

Collective Agreement

Between

Toronto District School Board

and

Local 4400
Canadian Union of
Public Employees

Unit C

September 1, 2000 to August 31, 2003

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
Article A	Definition	4
Article B	Purpose	5
Article C	Recognition	5
Article D	Management Rights	6
Article E	Union Security	6
Article F	No Cessation of Work	7
Article G	Relationship	7
Article H	Representation	9
	Labour Management Committee	9
	Negotiations Committee	10
	Stewards' Committee	10
	Pay Equity/Classification Committee	12
Article I	Grievance Procedure	12
Article J	Personnel Files	16
Article K	Discipline and Discharge	17
Article L	Protection Against Harassment & Discrimination	18
Article M	Health and Safety	19
Article N	Probationary Period	19
Article O	Seniority Provisions	20
Article P	Posting and Promotion Process	25
Article Q	Leaves of Absence	29
	General Leave of Absence	29
	Leave for Political Activity	29
	Pregnancy Leave	29
	Parental Leave	30
	Benefits and Seniority During Pregnancy and Parental Leave	31
	Benefits and Seniority During Infant Care/Child Care Leave	33
	Return to Work from Pregnancy and/or Parental And/or Infant Care/Child Care Leave	33
	Leaves of Absence for Full-time Union Duties	33
	Return from Leaves	35
Article R	Sick Leave Credit and Gratuity Plan	36
	Superior Conditions	37
Article S	Benefits	37
	Semi-Private Hospital Care Plan	38
	Extended Health Care Plan	38
	Dental Care Plan	39
	Long Term Disability Plan	40
	Group Life Insurance Plan	41
Article T	Paid Holidays	43
Article U	Vacation	44
Article V	Training	47

<u>Article</u>	<u>Title</u>	<u>Page</u>
----------------	--------------	-------------

Article W	Hours of Work	48
	Work Week	49
	Rest and Lunch Periods.....	50
	Shift Premiums	50
	Overtime	51
	Lieu Time	52
	Work Outside Regular Hours	52
	Notice of Cancellation of Permit	53
	Food Services.....	53
Article X	Allowances	54
	Travel Allowances	54
	Uniforms/Footwear	55
	Emergency Occasional Teaching Allowance.....	55
Article Y	Wages.....	56
Article Z	Pension Plans	57
Article AA	Job Security	58
Article BB	Surplus/Transfer/Bumping/Layoff/Recall Provisions.....	60
	General Guidelines	60
	Surplus.....	62
	Transfers	63
	Bumping.....	63
	Recall.....	64
Article CC	General.....	67
Article DD	Duration and Termination	68
Appendix A	Schedules of Wages	70
Appendix B	Supplemental Employment Benefits (SEB) Plan.....	72
Appendix C	Self-Funded Leave Plan	74
Appendix D	Sick Leave Credit & Gratuity Plan	78
Appendix E	Process for Transitional Staffing Until District Wide Date	85
Appendix F	Exclusions	95
Appendix G	Training.....	99
Appendix H	Recommendations by Mediator Morton Mitchnick	100
Schedule A	Letters of Understanding & Letters of Intent.....	103
Index		114
Letters of Understanding and Letters of Intent (for information purposes) (not forming part of the Collective Agreement).....		121

ARTICLE A – DEFINITIONS

- A.1 "Employer" means the Toronto District School Board.
- A.2 "Union" means the Local 4400, Canadian Union of Public Employees (Unit C)
- 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" is a permanent position in the Bargaining Unit which is, or has become, vacant because (a) it is a new position, or (b) as a result of the promotion, retirement, resignation or death of the previous incumbent.
- A.8 "Project or Undertaking": The Employer will be required to identify the particular and specific purpose for which an Employee is hired and that the purpose is limited and defined in scope. i.e. the Employer may require that there be an increase in the number of persons hired on a temporary basis in order to address a specific identified problem or a particular project or undertaking which could not be addressed using available staff. A project or undertaking is not deemed as someone performing the normal requirements and normal duties or workload of the Employer. Nothing in the foregoing prevents the engagement of peak load staff in School and Central Administrative offices.
- A.9 A position is defined as an "acting" position when it is a permanent position in the Bargaining Unit which has become temporarily vacant due to the temporary reassignment of the permanent incumbent or because the permanent incumbent is on approved leave of absence.
- A.10 "Working Days" as it applies to timelines in the Collective Agreement, shall be Mondays – Friday inclusive, excluding Holidays unless otherwise specified.

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 collective bargaining agent representing all Employees employed by the Employer as office, clerical, secretarial, technical staff, educational assistants, aquatic, health care, food services staff, itinerant music instructors and school support staff, save and except persons set out in Appendix F and persons in job classifications in Salary Schedule II, Grade Level 7 and above, co-op students and students employed during the school vacation period, Continuing Education Instructors, and persons providing Before School and After Four Programs, Per Diem Employees and any positions which are covered by another collective agreement.
 - C.1.1 For clarity, it is understood that night school office, clerical and technical Employees, hall monitors, Alternative Program Representatives, Job Coaches, LBS/ESL Outreach Workers, Volunteer Facilitators, Classroom Co-ordinators and Program Facilitators are included in this bargaining unit.
 - C.1.2 For further clarify, it is understood that excluded security Employees listed in Appendix F, #81, will not perform the work of the “D” Unit beyond the nature and extent to which they currently perform the work.
 - C.1.3 Any position which exists as of the date of the signing of this Memorandum of Settlement which is not specifically identified as excluded will be included in the bargaining unit whether or not the position is currently filled. It is understood that this is without prejudice to the position of the Employer to seek exclusion of the position once filled.
 - C.1.4 With respect to Employees occupying the positions of school-based Office Managers, Head Secretaries, Office Managers, or however the position is described, it is understood that such Employees will continue to monitor and evaluate the conduct and performance of school office staff, participate in hiring interviews and make recommendations to hire.

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.
- D.2 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 will continue the current predecessor Board practices in place for dues, initiation fees, and/or assessments deduction until there is a single payroll system at which time 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 not 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. No later than September 2001, 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, attachments, and 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 assessment 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.

ARTICLE F – NO CESSATION OF WORK

- F.1 The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout 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 Boards

- G.3 The Employer will provide bulletin board space 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 bargaining unit.

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 three (3) copies for pick-up 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. A copy shall also be e-mailed to the Union at the same time.

Employee Information

- G.9 In October and February each year the Employer will forward in both written and electronic form to the Recording Secretary of the Union a list showing the names and home addresses of Employees.

Change of Information

- G.9.1 Within ninety (90) days of the signing of this Collective Agreement the Employer will provide the Union, on a quarterly basis, with a list of the names and addresses of Employees newly hired (permanent or temporary), on leave, or terminated as a result of resignation, retirement or death and Employees on layoff with recall 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 six (6) Employer representatives and up to six (6) 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.
- 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.
- 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 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Labour Management meeting.

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 eight (8) 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 for their regularly scheduled hours of work at their regular rate of pay. The bank shall be established at a level of seven hundred (700) hours during the term of this Agreement. It is understood that release for preparation shall be for not less than half ($\frac{1}{2}$) a day (i.e. morning or afternoon). 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 eighty (80) 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 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.

Pay Equity/Classification Committee

- H.7 No later than 4 months following the ratification of this collective agreement, the parties shall establish a Joint Pay Equity/Classification Committee composed of eight (8) Employer and eight (8) Union representatives to;
- (i) develop a gender neutral comparison system;
 - (ii) determine rates of pay for restructured and new jobs within the Bargaining Unit; and
 - (iii) review existing Pay Equity Plans applicable to Employees in Unit C, and to develop a single Pay Equity Plan applicable to the Unit C 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.

C.U.P.E. 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 complaint occurred or ought to have reasonably come to the attention of the Employee. The Supervisor shall give his/her response to this complainant 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 Department Head/Superintendent within seven (7) working days of the written response of the Manager of the appropriate function/location or designate. The Department Head/Superintendent 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 Department Head/Superintendent or designate may request the attendance at the meeting of any other person(s). The Department Head/Superintendent or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting.

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 Department Head/Superintendent or designate;
- 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 representatives of the Union shall meet with the Executive Officer - Human Resources 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 Human Resources staff at a time, during normal business hours, that is mutually arranged between the Human Resources 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. 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 Officer of Human Resources. 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 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

First Aid Kits

- 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.

ARTICLE N - PROBATIONARY PERIOD

- N.1 All new Employees, excluding Temporary Employees, hired in a position which is regularly scheduled for a period of greater than ten (10) hours per week shall serve a probationary period of six (6) months of service actively performing the essential duties of the job and will have no seniority rights during that period.
- N.2 All new Employees, excluding Temporary Employees, hired in a position which is regularly scheduled for a period of ten (10) hours or less per week shall serve a probationary period of two hundred and twenty (220) hours of service actively performing the essential duties of the job and will have no seniority rights during that period.
- N.3 During the probationary period the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee and such probationary new Employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary Employee than to an Employee who has completed their probationary period.
- N.4 After successful completion of the probationary period, an Employee's seniority will date back to the day on which the Employee's continuous service began.

ARTICLE O – SENIORITY PROVISIONS

[Note:

First Transitional Provision:

The Employer shall provide the seniority list for List A to the Union within forty-five (45) days and for List B within sixty (60) days of the establishment of the common seniority provisions whether by order of the OLRB or by agreement of the parties. The union shall advise the Employer in writing of any objections to the initial List A or List B within forty-five (45) days of the receipt of the list. The parties shall meet within 10 days to discuss any dispute with respect to any Employee's seniority standing or any of the information contained on the seniority list. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance with respect of that matter within ten (10) working days of the conclusion of the meetings referred to herein.

Any Employee for whom no written objection is raised shall have their seniority date confirmed as stated on the first seniority list. The Employee may raise an objection to his/her placement on the seniority at any time prior to the completion of the second seniority list and such objection will be addressed either at that time or in accordance with clause O.7.5. However, the Employee will not be entitled to rely on such objection for the alteration to the seniority list during the period prior to the conclusion of the second seniority list. [Letter of Understanding to be prepared]

Second Transitional Provision:

Any person currently in a temporary assignment will only be subject to the two hundred and sixty (260) day maximum (in the definition of "Temporary Employee") if they accumulate 260 days of continuous employment in a project or undertaking starting January 1, 2000.

During this period of transitional staffing, permanent school-based vacancies remaining to be posted will be filled as permanent vacancies if the successful applicant is on Seniority List A or Seniority List B. If no qualified applicant from Seniority List A or B is selected for the position then the position will be reposted as a temporary position to a date no later than June 30, 2001. This provision will expire June 30, 2001.]

Letter of Understanding re Committee:

Local 4400 and the Employer have agreed to set up a committee with representatives of the Local and the Employer to review those positions which the Local contends have not been staffed by temporary Employees because the employment has been regular and on-going. Any dispute which cannot be resolved by this Committee may be the subject of a grievance under the provisions of the Collective Agreement. Any such dispute will be limited to determining whether the position(s) have been filled by a temporary Employee, but there will be no remedy other than such a declaration, except that any Employee who should not be considered temporary from the date of the agreement of the parties or the arbitrator's award to that effect, will cease to be treated as a temporary Employee. Such Employee shall have his/her seniority determined in accordance with Article I for the period the Employee has been in the position which has been determined to be regular and on-going. Local 4400 and the Employer, however, acknowledge that the incidence of temporary employment and temporary assignments have increased since September 1997, in anticipation of the restructuring of central Board operations in 1999. Such temporary employment would not be

subject to the Committee's review but will be subject to the provisions of Transitional Provision Note 2 above.

- O.1 Seniority shall be the date on which an employee was last hired to a period of continuous service with the Employer and/or predecessor Boards if the Employee was in a position within the bargaining unit as defined by the Ontario Labour Relations Board (Board File #4605-97-PS) as at June 8, 1998.
- O.2 If the parties agree or the Ontario Labour Relations Board determines that persons whom or persons in a position which the Employer proposed to exclude from the bargaining unit are, subsequent to June 8, 1998, to be included in the bargaining unit, the Employee's seniority date shall be the date on which the Employee was last hired to a period of continuous service with the Employer and/or predecessor Boards.
- O.3 If the parties agree or the Ontario Labour Relations Board determines that persons who or persons in positions which, immediately prior to June 8, 1998 are in the bargaining unit as defined by the OLRB on June 8, 1998 are to be excluded from the bargaining unit subsequent to June 8, 1998, such persons shall, provided they return to the bargaining unit within four (4) years of the date of their exclusion, on their return to the bargaining unit, have a seniority date from the date on which the Employee was last hired to a period of continuous service with the Employer and/or predecessor boards.
- O.4 Persons not covered in O.1, O.2 or O.3 who come in or are hired into the bargaining unit after June 8, 1998 have seniority from the date of hire into the bargaining unit subject to continuous service as set out in O.5.
- O.5 For the purposes of O.1, O.2, O.3 and O.4, an Employee's service shall be deemed to be continuous where:
 - O.5.1 continuity of employment was broken because the service provided by the Employer or program to which the Employee had been assigned ceases at any time prior to the end of the school year and resumes either during the school year or in the following school year. Without limiting the generality of the foregoing, this would include school vacation period; or
 - O.5.2 the Employee was not actively at work during regular school vacation periods, including summer break, winter break, spring break; or
 - O.5.3 the Employee has resigned his/her employment with the Employer, or a predecessor Board, and has, within a period of six (6) months from the effective date of such resignation, been re-employed by the Employer or a predecessor Board, without having undertaken any intervening employment with any other employer. In respect of claims of continuous service for the purposes of establishing the seniority list, the onus is on the Employee to submit such claim with such supporting proof as may be required to the Employer within 45 days of the seniority list being completed and made available in their work location. Thereafter, the employee shall submit such claim in accordance with the provisions of this agreement and shall provide appropriate proof to support the application of this provision should such be requested by the Employer; or

- O.5.4 the Employee has, on or prior to June 8, 1998, left his/her position for another position with the Employer but returns to the bargaining unit prior to the end of a four (4) year period; or
- O.5.5 the Employee has, after June 8, 1998, left his/her position for another position within a CUPE bargaining unit with the Employer but returns to the bargaining unit prior to the end of a four (4) year period from date of leaving; or
- O.5.6 the Employee has, after June 8, 1998, left his/her position for another non-bargaining unit position with the Employer but returns to the bargaining unit prior to the end of a two (2) year period.
- O.5.7 The Employee has had a break in service of up to six (6) months.
- O.6 A new Employee will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, an Employee's seniority will date back to the day on which the Employee's continuous service began.

Seniority Lists

- O.7 The Employer shall provide to work sites and to the Union updated seniority lists on September 30th and January 31st each year. A copy of the list in electronic form will also be given to the Union. A copy of such list will be made available for review in written and electronic form where applicable at each work location.
 - O.7.1 The Employer shall maintain two (2) separate seniority lists as follows:
 - O.7.1.1 List A shall include all Employees, except temporary Employees, who hold positions which are regularly scheduled for a period of greater than ten (10) hours per week;
 - O.7.1.2 List B shall include all Employees, except temporary Employees, who hold positions which are regularly scheduled for a period of ten (10) hours per week or less.
 - O.7.2 It is understood that Employees who work in more than one position with regularly scheduled hours within the bargaining unit shall have their regularly scheduled hours of work combined for the purposes of determining whether they are to be included on List A or List B.
 - O.7.3 It is understood that persons such as Hall Monitors and LINC employees fall either within List A or List B depending on their hours of work.
 - O.7.4 Seniority lists shall contain the Employee's name, seniority date, job classification, wage classification, coded work location, scheduled hours of work per week, and work year. Seniority lists provided to the Union shall include the Employee's work location.
 - O.7.5 An Employee shall advise the Employer and the Union, in writing, of any objections to Seniority List A or Seniority List B within thirty (30) working days of the distribution of the list in the work location. The Union and the Employer shall meet

within thirty (30) calendar days beyond the dispute period 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 in respect of that matter within ten (10) working days of the conclusion of the meetings referred to herein.

- O.7.5.1 A Seniority Committee shall be established in order to implement provisions set out in O.7.5. The Committee will be comprised equally of up to three (3) Union and three (3) Employer representatives.

Temporary Employee

- O.8 A "temporary Employee" is:

O.8.1 An Employee hired for a period in excess of thirty (30) continuous working days but not in excess of two hundred and sixty (260) continuous working days for a project or undertaking and, in any event, not in excess of a cumulative period of two hundred and sixty (260) working days for a project or undertaking or

O.8.2 An Employee hired to replace an Employee who is absent for a period in excess of thirty (30) continuous working days but not in excess of two hundred and sixty (260) continuous working days.

O.8.3 For the purposes of this clause, the term "working day" includes a part of a working day.

Note: Employees engaged on a contract basis who have specialized skills for a special project will continue to be regarded as outside the terms of the Collective Agreement. The Union will be provided with a list of employees and the projects that the Employer intends to include within this list. Employees performing this work possess special skills not generally found in the bargaining unit. Employees will only be engaged in the future to perform work of this nature if the necessary skills cannot be found in the bargaining unit. The Employer will advise the Union of its intention to engage such persons on a contract basis and the matter may be referred to the Labour Management Committee for discussion. Any further dispute concerning the engagement of such persons may be the subject of a grievance.

O.8.4 The Employer may employ per diem (casual) persons to fill positions described in O.8.1 or O.8.2 above that are less than thirty (30) continuous working days. However, no such person shall be employed for a cumulative period of ninety (90) working days or more in a twelve (12) month period commencing September 1.

Note: This provision becomes effective commencing the later of the "effective date" or September 1, 1999. However, any casual employment begun in 1998-99 and continuing into September 1999 in the same assignment will be counted for the purposes of O.8.4.

O.8.5 The employment of any temporary Employee under O.8.2, may continue for a total period of up to two years, if the leave of the Employee who is being replaced has been extended. Otherwise, any period of employment for temporary Employees which exceeds the limits set out in clause O.8.1 above can only be extended by agreement of the parties.

O.8.6 Temporary Employees shall not accrue seniority nor shall they be covered by the Seniority Provisions of this Agreement. However, temporary Employees shall be required to pay union dues and shall also be entitled to apply for any posted position, and shall be considered for such position in accordance with the provisions of the collective agreement, in the event that the job is not awarded to a person on either List A or List B. For purposes of seniority, a Temporary Employee who subsequently becomes a Seniority List A and/or Seniority List B Employee, shall receive, in accordance with N.1 and/or N.2 and the definition of Seniority in Article O, credit for periods of employment as a Temporary Employee.

Note: Union dues deduction for temporary Employees shall be effective on the 1st of the 2nd month following agreement between parties.

Loss of Seniority

O.9 Unless otherwise provided in this agreement, seniority shall terminate, and termination of employment shall be confirmed when an Employee:

O.9.1 quits for any reason;

O.9.2 is discharged and not reinstated through the grievance or arbitration procedure or otherwise;

O.9.3 has been absent from work without permission for more than three (3) consecutive working days without reasonable excuse;

O.9.4 has been laid off and subsequently notified by registered mail of recall to work and fails to return to work on the date of recall unless:

O.9.4.1 the Employee notifies the designated representative of the Employer within five (5) days of the scheduled date of recall that he/she is intending to return to work; and

O.9.4.2 the Employee is unable to report to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause.

O.9.5 has been on layoff for a period of twenty-four (24) consecutive months; and

O.9.6 fails to return to work immediately upon the expiration of a leave of absence without reasonable cause.

ARTICLE P – POSTING AND PROMOTION PROCESS

[Transition Note: During the Transition Period when classifications are being established in a newly organized and restructured department, placements will occur as described in Appendix E; vacancies remaining after the application of Appendix E will be filled in accordance with the posting provisions of Article P]

- P.1 Subject to P.12, whenever the Employer decides to fill a newly created vacancy of greater than ten (10) hours per week or a vacancy in an existing classification of greater than ten (10) hours per week, which is expected to be greater than five (5) months in duration, the position shall be advertised for a minimum of seven (7) working days in each location of the Employer, and will be placed on the Employer's electronic and/or telecommunications systems, when available. There shall be no job postings during July or August except in circumstances where operations so require in which case the Employer shall make every effort to bring such postings to the attention of interested members of the bargaining unit.
- P.1.1 Vacancies in positions of ten (10) hours or less per week need not be posted but may instead be filled from a Seniority List A or List B Employee's "request for transfer" or "request for an additional assignment". Such requests may designate location preferences. The Employer shall distribute to all Employer's worksites a "Request for Transfer or Additional Assignment Form."
- P.2 Projects or undertakings and absences under O.8.1 and O.8.2 above which are expected to last for more than five (5) months shall be posted in accordance with the posting provisions of this Agreement in order to enable persons within the bargaining unit to apply. At the conclusion of the temporary assignment, the Seniority List A or Seniority List B bargaining unit Employee shall be returned to his/her position or, if no longer existing, to the position to which the returning Employee would otherwise be entitled under the provisions of the collective agreement.
- P.3 If a project or undertaking under O.8.1 which was not expected to last for more than five (5) months lasts for more than five (5) months, it shall be posted and filled in accordance with this Agreement unless otherwise agreed by the parties. At the conclusion of the temporary assignment, the Seniority List A or Seniority List B bargaining unit Employee shall be returned to his/her position or, if no longer existing, to the position to which the returning Employee would otherwise be entitled under the provisions of the collective agreement.
- P.4 If an absence under O.8.2, which was not expected to last for more than five (5) months is extended beyond five (5) months, it shall be posted in accordance with the posting provisions of this Agreement in order to enable persons within the bargaining unit to apply, unless the parties otherwise agree. At the conclusion of the temporary assignment, the Seniority List A or Seniority List B bargaining unit Employee shall be returned to his/her position or, if no longer existing, to the position to which the returning Employee would otherwise be entitled under the provisions of the collective agreement.
- P.5 Employees on Seniority Lists A and B, as well as temporary Employees, may apply for the posted vacancy. However, applicants from Seniority List B will not be considered

for the vacancy unless there is no suitable applicant from Seniority List A. Where there is no suitable applicant from either Seniority List A or Seniority List B, the Employer shall consider Temporary Employees who apply for the vacancy before considering any other applicants.

- P.6 An Employee shall not be entitled to more than one lateral transfer in any six-month period except at the discretion of the Employer, approval will not be unreasonably withheld.
- P.6.1 The provisions of clause P.6 shall not apply to vacancies from a leave of absence or due to illness of an Employee, or any vacancy which is not anticipated to exceed five (5) months. All such vacancies may be filled at the discretion of the Employer.
- P.7 Employees are not eligible to apply for vacancies during the probationary period.
- P.8 Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified Employee applies or requests a transfer (in the case of positions covered by P.12)
- P.9 As soon as administratively feasible, the format and content of job postings within the same job classification shall be standardized and will state the skills and education required for the position, as well as the shift, hours of work, work year, summary of duties, location, including whether the location is wheel chair accessible, wage rate and the position to whom the position reports and whether the position to be filled is a temporary, acting, or permanent vacancy including the length of the term if it is a temporary or acting position. Copies of all job postings will be provided to the Union at the same time as they are posted in all work locations. The Employer will discuss fully any changes in the advertised skills, duties and education from the previous job posting with the Union. An otherwise qualified applicant who lacks the educational requirements of the position will have appropriate equivalent related experience considered.
- P.10 The Employer may conduct interviews of applicants for the posted vacancy. All interviews of applicants for the posted vacancy shall, wherever possible, be conducted by the same person(s). If the Employer determines that testing is required for the posted vacancy, all applicants to be interviewed will be given the same test(s).
- P.11 Promotion to a vacancy posted under P.1 shall be made on the basis of the applicants:
- i) qualifications;
 - ii) ability to perform the normal requirements of the job;
 - iii) performance in his/her current job;
 - iv) seniority; and
 - v) experience relevant to the vacancy posted.

- P.12 Where the criteria listed in P.11 are relatively equal, preference shall be given to the candidate(s) seeking a lateral transfer within their job classification on the basis of seniority.
- P.13 The name of the successful applicant will be provided to the other applicants who were interviewed at the same time the successful candidate is notified. The Union will be sent written notification of the successful applicant and the other applicants who were interviewed. Any unsuccessful applicant shall, on request, be provided with an opportunity for feedback accompanied by a union representative, if requested. The Employee asking for feedback will be entitled to his/her own ratings on each criteria used in the selection process.
- P.13.1 In notification to the Union of the successful candidate, the Employer will also provide the seniority date of the successful candidate and the competition number.
- P.14 Copies of all job postings will be provided to the Union at the same time as they are posted in all work locations.
- P.15 Should a posting be rescinded, the Union will be sent a copy of the posting indicating it has been rescinded.

Rates of Pay on Promotion/Reclassification

- P.16 An Employee who is promoted to a position in the bargaining unit with a higher salary scale shall receive a salary adjustment effective on the date the Employee commences performing the duties of such promotion. The amount of such salary adjustment will equal the difference between the Employee's current rate and the minimum step in the higher salary scale. If such adjustment result in an increase of less than five percent (5%), the Employee will receive an adjustment equal to the difference between the Employee's current rate and the lowest step of the higher salary scale which is at least five percent (5%) greater than the Employee's current hourly rate. In no case shall the adjustment exceed an amount equal to being placed at the maximum step of the higher wage classification.
- P.16.1 When the date of the promotion coincides with the date of the annual increment, the salary adjustment for the promotion shall be made first and be followed by the normal increment provided that the new salary does not exceed the maximum rate of the higher wage classification.
- P.17 An Employee temporarily transferred to a position in a higher wage classification for a period of more that one (1) working day shall receive an adjustment equal to the

difference between the Employee's current rate and the minimum step in the higher wage classification. If such adjustment results in an increase less than five percent (5%), the Employee will receive an adjustment equal to the difference between the Employee's current rate and the lowest step of the higher wage classification which is at least five percent (5%) greater than the Employee's current hourly rate, but in no case shall the adjustment exceed an amount equal to being placed at the maximum step of the higher wage classification.

- P.17.1 Such adjustment will be for the entire period the Employee was actively at work in the position in the higher wage classification.

ARTICLE Q – LEAVES OF ABSENCE

General Leave of Absence

- Q.1 An Employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer. Such approval shall not be unreasonably withheld. Employees who are granted leave of absence or who are placed on such a leave of absence, without pay, in excess of fifty (50) continuous working days, shall not earn or receive benefits, sick credits, vacation credits or wages, salary or other compensation during the period of such leave of absence except as set out this agreement or as otherwise required under the *Employment Standards Act*. An Employee entitled to such leave in excess of fifty (50) continuous working days, shall have the option of continuing coverage of all benefit plans at full cost to the Employee.

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 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 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 absent because 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 thirty-five 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 eighteen (18) weeks after it began 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 thirty-five (35) 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 During Pregnancy and/or Parental Leave:
- (i) Seniority will continue to accrue

- (ii) Service will continue to accrue for the purposes of vacation and sick leave entitlement and allotment

Q.24 Experience shall be accrued during pregnancy and/or parental leaves for salary purposes and Employees shall be eligible for increments while on the accrued pregnancy and/or parental leave.

Supplemental Employment Benefits (S.E.B.) Plan - Eligibility

Q.25 An Employee on Seniority List A granted pregnancy or adoption leave and who complies with the requirements of Appendix "B" shall be compensated in accordance with Appendix "B" for the two (2) week waiting period for Employment Insurance Benefits.

Q.26 If an eligible Employee holds more than one position with the Employer, such Employee shall only be eligible to collect SEB payments on one position.

Q.27 An Employee who has received benefits under the provisions of Appendix B shall sign an agreement with the Employer indicating :

Q.27.1 that the Employee will return to work (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.27.2 that should the Employee not comply with Q.27.1 above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.

Infant Care/Child Care Leave

Q.28 An Employee eligible for Parental Leave under Article Q.13 may apply for Infant Care/Child Care Leave.

Q.29 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.29.1 the mother, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave;

Q.29.2 the father, additional weeks of leave which when combined with Parental Leave will not exceed two (2) years leave;

Q.29.3 mother or father, additional weeks of leave which when combined with Pregnancy and Parental Leave will not exceed two (2) years leave.

- Q.30 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.31 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.32 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.33 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.34 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.35 Seniority shall accrue during Infant Care/Child Care Leave.
- Q.36 Experience shall be accrued for salary purposes and Employees returning from leave shall be placed at the step on the grid to which their service with the Employer, including Infant Care/Child Leave, entitles them.

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

- Q.37 An Employee returning from any leave under this Article will be returned to his/her position if it exists, or to a comparable position if it does not. This provision is subject to surplus/layoff provisions in Article BB or any other applicable provisions of this Collective Agreement.

Leaves of Absence for Full-time Union Duties

- Q.38 An employee who is elected or selected for a full-time position with Local 4400 CUPE (or CUPE, OFL, CLC) shall be granted a 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 10 employees be on such leave at any one time.
- Q.38.1 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 three (3) 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.38.2 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 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.38.3 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.38.4 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 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 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.39 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 fifteen (15) Employees at any time. Time off for such leaves shall be limited to not more than one hundred and fifty (150) 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.40 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 from Leaves

- Q.41 With the exception of Union Leave upon completion of any leave of absence of up to two (2) years, the Employee shall be reinstated to the Employee's former position, if it exists. If the position does not exist or if the leave exceeds two (2) years, the Employee will be placed in a comparable vacant position in the Employee's former wage classification and status, subject to the Employee's skill and ability to perform the normal requirements of the job. If such vacancy is not available the Employee's rights will be as per Article BB. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement.
- Q.41.1 Upon completion of any Union leave of absence, the Employee shall be reinstated to the Employee's former position, if available, and if not available, to the Employee's former wage classification or any other appropriate position in accordance with the redeployment and/or lay-off provisions of the Collective Agreement. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement provided the Employee will be available to fill the position as required.

Self Funded Leave Plan

- Q.42 The Employer agrees to make available to Employees on Seniority List A the Self Funded Leave as outlined in Appendix C.

ARTICLE R – SICK LEAVE CREDIT AND GRATUITY PLAN

R.1 The Sick Leave Credit and Gratuity Plan shall be set out in Appendix D.

Eligibility

R.2 The Sick Leave Credit and Gratuity Plan included in Appendix D shall apply to full-time and part-time Employees, excluding temporary Employees and Employees who are working in positions funded by agencies external to the Employer, working in one or more position(s) regularly scheduled for a minimum of 15 hours per week; the Plan shall apply to eligible part-time Employees on a pro-rated basis. Sick Leave credits will be earned only in respect of positions regularly scheduled for a minimum of 15 hours per week or more.

R.3 Notwithstanding R.2 and to a date not later than August 31, 2002, for Employees in LINC and LBS externally funded programs working in one or more position(s) regularly scheduled for a minimum of fifteen (15) hours per week or more:

R.3.1 At the beginning of each working year there shall be placed in the sick leave account of each Employee on a working year of twelve (12) months, twelve (12) credits, and on a working year of less than twelve (12) months a prorated number of credits.

R.3.2 At the beginning of his/her employment there shall be placed in the sick leave account of each Employee whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.

R.3.3 An Employee absent from duty at the start of a working year and who has exhausted his/her credits shall not be entitled to sick leave credit for such working year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis. Subject to Article Q.1, an Employee absent on unpaid leave of absence (with the exception of Statutory Leave) at the start of a working year shall not receive any sick leave credits for such year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis.

R.3.4 The credits of each Employee will be cumulative and will be for personal illness only.

Bereavement Leave for Employees not covered by the Sick Leave Credit & Gratuity Plan

R.4 Bereavement leave shall be granted by the Director of Education or designate without loss of salary for regularly scheduled hours of employment on three (3) days to an Employee not covered by the Sick Leave Credit and Gratuity Plan 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.

- R.4.1 If during a sick leave, an Employee in LINC and LBS externally funded programs under R.3, 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.
- R.4.2 Additional days may be granted by the Employer when required by the Employee in LINC and LBS externally funded programs under R.3 for traveling time or other special circumstances.

Superior Conditions

- R.5 Employees with the following superior conditions at the time of ratification of this agreement will be red circled for as long as the Employee remains in the position he/she holds as of the date of ratification or the following dates, whichever is earlier. This provision does not apply to LINC or LBS employees:
- | | |
|------------|---------------|
| Sick Leave | June 30, 2002 |
|------------|---------------|
- R.6 Effective July 1, 2002, the provisions of Article R will apply.

ARTICLE S – BENEFITS

Eligibility

- S.1 For the purpose of this Article eligible Employee is defined as follows:
- An eligible Employee is a full-time Employee, who is actively at work or a part-time Employee who is actively at work and is regularly scheduled to work a minimum of fifteen (15) hours or more per week in one or more position(s). Employees who are Temporary are not eligible for benefits.
- S.1.1 Subject to eligibility under S.1, Employees employed in externally funded positions including LINC, LBS and HRDC programs who currently receive insured employee benefits, will continue to receive such benefits for the term of this Collective Agreement.
- S.1.2 For the term of this Collective Agreement and subject to eligibility under S.1, Employees employed in externally funded positions, that are 15 hours per week or greater in one or more position(s), in the LINC, LBS and HRDC programs who do not currently receive such insured employee benefits will have the option of enrolling in the Semi-Private, Extended Health Care and Dental Plans on a cost sharing basis. The Employer and the Employee will each pay 50% of the premium cost of such benefits. The effective date of eligibility to enroll in such benefits will be the first day of the second month following last date of ratification.

Change of Status

- 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 provide a Semi-Private Hospital Care Plan for eligible Employees. The plan will reimburse 100% of the eligible expenses.

- S.4 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay 100% of the premium amount of the Semi-Private Hospital Care Plan. For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

$$\frac{\text{part time regularly scheduled hours}}{\text{full-time regularly scheduled hours}} \times \text{Employer share of premium for a full-time Employee}$$

The Employee shall pay the remainder of the premium cost.

- S.5 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Semi-Private Hospital Care Plan premium.

Extended Health Care Plan

- S.6 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 Benefits.

- S.6.1 Subject to a calendar year deductible of \$25 per individual and \$50 per family, the plan will reimburse 100% of eligible expenses.

- S.6.1.1 Subject to the above deductible, the Plan will also include:

- S.6.1.1.1 health coverage while outside Canada; and

- S.6.1.1.2 hearing aid benefits to a maximum of \$500 per person per three (3) year period; and

- S.6.1.1.3 eyeglasses (or contact lenses) benefits to a maximum of \$180 per person per two (2) year period.

- S.7 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan the Employer shall pay 100% of the premium amount of the Extended Health Care Plan. For eligible Part-time Employees who elect upon

completion of the necessary enrolment forms to participate in the Plan, the portion of the premium paid by the Employer shall be determined as follows:

part time regularly scheduled hours X Employer share of premium for a full-time Employee
full-time regularly scheduled hours

The Employee shall pay the remainder of the premium.

- S.8 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Extended Health Care Plan premium.

Dental Care Plan

- S.9 The Employer shall provide a Dental Care Plan for eligible Employees that shall include the following provisions:

S.9.1 A Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of \$5,000.00 per person per calendar year, including a nine-month dental recall.

S.9.2 An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:

S.9.3 Eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan, of \$10,000.00 per person per calendar year;

S.9.3.1 Fifty percent (50%) of eligible orthodontic services with a maximum of \$1,000.00 per person per calendar year, subject to a lifetime maximum of \$2,000.00.

S.9.4 Effective June 1, 2001, benefits will be based on the 1997 Ontario Dental Association Fee Guide for General Practitioners.

- S.10 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay 90% of the premium amount of the Dental Care Plan. For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

part time regularly scheduled hours X Employer share of premium for a full-time Employee
full-time regularly scheduled hours

The Employee shall pay the remainder of the premium.

- S.11 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Dental Care premium.

Long Term Disability Plan

- S.12 The Employer shall contribute one hundred percent (100%) of the premium amount for coverage of eligible Employees under the Long Term Disability Plan. 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.
- S.13 Effective the first day of the second month following ratification, a new Employee will be subject to a six (6) month eligibility waiting period prior to enrolment in the Long Term Disability plan.
- S.14 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be 70 percent of the Employee's straight time salary as of six months from the onset of disability.
- S.15 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%) in any one year. There will be no "double indexing".
- S.16 Subject to the approval of the insurance companies, the Employer's share of the premium of the Semi-Private Hospital Care and the Extended Health Care benefit plans will be continued during the period that an Employee is receiving benefits under the Long Term Disability Plan, provided the Employee had such coverage prior to the onset of disability.
- S.17 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.

Group Life Insurance Plan

- S.18 For eligible Employees, the Employer shall contribute one hundred percent (100%) of the premium of the first \$30,000 of Group Life Insurance coverage amount, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first \$30,000 up to the plan maximum indicated below for all eligible full-time Employees.
- S.19 The Group Life Insurance plan will provide optional coverage amounts subject to a minimum of \$30,000 and a maximum of \$140,000 for all eligible Employees who have enrolled in coverage.

S.20 For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

$$\frac{\text{part time regularly scheduled hours}}{\text{full-time regularly scheduled hours}} \quad X \text{ Employer share of premium for a full-time Employee}$$

The Employee shall pay the remainder of the premium.

S.21 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Group Life premium.

Superior Conditions

S.22 Employees with the following superior conditions at the time of ratification of this agreement will be red circled for as long as the Employee remains in the position he/she holds as of the date of ratification or the following dates, whichever is earlier. This provision does not apply to LINC or LBS Employees (see S.1.1):

Benefits June 30, 2002

S.22.1 Effective July 1, 2002, the provisions of Article S will apply.

L.T.D. Superior Benefits

S.23 Any Employee who, on ratification, is in receipt of superior benefits while on LTDI shall continue to receive said superior entitlement until such Employee is no longer in receipt of LTDI.

Provision for Retired Employees

S.24 If approved by the insurance companies, and, if there is no increased cost to the Employer, a permanent Employee who retires from the Employer prior to age sixty-five (65) may retain coverage under any of the Insured Employee Benefit plans to which the Employee belongs at the time of retirement until the Employee attains the age of sixty-five (65) years.

S.24.1 The retired Employee shall pay the full cost of the benefit premiums

Continuation of Benefits on Layoff

S.25 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 Employer shall deduct from the earnings

payable to the Employee the amount necessary to provide for the continuance of the Employee's share of benefit premiums during the vacation.

Brochures

S.26 Employee benefits brochures shall be provided by the Employer to all Employees who are eligible for benefits, at time of hire or upon request.

Copy of the Employee Benefits Plans

S.27 Upon written request by the Union, the Employer will provide a copy of the insured employee benefits plans.

E.I. Premium Rebate

S.28 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.

ARTICLE T - PAID HOLIDAYS

Eligibility

T.1 For the purposes of this Article, an eligible Employee is a full-time or part-time Employee, excluding temporary Employees and Employees who are working in positions funded by agencies external to the Employer, in one or more position(s) regularly scheduled for work for a minimum of 15 hours per week or more.

T.1.1 Employees not eligible for paid holidays shall be paid three percent (3%) of their regular earnings in lieu of paid holiday entitlement.

Paid Holiday Entitlement

T.2 All eligible Employees who would otherwise have been scheduled to work shall be paid for the following Holidays. Employees on an unpaid leave before or after the holiday shall not be paid for these Holidays unless otherwise provided for in this Collective Agreement

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

T.2.1 And any other day declared or proclaimed as a holiday by the Board, federal, provincial or municipal government.

- T.2.2 In addition, eligible Employees shall receive one (1) additional paid holiday in lieu of Remembrance Day each calendar year to be designated by the Employer.
- T.3 In addition to T.2 eligible Employees will be paid for each holiday they would otherwise have worked as per the following schedule:
- T.3.1 Eligible Employees who have worked the day before or after Canada Day will be paid for Canada Day.
- T.3.2 Eligible Employees who have worked the day before or after the August Civic Holiday will be paid for the August Civic Holiday.
- T.3.3 Eligible Employees who have worked the day before or after Labour Day or who begin the work year the day after Labour Day will be paid for Labour Day.
- T.4 When any of the paid holidays listed in T.2 and T.3 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay for eligible Employees.

Clarity Note: The agreement of this language is based on the mutual understanding that, “who have worked”, means in receipt of wages, or any paid leave, including sick leave, vacation, bereavement leave and Union leave. For clarity, a person who works less than a full year and receives vacation pay as a lump sum shall not be considered as in receipt of vacation for the purpose of this clause.

ARTICLE U - VACATION

Eligibility

- U.1 For the purposes of this Article, an eligible Employee for paid vacation is an active, full-time or part-time Employee, excluding temporary Employee and an Employee who is working in a position funded by agencies external to the Employer, in one (1) or more position(s) regularly scheduled for work for a minimum of 15 hours per week.
- U.1.1 Employees not eligible for paid vacation shall receive four percent (4%) of their regular earnings in lieu of their vacation entitlement in accordance with the Employment Standards Act, R.S.O.1990, as amended, whichever is higher.

Vacation Entitlement

- U.2 Employees taking their vacation prior to June 30th in any year shall only be entitled to that portion of their vacation entitlement which they have earned since the preceding July 1st.
- U.3 All twelve month full-time eligible Employees shall receive in January each year annual vacation entitlement in accordance with the following schedule:

- U.3.1 Vacation credits shall accrue between July 1 and June 30, and, subject to Q.1, shall be prorated for the time an Employee is actively at work.
- U.3.2 Less than one (1) year of continuous service up to June 30th – one (1) day of vacation with pay for each complete month of continuous service prior to June 30th to a maximum of eleven (11) days' vacation with pay.
- U.3.3 one year of continuous service completed as of June 30th – fifteen (15) days;
- U.3.4 nine (9) years of continuous service completed within the current calendar year – twenty (20) days;
- U.3.5 seventeen (17) years of continuous service completed within the current calendar year – twenty-five (25) days;
- U.3.6 twenty-three (23) years of continuous service completed within the current calendar year – twenty-six (26) days;
- U.3.7 twenty-four (24) years of continuous service completed within the current calendar year – twenty-seven (27) days;
- U.3.8 twenty-five (25) years of continuous service completed within the current calendar year – thirty (30) days.
- U.3.9 Continuous service for purposes of vacation entitlement suspended for leaves in excess of one (1) year except for a paid or unpaid leave under the Sick Leave Credit and Gratuity Plan.
- U.3.10 Employees entitled to paid vacation employed on a part-time basis shall be entitled to annual vacation in accordance with the above provisions, but the amount of vacation shall be pro-rated.
- U.4 Full-time eligible Employees who are employed for a specified period of time each year which is less than 12 months, shall receive in September each year annual vacation in accordance with Articles U.2 and U.3.
- U.5 For an Employee who is employed for a specified period of time each year which is 11 months or less, vacation shall be taken at Christmas Break, Winter Break and at such other time as may be mutually agreed upon between the Employee and the Employee's Manager/Supervisor/Principal. The balance of any vacation pay shall be paid to such Employee at the end of the Employee's work year.
- U.5.1 Payment for paid vacation will be made at an eligible Employee's regular straight-time rate for the regular hours normally worked per day in the position.

Continuous Service

- U.6 Continuous service for the purpose of determining vacation credits shall be calculated from the date on which the Employee was last hired to a period of continuous service with the Board and/or Predecessor Boards.

- U.6.1 For the purposes of this article, service shall be deemed to be continuous service where:
- U.6.1.1 Service was broken because the work to which an Employee has been assigned ceases during the school year and resumes either during the same school year or the next school year, provided the break is no greater than six (6) months. Without limiting the generality of the foregoing this would include the school vacation period; or where the Employee was not actively at work during regular school vacation periods, including summer break, winter break or spring break; or
- U.6.1.2 If an Employee has resigned from the Employer or Predecessor Board and is rehired, provided that there was no intervening employment. Such service for vacation entitlement will only be for the period the Employee was employed by the Employer or Predecessor Board.
- U.6.1.3 Notwithstanding U.6.1.2, if an Employee has resigned from the Employer or Predecessor Board and is rehired and the only intervening employment is as described in U.8, the Employee shall be given credit for service for vacation entitlement for the period the Employee was employed by the Employer or Predecessor Board plus any entitlement under U.8.
- U.6.1.4 For Employees who have part-time service with the Board or predecessor Board and who are on List A, service for the purposes of vacation shall be credited as if the part-time service was full-time service.

Vacation Scheduling

- U.7 Subject to operational requirements, the Employer will endeavour to grant the vacation period preferred by the Employee. Preference and choice of vacation dates shall be determined by seniority. The granting of all vacations shall be at the discretion of and subject to the approval of the appropriate supervisor.
- U.7.1 Where an Employee is unable to use his/her vacation time as a result of the operational requirements of the Employer, the Employee may bank a maximum of one-week (1) unused vacation time from year to year. The Employer may permit Employees to bank a greater period of unused vacation time from year to year in unusual circumstances, in which case approval is to be given by the respective Executive Officer for such additional carry over. This provision shall not apply to Employees who are employed for a specified period of time each year which is 11 months or less, and to whom Article U.5 applies.

Previous Service

- U.8 A new Employee who enters the Employer's employment with service from another Board of Education within the Province of Ontario, a public University, a College of Applied Arts and Technology, the Municipal Government, or any other organization acceptable to the Director of Education, with no intervening employment, shall be credited, for the purposes of vacation entitlement only, with previous service, provided that application of this Article shall not result in duplication of vacation pay.

- U.8.1 Employees currently on staff will receive such vacation entitlement for future vacation entitlement purposes only. It is understood that there will be no retroactive vacation credits granted.

Illness, Accidents and Leaves during Vacation

- U.9 If an Employee has an accident, becomes ill or suffers a bereavement during a vacation period, the accident, illness or bereavement shall be counted as vacation time unless the Employee notifies the Board of the accident, illness, or bereavement as soon as a possible, and submits appropriate proof of such bereavement or a medical certificate from a medical practitioner in the case of accident and/or illness, and is granted sick pay or a leave of absence in accordance with the provisions of the Sick Leave Credit and Gratuity Plan including the provisions for Special and Miscellaneous Leaves. Vacation days displaced as a result of such illness, accident or bereavement shall be added as an extension to the vacation period, or if such extension is not possible, the vacation days displaced will be reinstated as unused vacation to be rescheduled at a later date in accordance with the provisions of this agreement.

Vacation Pay Upon Termination

- U.10 Employees who leave the service of the Employer at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation entitlement. The estate of a deceased Employee shall be credited with the value of any unused vacation.
- U.10.1 Employees leaving the service of the Employer will only be entitled to that portion of their vacation entitlement which they have earned since the preceding July 1st. If the Employee has taken more vacation than what they have earned at the time they leave the service of the Employer, the Employee will reimburse the Employer for such vacation taken.
- U.11 Should a holiday as defined in Article T fall or be observed during an Employee's vacation period, the day shall be considered a paid holiday not a vacation day.

ARTICLE V – TRAINING

Standard First Aid and/or CPR Training

- V.1 The Employer will make available to interested Employees, the opportunity to attend subject to operational requirements, a properly accredited standard first aid and/or cardiopulmonary resuscitation (CPR) course. No fees shall be charged to Employees for these courses.

Educational Allowances

- 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.

Professional Development/Activity Days

V.3 School based Employees who are regularly scheduled to work when there is a Professional Development/Activity Day may be requested to participate in a professional activity, and will be paid for their regularly scheduled hours.

ARTICLE W – HOURS OF WORK

Transition Note: The normal hours of the work week and work year for jobs that have not been restructured shall remain status quo until such time as they are restructured through the Redeployment/Restructuring process covered in Appendix E of the Collective Agreement.

Clarity Note - Notwithstanding the reference to an attached schedule in Articles W.1, W.2, W.3 and W.4.1:

The parties did not agree to a schedule during Collective Agreement negotiations but agreed to refer Hours of Work for discussion at the Redeployment Committee as each job classification is restructured.

W.1 The normal hours of the work week and length of work year for each group of jobs shall be as set out in the attached Schedule.

W.2 Notwithstanding W.1 an Employee whose normal hours of work prior to the signing of this agreement were in excess of those set out in the attached Schedule shall continue to work such longer hours for one year from the date on which they commence performing the duties of the restructured job, unless otherwise mutually agreed by the Employer and the Union.

W.3 Notwithstanding W.1, an Employee whose normal work year prior to the signing of this agreement was in excess of the work year set out in the attached Schedule shall continue to work such longer work year for one year from the date on which they commence performing the duties of the restructured job, unless otherwise mutually agreed by the Employer and the Union.

W.4 In the case of an Employee who is placed in a temporary job prior to accepting a restructured job the following shall apply:

W.4.1 Notwithstanding W.1 where an employee whose normal hours of work or normal work year (or both) was (were) in excess of the hours of work set out in the attached Schedule or the work year set out in the attached Schedule and who is placed in a temporary position following the restructuring, the Employee shall continue to work such longer week and/or work year for one (1) year from the date on which he/she commences performing the duties of the temporary position. It is understood that this one year period will not be disrupted or extended should the employee accept a restructured job, nor is the employee entitled to a further one year period.

Length of Work Day/Normal Work Day/Start Time

- W.5 For Employees whose regularly scheduled hours of work are forty (40) hours per Week, the length of the regularly scheduled work day shall be eight (8) Continuous hours, excluding lunch. For Employees whose regularly scheduled hours of work are thirty-five (35) hours per week, the length of the regularly scheduled work day shall be seven (7) continuous hours, excluding lunch. For Employees whose regularly scheduled work week is thirty (30) hours per week, the regularly scheduled work day shall be six (6) continuous hours, excluding lunch.
- W.5.1 The normal days of work shall be Monday to Friday.
- W.6 The normal working hours shall fall between 8:30 a.m. and 4:30 p.m. unless otherwise specified in this Collective Agreement.
- W.6.1 Notwithstanding the above, the start time of an Employee may begin between 6:30 a.m. and 10:00 a.m. and, in cases where the Employee's job is one that provides lunch-time supervision, nutrition services or other middle of the day programs, the start-time may begin between 10:00 a.m. and 12:00 noon.
- W.7 The normal hours of work for part-time Employees will be pro rated to the regularly scheduled hours of work for full-time Employees.
- W.8 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- W.9 Notwithstanding the foregoing, for Employees included in the following job grouping, operational requirements may require a work schedule including shifts which may vary from norm. Prior to implementing any new shift schedule the Employer will discuss the matter with the Union at a Labour/Management Committee meeting. Similarly, the Employer will discuss with the Union and give Employees twenty (20) working days notice prior to any significant changes in lunch, rest periods, start and finish times of shifts before putting such changes into effect.

Call Centre Staff
Information Technology Services Staff

For clarity this list is not exhaustive.

- W.9.1 Prior to implementing the normal work week, the length of the work year and, subject to W.9, shifts for new jobs or for jobs which are restructured after the signing of this agreement the Employer shall provide notice to the Union and discuss the matter at a Labour/Management Committee.

W.9.2 Work schedules for Employees who have not been identified through W.1 including Employees in new restructured positions will be referred to Labour Management for discussion.

Rest and Lunch Periods

W.10 Employees will be entitled to lunch and rest periods based on hours worked per day as follows. If an Employee works:

W.10.1 a minimum of two and a half (2½) hours but not more than four (4) hours per day – one paid fifteen (15) minute rest period

W.10.2 greater than four (4) hours but less than five and a half (5½) hours per day - one paid fifteen (15) minute rest period and one unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

W.10.3 five and a half (5½) hours per day or more - two paid fifteen (15) minute rest periods and one unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

W.10.4 Despite W.10.1 to W.10.3, Itinerant Music Instructors are not entitled to rest periods.

Running Lunch

W.11 Employees eligible for a lunch break who are regularly required by the Employer to work during such lunch break shall have such time considered part of their regularly scheduled work hours for that day.

Shift Premiums

W.12 All Employees regularly scheduled to work more than 24 hours per week shall be paid a shift premium of four percent (4%) of the regular hourly rate for work on the afternoon shift, and (5%) of the regular hourly rate for work on the midnight shift. The afternoon shift means any shift of which fifty percent (50%) or more of the hours of the shift are worked between 3:00 p.m. and midnight. The midnight shift means any shift of which fifty percent (50%) or more of the hours of the shift are worked between midnight and the start of the subsequent day shift.

Overtime

W.13 Overtime for an Employee who works full-time in a position that has a standard work day shall be paid:

W.13.1 at a rate of one and one-half times the regular rate of pay for work authorized to be performed:

- W.13.1.1 in excess of the maximum daily hours for the Employee's job classification;
and/or
- W.13.1.2 on Saturday

- W.13.2 at a rate of double time the regular rate of pay for all work authorized to be
performed on:
 - W.13.2.1 Sunday and/or
 - W.13.2.2 holidays as defined in Article T, in addition to the regular holiday pay.

- W.14 Overtime for an Employee who works part-time in a position that has a standard work
day shall be paid:
 - W.14.1 at the regular rate of pay for additional authorized hours up to the maximum of the
standard work day for a full-time position.
 - W.14.2 at the appropriate rate set out in W.12 for :
 - W.14.2.1 any hours of authorized overtime in excess of the maximum daily hours for
the Employee's job classification and
 - W.14.2.2 for all work performed on a Saturday or Sunday

Distribution of Overtime

- W.15 Overtime assignments will be distributed as equitably as possible among the
Employees who normally perform the work at the work location and/or department.

Lieu Time

- W.16 Subject to the approval of the supervisor, Employees shall have the option to receive time off in lieu of authorized overtime hours at the applicable overtime rate.
- W.17 Subject to operational requirements, the Employer will endeavour to grant lieu time at the time(s) requested by the Employee who has accumulated the lieu time. The granting of lieu time shall be subject to the approval of the appropriate supervisor, which approval is subject only to the operational requirements of the Board, and otherwise shall not be unreasonably withheld.
- W.18 For an Employee who is employed for a specific period of time each year, which is eleven (11) months or less, lieu time shall be taken at Christmas Break, Winter Break and at such other times as may be mutually agreed upon between the Employer and Employee. During the Christmas Break and Winter Break such employees shall first use their vacation time, taking lieu time at Christmas Break and Winter Break only after their vacation time to be taken during these break periods has been exhausted.
- W.19 Lieu time shall be taken in the calendar year in which it is earned for twelve (12) month Employees.
- W.20 Where an Employee is unable to use accumulated lieu time prior to the end of the calendar year, the Employee may carry accumulated lieu time into the next calendar year, subject only to the operational requirements of the Board. Where an Employee does not carry over accumulated lieu time, and is unable to use accumulated lieu time prior to the end of the calendar year, the Employee shall be paid out the balance of lieu time at the end of the calendar year at the appropriate overtime rate.
- W.21 Notwithstanding W.13, W.14 and W.16, School Community Advisors/Community Liaison Officers/School and Community Education Advisors shall receive compensatory time off in lieu of authorized hours worked in excess of the normal work week. Scheduling of the lieu time must be approved by the Principal/immediate supervisor.

Work Outside Regular Hours of Work

- W.22 Subject to Articles W.13, W.14 and W.23, and subject to Article W.17 and the existing practice with respect to the provision of flex time hours for School Community Education Advisors/ Community Liaison Officers/School and Community Education Advisors, authorized work performed by other Employees covered by this Agreement outside their normal hours of work shall be paid at the appropriate rate of overtime. Where such other Employee has left his/her work location at the conclusion of his/her regular hours of work and is subsequently required to re-attend at work by the Employer, he/she shall be paid a minimum of three (3) hours at the appropriate overtime rate provided that the Employee is recalled because of circumstances over

which that Employee has no control or which is not due to the Employee's own fault or negligence.

W.23 Notwithstanding clauses W.13 to W.14 inclusive, Employees who work in a job classification for which there is not a standard work day shall be paid:

W.23.1 at the regular rate of pay for additional authorized hours up to 7 hours per day

W.23.2 at a rate of one and one-half times the regular rate of pay for work authorized to be performed:

W.23.2.1 in excess of 7 hours per day ; and/or

W.23.2.2 on Saturday

W.23.3 at a rate of double time the regular rate of pay for all work authorized to be performed on:

W.23.3.1 Sunday and/or

W.23.3.2 holidays as defined in Article T, in addition to the regular holiday pay.

Notice of Cancellation of Permit

W.24 In the event a permit is issued and is subsequently cancelled without eight (8) hours notice prior to the start of the permit, the Employee scheduled for the permit hours will receive three (3) hours pay or the length of the permit whichever is less at the appropriate rate.

Overnight Visit

W.25 Employees who are required to accompany classes on overnight visits shall receive four (4) hours' pay at their regular rate of pay for each night of the overnight visit. Such hours shall not be counted towards eligibility for overtime.

Food Services

W.26 Notwithstanding Articles W.12 to W.13, all Nutrition Services Employees required to stay overnight at the Island Natural Science School shall receive one (1) hour pay at their regular rate of pay for each night they are required to stay. Such hours shall not be counted for eligibility towards overtime.

Eligibility for Overtime/Lieu Time

- W.27 Despite the above provisions, Employees who are required to accompany classes on overnight visits shall receive an allowance as set out in Article W.25. Such hours shall not be counted towards eligibility for overtime.
- W.28 Despite all the above provisions in this Article, Itinerant Music Instructors shall not be eligible for overtime or lieu time.

ARTICLE X - ALLOWANCES

Travel Allowances

- X.1 Employees, excluding Itinerant Music Instructors, who are required to use their automobile on approved Employer business shall receive a travel allowance of thirty-seven cents (\$0.37) per kilometre or as amended by the Board from time to time. All travel shall be paid on a bi-weekly basis as submitted.
- X.1.1 Except as between adjacent properties, when transportation between work sites is required by the Employer, the Employee may elect to use his/her own automobile at the above rate and with a minimum five (5) kilometer per trip allowance, or, with the approval of the Employer, may elect to receive the current TTC cash fare for each trip.
- X.1.2 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.2 Itinerant Music Instructors are not eligible for travel allowance.
- X.2.1 Where an Itinerant Music Instructor is required to travel between schools, a minimum fifteen (15) minutes travel time will be scheduled. Such travel time shall be paid at the Itinerant Music Instructor's regular rate of pay.

Uniforms and/or Footwear

- X.3 Within sixty (60) day of the signing of this Collective Agreement, the Employer and Union will determine through a subcommittee of Labour Management the composition

and timing of the uniform issue and/or footwear where Employees are required to wear such uniform and/or footwear at work to perform the normal requirement of the job. Such subcommittee shall be equally comprised of up to three (3) Employer and Union representatives. Meetings of the subcommittee will be held at mutually agreed upon times with a minimum of two meetings per calendar year.

- X.4 The Employer shall supply a uniform and/or footwear, at Employer expense, to Employees actively at work who are required to wear a uniform and/or footwear. Such Employees shall be given an opportunity to select from a list of apparel established by the subcommittee of Labour Management, to a maximum expenditure of a hundred and thirty five dollars (\$135.00) per year or the standard issuance for respective job classification as determined by the sub- committee.
- X.5 All Employees who are actively at work and who are required to wear safety footwear, as determined by the Employer, shall be provided such footwear by the Employer not sooner than every one (1) year, or as determined necessary by the Employer.

Emergency Occasional Teaching Allowance

- X.6 When an Employee assumes an assignment as an Emergency Occasional Teacher, she/he shall receive an allowance. The allowance will be equivalent to the difference between what the Employee would have been paid for those hours in which they were acting as an Emergency Occasional teacher and the appropriate Emergency Occasional Teacher rate of pay pro-rated for the period of time the Employee is so acting.
- X.6.1 An Employee who assumes an assignment subject to the conditions of X.6 above shall continue to be covered by this Collective Agreement while in the assignment.

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 biweekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union. Employees working regularly scheduled hours will be paid on an up-to-date basis except where an Employee's hours (or additional/overtime hours) are recorded by time card.

Errors 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 one (1) day's pay, correction will be made within three (3) working days after notification has been received from the Employee.

Red Circling Provisions

- Y.3 An Employee whose rate of pay exceeds the wage rate of his/her classification shall continue to receive the higher rate until the earliest of (i) August 31, 2002 or (ii) such time as the wage rate of the classification exceeds the Employee's rate or (iii) the Employee is in another classification.

Wage Protection

- Y.4 If as a result of the application of Appendix E and the resulting application of Article BB through the redeployment process, an Employee assumes a position with a lower rate of pay, such Employee shall be red-circled at his/her higher rate of pay for one year from the date he/she commences performing the duties of the lower-rated job.
- Y.5 Any Employee who, at the signing of this collective agreement, has already assumed a lower-rated job through the redeployment process, shall be red-circled at his/her higher rate of pay for one year from the date he/she commenced performing the duties of the lower-rated job.

Deductions from Pay

- Y.6 The Board may not make deductions from wages and salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement.
- Y.6.1 Notwithstanding Y.6 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.7 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.8 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, 2000. All improvements to benefits shall become effective June 1, 2001 unless otherwise specified.
- Y.8.1 Subject to Y.8, all Employees whose rate of pay exceeds the wage rate of their classification shall receive the percentage of the dollar amount represented by the increase set out in Appendix A as a lump sum on the dates set out below:

% Increase	\$ Amount	Paid By
September 1, 2000 to December 31, 2000	100%	As soon as possible
January 1, 2001 to June 30, 2001	100%	As soon as possible
July 1, 2001 to December 31, 2001	100%	Last pay December
January 1, 2002 to March 31, 2002	75%	Last pay in March
April 1, 2002 to August 31, 2002	50%	Last pay in August

Y.8.1.1 These payments do not change the Wage Rates of the Employees receiving the lump sum.

ARTICLE Z – PENSION PLANS

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.

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.

Technological Change

- AA.4 This article shall not apply to matters covered by Appendix "E" to this agreement unless the restructuring of a department or the integration of operations referred to in Appendix "E" involved also a technological change as defined herein, in which case this article applies.
- AA.5 Technological change is defined as the introduction of new electronic equipment or mechanization which necessitates the acquisition of new job related skills.
- AA.6 When the Employer decides to introduce technological change, five (5) representatives of the Board shall meet with five (5) representatives of the Union to discuss:
- AA.6.1 no later in than twelve (12) weeks prior to introduction of the change
- (i) the working environment of Employees affected by the technological change;
 - (ii) special arrangements which may be necessary to ensure the safe operation of equipment introduced as a result of technological change;
 - (iii) standards and procedures for the ongoing maintenance, inspection and repair of equipment.
- AA.6.2 no later than six (6) weeks prior to introduction of the change
- (i) any reduction in the number of permanent Employees resulting from the technological change
 - (ii) the manner in which AA.7 and AA.8 of this article will be applied to Employees impacted by the technological change.
- AA.7 When technological change is introduced, affected Employees will be given on the job training, or, where appropriate off-site training, without loss of pay, to a maximum of three (3) weeks to acquire the necessary skills required by such change. Where appropriate the Employer may, in its discretion, determine to provide additional training beyond the three (3) weeks.
- AA.8 In the event of technological change, Employees covered by this agreement with two (2) or more years Board seniority whose employment is affected by such change, if they cannot be trained as per AA.7, will be placed in alternative employment with the Board, their rate of pay shall be red-circled, and they will not be terminated or laid-off from employment by the Board as a result of such change.
- AA.9 Where a position covered by this agreement is reclassified to lower level because of technological change,

- a) the wage rate of the Employee in such position, at the time of the technological change, shall be red-circled until the rate of the reclassified position reaches that level.
- b) the Employee shall be offered other existing vacancies in the same wage classification and status as their previous position prior to reclassifications in accordance with the Employee's seniority and overall qualifications to do the work.
- c) an Employee who refuses the position offered in (b) shall thereafter receive the rate of pay of the position the Employee then holds.

AA.10 Any dispute with respect to the application of this section may be submitted to expedited arbitration as set out in the Re-deployment provisions of this agreement.

ARTICLE BB – SURPLUS/TRANSFER/BUMPING/LAYOFF/RECALL PROVISIONS

Provisions BB.1 to BB.23 shall apply to Seniority List A Employees.

Only provisions BB.1, BB.1.1., BB.1.2, BB.1.9, BB.2, BB.3, BB.20, apply to Seniority List B Employees.

General Guidelines

BB.1 A List of Employees to be declared surplus from Seniority List A will be made available to the Union at least thirty (30) working days prior to the surplus becoming effective. The Employer shall give thirty (30) working days notice of declaration of surplus to the Employees on the list made available to the Union.

Transitional Procedures: During the Transition Period, the obligation in BB.1 above, will be postponed until not less than forty five (45) working days prior to the District-Wide Date as defined in Appendix E.

BB.1.1 All transfer, bumping or recall procedures will be made in accordance with seniority, subject to the Employee's ability to perform the normal requirements of the job.

BB.1.1.1 When two or more surplus Employees have the same seniority date, the Employer will determine placement by lot for these Employees.

BB.1.2 Wherever practicable, the number of changes and disruption to the operations of the Employer shall be minimized.

BB.1.3 A surplus Employee will not be required to transfer or bump, and a laid off Employee will not be required to be recalled, to a position that results in a lower annual rate of earnings (exclusive of overtime) than that which exists for such Employee in the position from which the Employee was declared surplus.

- BB.1.3.1 When an Employee accepts a position with a lower annual rate of earnings (exclusive of overtime), such Employee waives any further right to transfer, bump or recall except,
- BB.1.3.1.1 Within twenty-four (24) months of the Employee's placement in the lower paid position a vacancy becomes available in the same wage classification and same status as the Employee's pre-displacement wage classification and status, the Employee will be offered such transfer.
- BB.1.3.1.2 Such offer of transfer as described in BB.1.3.1.1 above will be made only once for a position in the Employee's pre-displacement Administrative Region. An Employee has the right to refuse, only twice, all other offers of transfers to vacant positions as per BB.1.3.1.1 that are outside their pre-displacement Administrative Region.
- BB.1.3.1.3 An Employee's decision not to transfer, bump or be recalled to a position with a lower annual rate of earnings (exclusive of overtime) will not otherwise limit the Employee's right to bump or be recalled.
- BB.1.4 A surplus Employee cannot transfer or bump into, and a laid off Employee cannot be recalled to, a higher wage classification.
- BB.1.5 For the purpose of this article, "status" means:
- BB.1.5.1 regularly scheduled hours of work of the position per week (exclusive of overtime), and,
- BB.1.5.2 length of work year.
- BB.1.6 For the purpose of this article, "same wage classification" means those job classifications with the same maximum hourly rate (job rate), exclusive of shift premium and overtime.
- BB.1.7 For the purpose of this article, "annual rate of earnings" means the straight time hourly or weekly rate multiplied by the number of regularly scheduled hours of work or weeks per year.
- BB.1.8 No surplus Employee shall be laid off while a probationary or temporary Employee is employed in a position for which the Employee has the skill and ability to perform the normal requirements of the job. The probationary or temporary Employee shall be laid off and the surplus Employee shall be placed in that position.
- BB.1.9 In the event of a layoff involving Employees with the same seniority date, the laid off Employee will be determined by lot.
- BB.1.10 For the purposes of this Article "pre-displacement region" is the region in which the surplus employee last held a permanent position or was permanently placed.
- BB.1.11 Articles BB.3, BB.4. and BB.5 are modified by the following provisions:

- BB.1.11.1 Provided it does not exceed the regularly scheduled hours lost, an Itinerant Music Instructor will only be offered:
- a) a transfer to a vacancy (or combination of vacancies),
 - b) an opportunity for bumping,
 - c) an opportunity for recall or
 - d) a combination of transfer, bumping and/or recall
- that can operationally be scheduled by the Employer to fit into the existing schedule of the Itinerant Music Instructor.
- BB.1.12 A loss of regularly scheduled hours by an Itinerant Music Instructor shall include all paid hours lost by the IMI.
- BB.1.13 Subject to operational needs, the Employer will endeavor to schedule such offers of transfer, bumping and recall in order to recover the IMI's lost regularly scheduled hours.

Surplus

- BB.2 In the event of what is primarily a District-wide reduction in staff, Employees will be declared surplus within their job classification in the reverse order of their seniority.
- BB.3 In the event of other reductions such as a site/location reduction in staff or a reduction in non-school based positions in a department, Employees will be declared surplus in that site/location within their job classification in the reverse order of their seniority.
- BB.4 In the event that a student with an assigned special support Educational Assistant, leaves a school, such special support Educational Assistant will either be declared surplus or may opt to transfer with the student if the transfer of the student results in a special support Educational Assistant vacancy which would otherwise be filled. However, should a replacement to work with the student be needed and not be readily available, the special support Educational Assistant shall move with the student to a new location for a transitional period of up to a maximum of ten (10) working days prior to being declared surplus.
- BB.5 In the event of a reduction of regularly scheduled hours for an assignment for an Itinerant Music Instructor, surplus will be declared as follows:
- BB.5.1 Site closure – all IMI Employees in that site will be declared surplus;
 - BB.5.2 Class closure – the IMI Employee assigned to that class will be declared surplus;
 - BB.5.3 Program closure/reduction – all IMI Employees in that program in the case of a closure or in the case of a reduction, IMI Employees in that program being reduce in reverse order of seniority
 - BB.5.4 Site relocation (only where the relocation cannot be accommodated into the remaining regularly scheduled hours of the Itinerant Music Instructor (otherwise, site relocations are not considered a surplus situation) – the IMI Employee whose schedule cannot accommodate the relocation.

Transfers

- BB.6 For the purposes of this Article, an administrative region is the administrative region as determined by the Board.
- BB.7 A surplus Employee will be transferred in accordance with BB.1.1 to any available vacancy in the same wage classification and the same status. If more than one vacancy in the same wage classification and the same status is available, the surplus Employee may select, in accordance with BB.1.1, from amongst the available vacancies.
- BB.7.1 If the Employee refuses such transfer because it is outside the administrative region from which the Employee was declared surplus, the Employee may exercise their rights under BB.10 to BB.14 or elect to be placed on layoff.
- BB.8 If there is no available vacancy pursuant to BB.7, and prior to exercising rights under BB.10, the surplus Employee may opt to transfer in accordance with BB.1.1 to any available vacancy at the same wage classification or a lower wage classification, which results in a lower annual rate of earnings (exclusive of overtime). An Employee who exercises the option to transfer to a lower wage classification that results in a lower annual rate of earnings (exclusive of overtime) shall have rights under BB.1.3 to BB.1.3.1.3 inclusive.
- BB.9 An Employee who is placed in a vacancy shall be permitted a twenty (20) working day familiarization period. An Employee who is unable to perform the normal requirement of the job during the familiarization period shall either be entitled to exercise bumping under BB.10, voluntarily choose to fill a vacancy at a lower classification under BB.8. or voluntarily choose layoff.

Bumping

- BB.10 Bumping means the process whereby, subject to BB.1.1:
- BB.10.1 if there is one surplus Employee, such Employee displaces the least senior Employee in a position in accordance with BB.11 to BB.13.
- BB.10.2 if more than one (1) Employee is declared surplus at the same time, such surplus Employees shall, on the basis of seniority, choose to displace an Employee from amongst a group of the least senior Employees. The group of least senior Employees shall be a group that enables the application of BB.11 to BB.13. The group shall not be numerically greater than the number of surplus Employees.
- BB.11 Firstly, in the same wage classification and status, and where this is not possible the next least senior Employee within the same wage classification and status, and so on until there is no less senior Employee in the same wage classification and status that can be bumped. Where this is not possible;
- BB.11.1 Secondly, in the same wage classification, provided it does not result in a higher annual rate of earnings (exclusive of overtime) and where this is not possible, the next least senior Employee within the same wage classification provided it does not result in a higher annual rate of earnings (exclusive of overtime), and so on until

there is no less senior Employee in the same wage classification that can be bumped. Where this is not possible;

- BB.11.2 Thirdly, in the next lower wage classification provided it does not result in a higher annual rate of earnings (exclusive of overtime), and where this is not possible the next least senior Employee within this lower wage classification provided it does not result in a higher annual rate of earnings (exclusive of overtime), and so on until there is no less senior Employee in this wage classification that can be bumped, and so on.
- BB.12 An Employee cannot bump an Employee with higher seniority.
- BB.13 An Employee who exercises bumping rights shall be permitted a twenty (20) working day familiarization period. An Employee who is unable to perform the normal requirements of the job during the familiarization period shall be laid off.
- BB.14 An Employee who is unable to bump any other Employee will be given notice of layoff in accordance with the Employment Standards Act and Regulations, and will be laid off.

Recall

- BB.15 An Employee on layoff will be recalled in order of seniority in accordance with BB.1.1 to any vacancy, provided it does not result in a higher annual rate of earnings (exclusive of overtime).
- BB.16 The Employer shall notify the Employee of recall opportunity by telephone and will then confirm such opportunity by registered mail, addressed to the last address on record with the Employer. Notification will be copied to the Union. The notification will state the vacancy, the wage classification and status, which the Employee is eligible to be recalled and the date and time at which the Employee shall report to work. Employees shall be allowed a maximum of 10 working days to report to work if they are unable to report at an earlier time should an earlier report date be offered.
- BB.17 If an Employee on layoff does not accept recall to a position with the same wage classification, same status, and within the same administrative region, from which the Employee was laid off, such Employee shall be deemed to have resigned.
- BB.17.1 An Employee may refuse recall, only twice, to a position with the same wage classification and same status, which is outside their pre-displacement Administrative Region. If an Employee does not accept recall to such a position on the third offer, such Employee shall be deemed to have resigned.
- BB.18 An Employee may waive the right to recall to any position or temporary position that results in a different status and/or a different wage classification from the Employee's pre-layoff wage classification and status without prejudice to the right of recall to the wage classification and status from which the Employee was originally laid off.

- BB.18.1 Upon accepting recall to a position with a lower annual rate of earnings (exclusive of overtime), an Employee shall waive all rights to a further recall except within twenty-four (24) months of the Employee's placement in the lower paid position a vacancy becomes available in the same wage classification and the same status as the Employee's pre-displacement wage classification and status. The Employee will be offered such transfer as more particularly described in sub-clauses BB.1.3.1.1. and BB.1.3.1.2.
- BB.19 An Employee who exercises the right of recall shall be permitted a twenty (20) working day familiarization period. An Employee who is unable to perform the normal requirements of the job during the familiarization period shall continue on layoff as if there had been no recall.
- BB.20 If an Employee is recalled in accordance with BB.1.1 during a period of any approved leave, the Employee will accept recall and commence employment at the conclusion of the leave(s) or termination of employment will be confirmed.
- BB.21 An Employee accepting recall to a temporary position or assuming a temporary position under BB.1.8 shall remain as an Employee with seniority on List A or B. If the Employee has not been placed pursuant to BB.7, at the conclusion of the temporary assignment, the Employee shall return to their position on the recall list or exercise his/her right to bump, as the case may be.
- BB.22 In the event of a reduction of Employees on Seniority List B, Employees will be laid off in the reverse order of their seniority within their job classification in their administrative region. An Employee from Seniority List B on layoff will be recalled in order of seniority to an available vacancy within their job classification. However, an Employee may refuse a recall, only once, to an administrative region other than the administrative region from which they were laid off without jeopardizing their place on the recall list.
- BB.23 Despite BB.22, for Itinerant Music Instructors on Seniority List B, surplus will be declared in accordance with BB.24 below, as a result of a loss of regularly scheduled hours due to a:
- BB.23.1 site closure,
- BB.23.2 class closure,
- BB.23.3 program closure/reduction or
- BB.23.4 site relocation only where the relocation cannot be accommodated into the remaining regularly scheduled hours of the Itinerant Music Instructor (otherwise, site relocations are not considered closures).
- BB.24 In the event of a reduction of regularly scheduled hours for an assignment, surplus will be declared in accordance with BB.5.
- BB.25 Itinerant Music Instructors from Seniority List B on layoff, will be recalled in order of seniority to an available vacancy, or combination of vacancies provided it does not

exceed the regularly scheduled hours lost by the Itinerant Music Instructor, subject to the following provisions:

- BB.25.1 the Employee's skills and ability to perform the normal requirements of the job;
- BB.25.2 the operational feasibility of the vacancy fitting into the existing schedule of the Itinerant Music Instructor. Subject to operational needs, the Employer will endeavor to schedule such offers of recall in order to recover the Instructor's lost regularly scheduled hours;
- BB.25.3 a loss of regularly scheduled hours by an Itinerant Music Instructor shall include all paid hours lost by the Instructor;
- BB.25.4 for any lost regularly scheduled hours an Instructor is unable to recover through recall, she/he shall continue to be considered surplus only for those unrecovered hours. Where more than one such vacancy is available for the IMI to be recalled to, the IMI will be able to choose from such available vacancies.
- BB.26 An Employee on Seniority List A, who in accordance with O.7.2 had regularly scheduled hours of more than one position combined for the purposes of placing them on List A, and where at least one of those assignments is an assignment which is regularly scheduled for 10 hours or less per week, will be considered part of the surplus and recall procedures as per BB.27 to BB.29 for such 10 hour or less assignment(s).
- BB.27 In the event of a district wide reduction of Employees on Seniority List B, Employees will be:
 - BB.27.1 Firstly, laid off in the reverse order of their seniority within their job classification in their administrative region;
 - BB.27.2 Secondly, should allocations within a site/location then change resulting in some sites being over staff complement for that job classification and some sites being under staff complement for that job classification, Employees remaining in a site that is over staff complement will be transferred, in reverse order of seniority, to any available vacancy in their job classification. If more than one vacancy in the job classification is available, the Employees to be transferred may select from amongst the available vacancies in their job classification.
- BB.28 An Employee from Seniority List B on layoff will be recalled in order of seniority to an available vacancy within their job classification. However, an Employee may refuse a recall, only once, to an administrative region other than the administrative region from which they were laid off without jeopardizing their place on the recall list.
- BB.29 In the event of a site reduction of Employees on Seniority List B, Employees will be:
 - BB.29.1 Firstly, declared surplus in the reverse order of their seniority within their job classification in their site; if there is an available vacancy in the Employee's job classification, the surplus Employee will be offered such transfer prior to being laid off.

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. The Union and the Employer shall ensure that the final draft of the collective agreement shall use language that is gender neutral.

Successor Rights

- CC.3 In the event the Employer shall merge, amalgamate or combine any of its operations or functions with another employer, the Employer agrees to discuss the retention of seniority rights for all Employees who are members of the bargaining unit with the new Employer.

Administer Medication

- CC.4 No Employee shall be required to administer medication by injection to students. No Employee except Health Care Assistants or similar classifications shall be required to catheterize students.

Professional Fees and Licenses

- CC.5 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.6 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.

Schedules and Appendices

- CC.7 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.

ARTICLE DD – DURATION AND TERMINATION

- DD.1 The term of this Agreement shall commence on September 1, 2000 and shall expire on 31 August 2003.

- 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.
- DD.4 Subsequent to May 1, 2002, either party may give notice to the other to re-open the Collective Agreement with respect to Wages and Benefits for the third year of the Collective Agreement. (See Appendix H.)

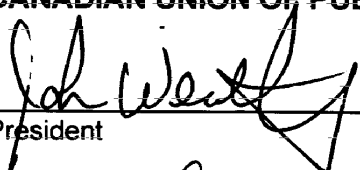
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this _____ day of _____, 2002.

TORONTO DISTRICT SCHOOL BOARD


Chair

Director of Education

**LOCAL 4400
CANADIAN UNION OF PUBLIC EMPLOYEES**



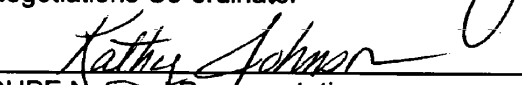
President



Vice-President



Negotiations Co-ordinator



CUPE National Representative

Union's Negotiating Team

Colleen Vandeyck - Negotiations Coordinator
Jim Alston
Diana Andrews
Estelle Bigue
Giselle Burton
Gloria Castle
Marie Clarke-Walker
Shirley Dawson
Justin Farquhar
Valerie Hannah
Alice Henderson
Michelle Horvath
Anna Hutchison

Patricia Markle
Katie McGovern
Kathleen McGrath
Ondina Veiga
Catherine Young
Debbie Oldfield (Ex-officio)
Anne Cowan
Norma McGibbon

Appendix A

Schedule of Wages

Grade	Effective Sept 1, 2000			Effective Jan 1, 2001			Effective Sept 1, 2001			Effective April 1, 2002		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A	12.08	13.22	14.37	12.20	13.35	14.51	12.44	13.62	14.80	12.66	13.85	15.05
B	12.55	13.75	14.95	12.68	13.89	15.10	12.93	14.17	15.40	13.15	14.41	15.66
C	13.05	14.29	15.53	13.18	14.43	15.69	13.44	14.72	16.00	13.67	14.97	16.27
D	13.56	14.87	16.16	13.70	15.02	16.32	13.97	15.32	16.65	14.21	15.58	16.93
E	14.12	15.46	16.81	14.26	15.61	16.98	14.55	15.92	17.32	14.79	16.19	17.61
F	14.67	16.07	17.46	14.82	16.23	17.62	15.12	16.55	17.98	15.37	16.84	18.29
G	15.26	16.72	18.17	15.41	16.89	18.35	15.72	17.23	18.72	15.99	17.52	19.04
H	16.17	17.71	19.25	16.33	17.89	19.44	16.66	18.25	19.83	16.94	18.56	20.17
I	17.05	18.66	20.29	17.22	18.85	20.49	17.56	19.23	20.90	17.86	19.56	21.26
J	18.21	19.95	21.67	18.39	20.15	21.89	18.76	20.55	22.33	19.08	20.90	22.71
K	19.37	21.22	23.07	19.56	21.43	23.30	19.95	21.86	23.77	20.29	22.23	24.17
L	21.40	23.44	25.47	21.61	23.67	25.72	22.04	24.14	26.23	22.42	24.55	26.68

Grade	Effective Sept 1, 2000			Effective Jan 1, 2001			Effective Sept 1, 2001			Effective April 1, 2002		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
M	23.53	25.78	28.02	23.77	26.04	28.30	24.25	26.56	28.86	24.66	27.01	29.35
N	25.89	28.36	30.82	26.15	28.64	31.13	26.67	29.21	31.75	27.12	29.71	32.29
O	28.48	31.20	33.91	28.76	31.51	34.25	29.34	32.14	34.94	29.83	32.69	35.53
ITINERANT MUSIC	36.68	40.18	43.67	37.05	40.58	44.11	37.79	41.39	44.99	38.43	42.09	45.76

Harmonization wage rates to be appended upon completion of Harmonization Arbitration and will be printed as a separate addendum.

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

<u>Effective Date</u>	<u>% increase</u>
September 1, 2000	1%
January 1, 2001	1%
September 1, 2001	2%
April 1, 2002	1.7%

APPENDIX B

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 work (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-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 benefit 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 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 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 provisions shall apply : For up to 15 weeks following the two week waiting period under 7. above the benefit level paid under the plan shall be \$75.00 per week providing the Employee remains in receipt of E.I. benefits as set out under 4. above.
 9. In accordance with current employment insurance regulations the Employer shall inform 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 C

SELF-FUNDED LEAVE PLAN

1. This Plan shall be open to all Employees on Seniority List A.
2. An Employee who wishes to participate in the Plan shall make application by February 28 for a Plan commencing the following September 1 and ending August 31 or by June 30 for a Plan commencing the following January 1 and ending December 31, whichever is appropriate.
 - (a) Notwithstanding 2 above, school based Employees shall only be permitted their leave to commencing September 1 and ending August 31.
3. The Employer may accept or reject an Employee's application for the Leave plan.
4. A maximum of seventy-five (75) Employees may receive approval for the Self-Funded Leave 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 shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
 - (b) In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
 - i. Seniority
 - ii. Job Function
 - iii. 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 or January 1, subject to 2 (a) above.
8. Withdrawal at the option of the Employee is only permitted by reason of 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 experience for salary purposes and service for vacation entitlement only.
10. An Employee shall not accrue in the year of the leave period vacation or sick leave credits.

11. 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 salary, as defined in paragraph 11(c), to which but for this Agreement the Employee would otherwise be entitled;
- (b) 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 OMERS Pension Plan based on 100% of the total salary. Total salary is defined as grid salary plus allowances excluding expense or travel allowance.

12. In the one year of the leave period, the Employer will pay:

- (a) to the employee eighty percent (80%) of the total salary to which the employee would otherwise be entitled if the employee were not on the leave of absence;
- (b) 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) its contribution to the O.M.E.R.S. Pension Plan for O.M.E.R.S. contributions based on one hundred percent (100%) of the total salary.

13. In consideration of salary and the share of insured employee benefits which will be paid by the Employer during the leave period, as set out in paragraph 12 above, the Employee agrees to the reduced salary which will be paid by the Employer during the work period, as set out in paragraph 11 above.

14. 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 leave is taken.

15. The Employer shall make:

- (a) the appropriate payroll deductions from the eighty percent (80%) payable to the Employee for the balance of the cost of the insured employee benefits and shall make deductions for income tax purposes and other purposes as are required by law;
- (b) the appropriate payroll deductions for the OMERS Pension Plan based on 100% of the total salary; and
- (c) other deductions consistent with those made for other Employees who are not on leave if requested to do so by the Employee.

16. The Employer, for operational reasons, may request that an Employee defer the period of leave for one year. An Employee, for personal reasons, may elect to defer the period of leave for one year. The Employer's request or the Employee's election shall be made not later than five 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 salary and employee benefits in the fifth year shall revert to 100%. When the postponed leave is actually taken in the sixth year, the Employer shall pay:
 - (a) 80% of the Employee's salary to the Employee; and
 - (b) 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.
17. If the Employee dies during the term of this Agreement 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.
18. If the Employee dies during the term of this agreement 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.
19. If, as a result of accident, injury or illness, the Employee becomes permanently disabled during the term of this agreement and, in the opinion of the Employer's doctor(s), is no longer medically fit to carry out the Employee's duties, this agreement 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 withdrawal because of accident or illness shall be made within ninety (90) days of such event.
20. In the event an Employee is granted a leave without pay during the term of this agreement, the period of this agreement shall be extended by the length of the term of the leave without pay provided that the period covered by this Plan shall not exceed six years in any case.
21. No interest shall be payable by the Employer or by the Employee on any monies payable by either of them under this agreement.
22. 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 paragraph 19. Payments of deferred funds upon retirement, resignation or reassignment outside the bargaining unit shall be made within ninety (90) days of such event.

23. This agreement shall not be construed as a guarantee of employment for the term of this agreement.
- (a) An Employee returning from leave shall be placed in a position equivalent to that occupied prior to taking leave.
 - (b) The Employee shall return to regular employment with the Employer for one full year following the year of leave.

APPENDIX D

SICK LEAVE CREDIT AND GRATUITY PLAN

Including Provision for Special Leaves

Part I – General

1. The "Plan" means the Sick Leave Credit and Gratuity Plan as set out below:
 - (a) "Board" means the Toronto District School Board;
 - (b) A "Credit" means a sick leave credit entitling an eligible Employee to be paid his/her salary for one day under the provisions of this Plan during his/her absence from duty.
 - (c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
 - (d) The "Working Year" shall commence on the first day of January for twelve month Employees and on the first day of September for less than twelve month Employees.
 - (e) "Basic Salary" means salary as per relevant schedule of the Collective Agreement, exclusive of overtime and is prorated for part-time Employees.
 - (f) "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.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director or designate.
3. The Director or designate shall in accordance with the terms of the Plan have power to do and perform all things necessary for the conduct of the Plan, including the power to allow or disallow any Credits or deductions thereof and to compute upon severance of employment the number of credits to which the Employee is entitled.
4.
 - (a) The Director or designate shall be responsible for keeping a record of accumulated Credits and deductions therefrom.
 - (b) Credits shall be recorded in an Employee's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.
5.
 - (a) Those included in the Plan shall be:
 - (i) all eligible Employees of the Board regularly scheduled to work fifteen (15) hours or more per week in one or more assignment(s) in accordance with Article R.2
 - (b) Those not included in the Plan shall be:
 - (i) Employees not regularly scheduled to work fifteen (15) hours or more in one or more assignment(s);
 - (ii) persons employed on a per diem basis or temporary employees.
 - (iii) Person employed in the summer including students;
 - (iv) Employees employed in externally funded programs.
6. Subject to the provisions in Part VII relating to Special Leave.
 - (a) At the beginning of each working year there shall be placed in the sick leave account of

each Employee included in the Plan on a working year of twelve (12) months, twenty-four (24) credits, and on a working year of less than twelve (12) months a prorated number of credits.

- (b) At the beginning of his/her employment there shall be placed in the sick leave account of each Employee included in the Plan whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.
- (c) An Employee absent from duty at the start of a Working Year and who has exhausted his/her Credits shall not be entitled to sick leave credit for such Working Year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis. Subject to Article Q.1, an employee absent on unpaid leave of absence (with the exception of Statutory Leave) at the start of a Working Year shall not receive any sick leave Credits for such year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis.

- 7. The credits of each Employee included in the Plan shall be accumulated in his/her sick leave account from year to year.
- 8. To the extent that an Employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

Employees shall be permitted to exhaust their sick leave credits under this plan before they utilize the sick leave credits under Employment Insurance.

Part II - Credits from Previous Plans and Transfers

- 9. Where an Employee ceases to be employed by the Board,
 - (a) the number of credits standing to his/her Credit under the Plan shall be reduced by two (2) credits for each month or part of a month remaining in the Working Year of such Employee;
 - (b) if the Employee receives a gratuity or other allowance calculated in relation to or on the basis of the Credits in his/her sick leave account, the Credits standing to his/her credit shall be reduced to zero (0).
- 10. Where an employee of a school board, municipality or local board thereof within the Province of Ontario that had established a sick leave credit plan becomes an Employee of the Board, the Board shall, place to his/her credit in his/her sick leave account that number of Credits equal to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of Credits to be so placed shall not exceed the number of Credits that would have been accumulated at the rate set under the Plan.
- 11. In the event of re-employment the Director or designate shall reinstate the Credits standing to the credit of the Employee on resignation unless such re-instatement is specifically prohibited by Statute. (subject to Section 9 (b)).

Part III - Absence Due to Illness with Deductions from Credits

12. (a) Absence for illness of the Employee for a period of three (3) consecutive working days or less may be certified by the appropriate manager/principal.
(b) Absence for illness over three (3) consecutive working days shall be certified by a licensed medical practitioner, a licensed chiropractor or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases there may be exemptions at the discretion of the Director or designate.
13. 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 under the Plan.
14. The Director or designate may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery or may appoint a medical practitioner or licentiate of dental surgery at the Board's expense.
15. Subject to the provisions relating to the Workplace Safety and Insurance Board as outlined in Section 18, a Credit shall be deducted from an Employee's sick leave account for each day of absence due to illness or dental condition for which the Employee's salary is paid, and no salary payments shall be made to an Employee for his/her absence due to illness or dental condition beyond the number of Credits in his/her sick leave account.
- 16 Subject to the provisions relating to the Workplace Safety and Insurance Board, each Employee who is absent from duty due to illness or dental condition shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the Credits in his/her account.
- 17 Nothing herein precludes an Employee from receiving sick leave pay if absent because of complications arising out of her pregnancy or post delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

Part IV - Absence With Payment Under the Workplace Safety and Insurance Act

- 18 Where an Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act,
 - (a) such Employee shall be entitled to receive payment under the Plan of the difference between his/her salary and the amount of such award but only to the extent of the credits in his/her account; and
 - (b) there shall be no deduction of credits for payments made under the provisions of the Workplace Safety and Insurance Act but such absence from duty shall result in deductions from credits.

Part V - Sick Leave Credit Gratuities

- 19 A sick leave Credit gratuity shall be paid:
 - (a) to an Employee who retires and is eligible to receive a normal or early pension or annuity according to the terms and conditions under the Ontario Municipal Employees' Retirement System or the Teachers' Pension Plan;

- (b) to an Employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
- (c) to a named beneficiary or to the estate of an Employee who dies while in the employment of the Board;

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

20 The sick leave Credit gratuity to be paid shall be equal to two percent (2%) of the final annual basic salary of the Employee at the time of his/her retirement, disability or death, multiplied by the number of full years' service with the Board (for the purpose of this paragraph, service with Le Conseil des ecoles francais de la communaute urbaine de Toronto (CEFCUT) prior to January 1, 1998 shall be included) as a member of the Plan, provided that the amount of such payment shall not exceed the Statutory limit. For Employees on a working year of 10 months this Statutory limit would be the lesser of:

(a)

$$\frac{\text{Annual salary}}{200} \quad \times \quad \text{Accumulated Sick Leave} \quad \times \quad \frac{1}{2}$$

(b) Annual salary x 1/2

For Employees on a working year of 12 months this Statutory limit would be the lesser of:

(a)

$$\frac{\text{Annual salary}}{240} \quad \times \quad \text{Accumulated Sick Leave} \quad \times \quad \frac{1}{2}$$

(b) Annual salary x 1/2.

21 For the purpose of calculating the amount of sick leave Credit gratuity, only Credits earned by the Employee during employment with the Board or Predecessor Board (for the purpose of this paragraph, credits earned with Le Conseil des ecoles francais de la communaute urbaine de Toronto (CEFCUT) prior to January 1, 1998 shall be included) shall be taken into account. Credits accumulated from other employment will be used first in the case of illness but will not be used in the calculation of the gratuity.

22 The service gratuity plan in force in the Predecessor Boards of North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by those Predecessor Boards prior to January 1st, 1972.

(The interpretation to be placed on this clause shall be viz: "That Employees who were hired by the former North York Board of Education, or the former Toronto Board of Education prior to January 1st 1972 have the option at termination of their employment, of electing to accept the service gratuity referred to in Clause 22 or the sick leave credit gratuity provided for in the plan.")

Part VI Miscellaneous Leave

- 23 The Director or designate may grant miscellaneous leave up to a maximum in any one year of five (5) days to an Employee on a Working Year of less than twelve months, and six (6) days to an Employee on a working year of twelve (12) months, without loss of salary but with deductions from Credits accumulated under the Plan for the purpose of:
- (a) attending the graduation of a husband, wife, son or daughter,
 - (b) attending an adult drama or music festival in which the employee is a participant,
 - (c) attending trustee or other relevant conventions when the employee is a trustee in another municipality or is a member of a municipal council,
 - (d) participating in tournaments or athletic track and field meets related to Olympic Games, or finals of national competitions approved by the Board,
 - (e) moving to a new place of residence,
 - (f) caring for a member of the employee's immediate family in a case of serious illness when the employee has been unable to obtain other proper care for such member,
 - (g) attending the funeral of a close relative or close friend,
 - (h) attending as president or senior executive officer at approved convention, meeting or other function of a lodge, service club, church council, alumni association or recognized community organization,
 - (i) observing religious Holy Days,
 - (j) a father/spouse attending the birth of the father's/spouse's child,
 - (k) when adoption leave is not taken and circumstances require the Employee to be present during the adoption procedure;
 - (l) under special circumstances for reasons approved by the Director or designate;
- 24 The Director or designate shall grant an absence of up to three (3) days without loss of salary and sick leave credits to an Employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters, grandparents and grandchildren. Under special circumstances for reasons approved by the Director or designate additional days may be granted required for traveling time or other special circumstances.
- 25 The Director or designate may grant miscellaneous leave, other than that limited to five (5) or six (6) days in paragraph 23 hereof without loss of salary and without deductions from Credits accumulated under the Plan, for the purpose of:
- (a) writing university or similar examinations,
 - (b) attending the Employee's own graduation,
 - (c) quarantine or other order of the medical health authorities,
 - (d) jury duty or duty as a witness in any court to which he/she has been summoned in any proceedings or where the Employee is required by law to attend court either as a person charged or as a party in any action, but Credits may be deducted for absence as provided in the Board's regulations governing Miscellaneous Leaves, or
 - (e) under special circumstances for reasons approved by the Director or designate.

PART VII Special Leave

No credits shall be placed in, deducted from, or accumulated in the account of an Employee in respect of that period of absence from duty for Special Leave.

1. The Board may grant on the recommendation of the Director of Education or designate special leave to an Employee who has demonstrated a high level of competence in his/her employment.

2. Special leave may be granted for the purpose of upgrading or updating employment qualifications, which shall be reported to the Board.
3.
 - (a) To qualify for special leave an Employee shall have completed a minimum of six years of service in the employ of the Board.
 - (b) Special leave for exceptional circumstances may be granted on an ad hoc basis, which shall be reported to the Board.
4. An Employee desiring special leave shall apply to the Director of Education or designate in writing giving reasons and details regarding the purpose of the proposed leave.
5.
 - (a) Salary and other benefits shall be paid or credited to Employees granted special leave while continuing with the purpose of the leave in an amount equal to 80% of the Employee's basic salary at the date of commencement of leave.
 - (b) Tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave but the amount shall not exceed an aggregate maximum of \$1,000 per annum and receipts shall be submitted to the Director of Education or designate.
6. An Employee granted special leave shall, before going on such leave, execute an agreement with the Board in the form attached hereto to remain in the employ of the Board for a period of time equal to twice the period of the leave following the Employee's return from leave, but in any case not more than two (2) years following the Employee's return from leave.
7. An Employee failing to carry out the purpose for which the leave was granted shall upon request repay to the Board the money paid on account of the leave or, on failing to remain in the employ of the Board for the agreed minimum period, shall upon demand repay to the Board pro rata the money paid by the Board on account of the leave. Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the Employee.
8. An Employee granted special leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for superannuation, pension, income tax or other required deductions shall be on the basis of the actual salary paid. Employees on special leave shall be responsible for making their own arrangements for any further payments to any pension fund to which they belong.
9. When leave is granted, the duration of the leave shall be determined by the Director or designate.

PROCESS FOR TRANSITIONAL STAFFING TO DISTRICT WIDE DATE-TRANSITION PERIOD

CUPE UNIT C

Note: The establishment of the functions of the proposed Redeployment Committee are not part of "seniority provisions" which are subject to OLRB determination pursuant to the Public Sector Labour Relations Transitions Act but are included in Appendix E to indicate how the TDSB envisages the seniority provisions working during the Transition Period. Only paragraphs 9 through 19 are intended to modify seniority provisions for the Transition Period.

1. The Board approves restructuring of a department.
2. A Redeployment Committee of five (5) Union and five (5) Employer representatives will be established as soon as possible following the execution of this Agreement.
3. The Committee will discuss alternative strategies to reduce the impact of restructuring including the following:
 - a) methods to reduce the number of changes and disruptions to the operations of the Board;
 - b) alternatives to layoffs;
 - c) implementation issues arising from any early leaving plan;
 - d) training opportunities to assist Employees to perform the functions of the restructured jobs including identifying the sources of funding for such opportunities;
 - e) contracting in of work currently out-sourced;
 - f) such other matters as will assist in addressing redeployment issues;

In addition, the Committee shall also be responsible for monitoring the surplus, placement, layoff, bumping and recall procedures during the Transition Period and shall be provided with the information reasonably necessary to accomplish this as so exemplified in paragraphs 6 and 7 hereof. The Committee is not precluded from raising once again for discussion any of the issues outlined in clauses (a) to (f) of this paragraph 3 during the period up to the District-wide Date.

- 4.(a) It is understood that the Employer will establish an interim rate for new and restructured jobs. Subsequent to the filling of the jobs in accordance with 9. (a), the determination of the appropriate rate for the jobs will be referred to the Joint Pay Equity/Job Reclassification Committee for review.

If it is determined that the appropriate rate for the job is higher than the interim rate, then such rate shall be retroactive to the date the Employee assumed such job. If it is

determined that the appropriate rate for the job is lower than the interim rate, then the Employee shall be grandparented at the interim rate for a period of one year.

- 4.(b) The Committee will be provided with the organizational chart, job titles, job postings/summary of duties and qualifications, number of positions, status, interim job rate and locations within each restructured department. The Committee will also be provided in respect of each department as it is restructured with a list of pre-existing job classifications, pre-existing job classification pay rates, status, former Board, seniority date, employee number, and employee first and last name, within the bargaining unit who are affected by the restructuring of such department.

Non-School Based Staff

5. The process set out in paragraphs 6 to 11 hereof applies to non-school based staff in a restructured department.
6. The Committee will be provided with a list of pre-existing job classifications that are Essentially Similar Jobs* to each of the jobs identified in paragraph 4 above. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
7. The Committee will be provided with a list of Directly Affected Employees**. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
8. Directly Affected Employees will complete a transitional staffing form indicating skills, experience and preferred work location(s).
9. (a) Directly Affected Employees in Essentially Similar Jobs will be transferred within the restructured department to available vacancies in the Same Wage Classification and same status by seniority subject to Employees having the skills and ability to perform the normal requirements of the job. Choice of location, if applicable, will be by seniority but it is understood that the time within which the Employee's preference must be provided to the Employer will necessarily be of short duration (but not less than three (3) working days). Prior to the transfers, the Committee shall meet to review such placements. All other positions in the Restructured Department (i.e. new jobs) that are not Essentially Similar Jobs will be posted in accordance with Article P of the Collective Agreement.
9. (b) An Employee who refuses such a transfer to a job in the Restructured Department shall be placed in temporary assignment(s) with no reduction in status or annual rate of earnings as outlined in paragraph 10.
10. (a) Employees in a Restructured Department not transferred as per paragraph 9 above shall be placed in temporary assignment(s) until the earliest of (i) the District Wide Date, or (ii) the Employee is placed in an Essentially Similar Job in another restructured department, or (iii) placed pursuant to a job posting under Article P or (iv) is transferred to a school-based vacancy as provided in paragraph 15 hereof.
- 10.(b) The Committee will be provided on a monthly basis with a list of surplus Employees who remain in temporary assignments awaiting the District Wide Date. Employees in temporary assignments on the District Wide Date may exercise transfer, bumping and/or layoff/recall rights as specified in Articles BB.6 to BB.28 of the Collective Agreement.

Employees in temporary assignments awaiting the District Wide Date can also apply for vacancies at any time as per Article P of the Collective Agreement.

11. Lay-off and the rights under Article BB specified in paragraph 10 hereof (i.e., BB.8 to BB.28) shall be deferred until the District Wide Date (December 31, 1999 or such other date by which the Employer determines that its restructuring of departments employing members of the bargaining unit has been completed or sufficiently progressed). For the purposes of bumping immediately following the District-Wide Date, "Same Wage Classification" shall be defined as below.
12. The process set out in paragraphs 13 to 18 hereof applies to school-based staff, i.e., those not addressed by paragraphs 5 to 11 hereof. For the purposes of paragraphs 13 and 14 hereof "Category" refers to each of the following groupings of job classifications:
 - (a) elementary school clerical/secretarial classifications;
 - (b) secondary school clerical/secretarial classifications;
 - (c) education/teacher assistant classifications other than those primarily working with special needs exceptional pupils (special ed.) set out in (d) below;
 - (d) education/teacher assistant classifications primarily working with special needs exceptional pupils such as developmental handicapped, multi-handicapped and behavioral;
 - (e) aquatic staff classifications;
 - (f) cafeteria staff classifications;
 - (g) health care staff classifications; and
 - (h) food school staff classifications.

The parties have also discussed "technical staff" classifications primarily based in schools e.g., media technicians and professionals or paraprofessionals. Since it is anticipated that these classifications are in department(s) which will be restructured, it was concluded that they should be governed by the processes of paragraphs 5 to 11 hereof. However, if in the opinion of the Redeployment Committee this does not prove to be accurate, the Redeployment Committee may agree that the process set out in paragraphs 13 to 20 hereof be applied to additional classification which are school-based. The Committee may also agree to modify either process 5-11 or 13-20 if appropriate for redeployment of such job classifications.

13. The Employer will identify each of the job classifications which falls within the Categories set out in paragraph 12, subject to full consultation with the Union. (The Employer will endeavour to identify and consult within two (2) months of the Effective Date.) The parties may agree through the Redeployment Committee to amend the list of Categories in order to accommodate the various job classifications within the bargaining unit.
14. If a surplus of Employees within a job classification in a Category occurs across the District or in all classifications in a Category across the District, surplus will be declared on a District-wide basis, i.e., in reverse order of seniority within each job classification within the Category. If, however, the surplus condition occurs in a school or schools because of the allocation of a number of staff to a school, the Employees in that school will be declared surplus in reverse order of seniority in the overstaffed job classification within their Category in the school. In either case, such surplus Employees will be assigned to a temporary assignment(s) until the earliest of:
 - (a) the District-wide date; or

- (b) placed pursuant to a job posting under Article P of the Collective Agreement; or
- (c) placed pursuant to paragraph 15 hereof

15. If a vacancy occurs in a school prior to the District-wide Date, the most senior surplus Employee in the Same Wage Classification and same status who is on temporary assignment will be transferred to the vacancy subject to such Employee having the skills and ability to perform the normal requirements of the job. If the most senior surplus Employee rejects the transfer, the next most senior surplus Employee in the Same Wage Classification and same status who is on temporary assignment will be offered the transfer subject to such Employee having the skills and ability to perform the normal requirements of the job and so on until there is no such eligible Employee in a temporary assignment.

If no such Employee is available or qualified or if no such Employee accepts the transfer, then the above process will be repeated for Employees in the Same Wage Classification but with a different status provided it does not result in a higher rate of annual earnings (exclusive of overtime.)

If no such Employee is available or qualified or if no such Employee accepts the transfer, the most senior surplus Employee in the next higher wage classification who is on temporary assignment, having the skills and ability to perform the normal requirements of the job will be offered the position provided it does not result in a higher rate of annual earnings (exclusive of overtime).

If no such Employee is available or if no such Employee accepts such transfer, the position will be offered to the next most senior surplus Employee in the next higher wage classification provided it does not result in a higher rate of annual earnings (exclusive of overtime) in accordance with the provisions of this clause and so on until there is no such eligible Employee in such higher wage classification on temporary assignment.

If the vacancy still remains unfilled, it shall continue to be filled either on a temporary basis until the District-wide Date or by job posting in accordance with Article P.

16. Where there is more than one such vacancy as referred to in paragraph 15, the senior eligible Employee offered the position will have his/her choice of location among the available vacancies but it is understood that the time within which the Employee's preference must be provided to the Employer will necessarily be of short duration (but not less than three (3) working days)

17. An Employee accepting such transfer will no longer have bumping rights to other positions on the District-wide Date or thereafter unless bumped from his/her new position.

18. For clarity, the most senior Employee on temporary assignment referred to in paragraph 15 includes an Employee on temporary assignment who is surplus to a classification in a Restructured Department which is essentially similar to a classification in the Category in which the vacancy occurs.

19. Employees in temporary assignments on the District-Wide Date (December 31, 1999 or such other date by which the Employer determines that its restructuring of departments employing members of the bargaining unit has been completed or sufficiently progressed) may exercise transfer, bumping and/or layoff/recall rights as specified in Clause BB.6 to BB.16 and/or BB.17 to BB.28 of the Collective Agreement. Employees in temporary assignments awaiting the District Wide Date can also apply for vacancies at any time as per Article P. A position, which at the District-wide Date is occupied by a person on temporary assignment, will be filled by a

person exercising such transfer and bumping rights if the position is to be continued on other than a temporary basis. For the purposes of bumping on and immediately following the District-wide Date "Same Wage Classification" shall be defined as below. In exercising bumping rights eligible Employees will, where feasible, be given their preference of location. However, it is understood that the time within which the Employee's preference must be provided to the Board will necessarily be of short duration.

20. For the purposes of Redeployment, an Itinerant Music Instructors hours shall include all regularly scheduled paid hours by the IMI.

The Redeployment Committee will exercise its functions described in paragraph 3 of Appendix E in respect of school-based jobs and will monitor placement in such jobs.

* "*Essentially Similar Jobs*" are jobs that are restructured and/or continued in the Restructured Department. For greater certainty, and by way of example, Essentially Similar Jobs exist in respect of jobs classifications in the Same Wage Classification where:

- (a) The core responsibilities/duties of the pre-existing job classification are the same as the job classification in the Restructured Department ("RD"); or
- (b) The majority of core responsibilities/duties of the pre-existing job classification are the same as the majority of core responsibilities/duties in the job in the RD;
- (c) The core responsibilities/duties of more than one pre-existing job exist in one or more jobs in the RD, and in respect of any such job, the core responsibilities/duties are the same as in the pre-existing jobs; or
- (d) The majority of core responsibilities/duties of more than one pre-existing job exist in one or more jobs in the Restructured Department and, in respect of any such job, the core responsibilities/duties are the same as in the pre-existing job; or
- (e) Any job classification in the RD which the Redeployment Committee determines should be treated as an ESJ to a pre-existing job classification.

Nothing precludes a pre-existing job from being identified as an Essentially Similar Job by reason of difference of status (as defined in Article BB).

"*Same Wage Classification*" means those job classifications prior to restructuring with the same maximum job rate, subject to a variance of \$2,000 per year from the maximum rate of the job classification or \$4,000 per year for the generic clerical categories as determined in the Keller arbitration, in the restructured department, exclusive of shift premium and overtime. The Redeployment Committee shall have the power to extend the \$2,000 or \$4,000 variance for purposes of the Same Wage Classification in paragraph 9, if the Committee is of the opinion that the job classification otherwise meets the definition of Essentially Similar Job and incumbents should have the rights prescribed under paragraph 9.

** "*Directly Affected Employees*": those employees in Essentially Similar Jobs. An Employee may be Directly Affected for more than one Essentially Similar Job.

Expedited Arbitration:

(The parties agree to an expedited arbitration process for all disputes arising from the interpretation and application of Appendix E. This process is to be developed within thirty (30) days of the date of signing of the Memorandum of Settlement).

Process for Labour Force Adjustment Funds

- 21 Under the School Board Restructuring Program, the Toronto District School Board has received Labour Adjustment Funds to provide training and counselling for employees whose employment is being severed. Funding is provided to a maximum of \$2,500 per employee receiving severance. Expiry date August 31, 2003.
- i. The Redeployment Committee or Labour Management Committee will oversee the allocation of counselling and training funds to members of the bargaining unit who are receiving voluntary severance.
 - ii. The counselling and training funds shall be made available for the following purposes :
 - Financial Planning Seminars
 - One-on-one financial counselling
 - Continuing Education courses to assist employees in transferring to new employment
 - Staff Development Programs to provide employees with job search skills.
 - iii. Group Financial Planning Seminars will be provided for employees who are resigning/retiring with severance pay.
 - iv. Employees may apply for one-on-one financial counselling to a maximum of Five Hundred Dollars (\$500). This application may be made in the period from approval of severance to one month following the date of resignation. This Financial Advisor will invoice the Toronto District School Board for the cost of such counselling.
 - v. Employees may apply for reimbursement of course fees to a maximum of Two Thousand Five Hundred Dollars (\$2,500) to cover continuing education programs taken to retrain the employee for new employment. This application must be made within one year of the date of resignation.
 - vi. Reports on expenditures of Training and Counselling Funds will be submitted to the Redeployment Committee or Labour Management Committee on a monthly basis.
 - vii. Any application not approved will be brought to the Redeployment Committee or Labour Management Committee.

**Attachment to Appendix E
(known as Appendix A for this
purposes of this expedited process)**

**EXPEDITED DISPUTE RESOLUTION PROCESS FOR DISPUTES
UNDER APPENDIX "A" TO THE "C/D" MEMORANDUM OF SETTLEMENT**

THE PARTIES HERETO AGREE that the following Expedited Dispute Resolution Process will be utilized to resolve disputes arising under the Appendix "A" to each of the Unit C and Unit D Memorandum of Settlement. Those memoranda are to be read as if this Dispute Resolution Process had been incorporated therein:

1. Any dispute within the Redeployment Committee concerning the interpretation, application or alleged violation of Appendix A may be the subject of a grievance and referred to expedited arbitration in the manner set out below.
2. Without limiting the generality of the foregoing, a grievance shall include, but shall not be limited to, a difference concerning any matter related to or arising from the mandate of the Redeployment Committee under Appendix A including, but not limited to, the provision of full and timely information to members of the Redeployment Committee, the identification of essentially similar jobs, the identification of directly affected employees, and the placement of directly affected employees in restructured or new positions. (The parties agree that the provisions of this Expedited Dispute Resolution Process is not intended to enlarge or reduce the issues which may be taken to grievance and/or arbitration beyond those which are included within Appendix "A".)
3. The parties to the grievance are the union representatives on the Redeployment Committee and the employer representatives on the Redeployment Committee. Such representatives may receive assistance, however, in respect of processing the grievance from their respective principals.
4. It is the intention of the parties that the Redeployment Committee will discuss and attempt to resolve disputes arising under Appendix "A" and will, accordingly, substitute the process herein for all steps in the grievance procedure under the collective agreement in respect of such disputes. It is the intention of the parties that grievances be initiated promptly if they cannot otherwise be resolved between the parties at the Redeployment Committee. Accordingly, the parties agree that:
 - a) any dispute arising within the Redeployment Committee which cannot otherwise be resolved may be referred to arbitration within eight (8) working days after the dispute becomes known or reasonably ought to have been known within the Committee;
 - b) the union representatives on the Redeployment Committee will consult, on an expedited basis, with employees within the affected bargaining unit with respect to the identification of directly-affected employees, the

placement of directly-affected employees and other issues arising in respect of the Redeployment process. Any dispute with respect to these matters shall be considered first by the Redeployment Committee and may be referred to arbitration within eight (8) working days of the commencement of the discussion within the Redeployment Committee if the dispute cannot otherwise be resolved;

- c) any dispute with respect to a matter that was not brought to the attention of the employer and union representatives on the Redeployment Committee or with respect to information that was not made available or could not reasonably have been made available to both the employer and union representatives on the Redeployment Committee shall be referred to arbitration within ten (10) working days of the matter being first addressed by the Redeployment Committee if it cannot be otherwise resolved;
- d) the employer and union representatives on the Redeployment Committee may agree to extend the time for referral to arbitration;
- e) upon referral to arbitration, the party referring the dispute shall provide to the other party a concise statement of the issue giving rise to the dispute.

5. The grievance shall be heard before a single arbitrator to be selected in rotation from the following list of arbitrators:

Susan Tacon
Ross Kennedy
Paula Knopf
Pamela Picher

The selected arbitrator shall commence to hear the grievance referred to him or her within twenty (20) days after the matter is referred to arbitration. When the arbitrator whose turn arises does not have a hearing date available within twenty (20) days from the date of reference, the next such available arbitrator shall be selected from the list in rotation unless the parties agree otherwise.

6. The parties may agree to one of the arbitrators listed above to hear more than one grievance without the necessity of going through the rotation. The parties may also agree on any other arrangement for the hearing of one or more grievances.
7. The authority of the arbitrator shall be as provided in Article O of the Unit "C/D" Memorandum of Settlement except as otherwise provided herein and as provided under the applicable provisions of the *Labour Relations Act, 1995*.

8. The parties or their counsel shall, in collaboration prior to the hearing, attempt to establish and agree upon the facts relevant to each grievance.
9. All presentations are to be concise. The parties will endeavour to minimize the use of witnesses and to agree on the facts in dispute as much as possible. The parties and their counsel shall have the responsibility for ensuring that factual disputes are addressed in an effective and expeditious manner. This responsibility may be enforced by the arbitrator if he or she deems appropriate. However, the parties will be entitled to adduce such evidence which they believe to be essential to their presentation of the matter.
10. Prior to rendering a decision, the arbitrator may assist the parties in mediating a resolution to the grievance. Should mediation fail or be inappropriate, a decision shall be rendered as contemplated below.
11. The arbitrator shall render a decision within ten (10) working days from the completion of the hearing with reasons, if any, to be provided within thirty (30) days thereafter.
12. The arbitrator shall not have any power to modify or amend any of the provisions of the Agreement or the Unit "C/D" Memorandum of Settlement or to substitute any new provisions for an existing provision or to give any decision inconsistent with the terms and provisions of the aforementioned.
13. The finding(s) of the arbitrator as to the facts, meaning, application or alleged violation of the provisions under Appendix A shall be conclusive and binding upon all the parties concerned and upon the employee(s) affected.
14. Unless otherwise specified as "working days", the time limits set out herein shall be counted as calendar days.

DATED at the City of Toronto, this 29th day of March, 2000.



TORONTO DISTRICT SCHOOL BOARD



LOCAL 4400, CANADIAN UNION OF
PUBLIC EMPLOYEES

Exclusions

1. Secretary/Administrative Assistant to Human Resources Manager
2. Secretary/Administrative Assistant to Manager/Senior Manager of Accounting
3. Secretary /Administrative Assistant to Personnel Manager (East York)
4. Secretary/Administrative Assistant to Manager of Plant Services
5. Secretary/Administrative Assistant to Human Resource Services
6. Secretary/Administrative Assistant to Purchasing Manager (MTSB) (Scarb)
7. Secretary Superintendent of Capital Programming and Planning (MTSB)
8. Secretary/Administrative Assistant to General Manager Information Technology Services (TDSB)
9. Secretary/Administrative Assistant to Chief Negotiator (NY)
10. Secretary/Administrative Assistant to Manager Engineering & Maintenance Services(Scarb)
11. Secretary/Administrative Assistant to Manager, Information Systems (Scarb)
12. Secretary/Administrative Assistant to Manager of Personnel Services(Scarb)
13. Secretary/Administrative Assistant to Manager Plant Operations(Scarb)
14. Secretary/Administrative Assistant to Manager-Finance(Scarb)
15. Secretary/Administrative Assistant to Manager School Food Services
16. Secretary/Administrative Assistant to Senior Employee Relations Officer
17. Secretary/Administrative Assistant to Manager Staff Relations
18. Secretary/Administrative Assistant to Senior Manager Library Services
19. Secretary/Administrative Assistant to Superintendent of Maintenance and Construction
20. Secretary/Administrative Assistant to Superintendent, Plant Operations
21. Secretary/Administrative Assistant to Chief Negotiator/Assistant Superintendent
22. Secretary/Administrative Assistant to Controller of Finance (Scarb)
23. Secretary/Administrative Assistant to Controller of Plant (E.Y.)
24. Secretary/Administrative Assistant to Co-ordinator of Information Systems (E.Y.)
25. Secretary/Administrative Assistant to Superintendent of Employee Relations
26. Secretary/Administrative Assistant to Superintendent of Personnel Services
27. Benefits Assistant (IA-K)(Scarborough)
28. Personnel Records and Systems Advisor (1A-K) (Scarborough)
29. Personnel Officer – Employment and Staffing (II-5) (Scarborough)
30. Personnel Assistant (II-5) (Scarborough)
31. Supervisor Resource Manager (II-6) (Scarborough)
32. Administrative Assistant – Continuing Education (II-5) (Scarborough)
33. Benefits Officer (I/11) (York)
34. Personnel Assistant (I/12) (York)
35. Finance Officer (York)
36. Personnel Officer (II-3) (East York)
37. Benefits Officer (II-3) (East York)
38. Benefits Administrator (II-5) (East York)
39. Staffing Manager – Maintenance (II-4) (Toronto)
40. Office and Staffing Manager – Plant Operations (II-4) (Toronto)
41. Personnel Assistant – Benefits (II-3) (Toronto)
42. Personnel Assistant – Salary (II-2) (Toronto)
43. Personnel Assistant – Pension (I-12) (Toronto)
44. Senior Personnel Assistant (II-4) (Toronto)
45. Personnel Assistant W.S.I.B. (II-3) (Toronto)
46. Personnel Assistant – Occasional Staffing (II-2) (Toronto)
47. Personnel Assistant – Establishment (II-2) (Toronto)
48. Job and Establishment Analyst (II-6) (Toronto)

49. Co-ordinator-Employment Equity (II-4) (Toronto)
50. Personnel Assistant– Teaching Staffing (II-3) (Toronto)
51. Personnel Assistant- Non-tenured Staffing (II-4) (Toronto)
52. Benefits Administrator (II-4) (Etobicoke)
53. Human Resources Services Administrator (II-4) (Etobicoke)
54. Human Resource Services Assistant (I-8) (Etobicoke)
55. Human Resource Services Assistant (I-9) (Etobicoke)
56. Human Resource Services Assistant (I-10) (Etobicoke)
57. Human Resource Services Assistant (II-2) (Etobicoke)
58. Personnel Assistant Employee Relations (II-3) (North York)
59. Personnel Assistant EIS (II/2) (North York)
60. Secretary to Job and Establishment Analyst (Toronto)
61. Financial Systems Officer (II-5) (Scarborough)
62. General Accountant (II-5) (Scarborough)
63. Budget Officer (II-6) (East York)
64. Secretary – Employee Relations (I/9) (MTSB)
65. Assistant Employee Relations Officer (II/4) (Toronto)
66. Employee Relations Clerk (I/10) Toronto)
67. Secretary to Chief Negotiator (I/11) (York)
68. Secretary to Superintendent Support Staff (I/11) (York)
69. Clerk – Labour Relations (I/9) (North York)
70. Analyst – Employee Relations (II-6) (MTSB)
71. Employee Benefits Officer – Analyst (II/4) (MTSB)
72. Budget Administrator (II-5) (Etobicoke)
73. Procedures Analyst (II-6) (Etobicoke)
74. Capital and Operating Funds Officer/Financial Analyst (II-4) (MTSB)
75. Budget Officer (II-4) (North York)
76. Internal Auditor (II-6) (North York)
77. Supervisor of Finance (II-5) (North York)
78. Health and Safety Officers and Assistants
 - Coordinator Occupational Health & Safety Resource Centre SII-6 (MTSB)
 - Project Officer Occupational Health & Safety (MTSB)
 - Occupational Health & Safety Officer SII-5 (EY)
 - Advisor, Occupational Health & Safety (Scar)
 - Occupational Health & Safety Asst (Scar)
 - Assistant Health & Safety Officer (Toronto)
79. Senior Administrative Services Staff
 - Admin. Asst. – School Supt.
 - Admin Asst. – Senior Admin Services
 - Board/Committee Reporter
 - Executive Asst. to the Chair
 - Executive Assistant
80. Administrative Assistant to Senior Manager of Communication (TDSB)
81. Full-time Security Staff
 - Supvr Admin Unit Security SII-6 (NY)
 - Security Officer (Etobicoke)
 - Advisor Plant Security (Scar)
82. Secretary to Superintendent
83. Computer System Support Supervisor (II-5) (Scarb)
84. Payroll Supervisor – Teaching (II-5) (Scarb)
85. Payroll Supervisor – Business and Operations (II-5) (Scarb)
86. Personnel Officer – Staffing (II-5) (Scarb)
87. Supervisor – A/V Services (II-5)(Scarb)

88. Supervisor – Resource Management (II-6) (Scarb)
89. Technical Supervisor – Learning Resources (II-6) (Scar)
90. Supervisor of Payroll (II-4) (East York)
91. Manager Employee Records (II-4) (North York)
92. Staff Assistant – Curriculum (II-4) (North York)
93. Staff Assistant – Director’s Office (II-4) (North York)
94. Staff Assistant – Trustee Services (II-4) (North York)
95. Staff Assistant – Supt Personnel (II-4) (North York)
96. Staff Assistant – Superintendent of Schools (II-4) (North York)
97. Race/Ethnic Consultant (II-5) (North York)
98. Staff Assistant Director (II-5) (North York)
99. Manager of Payroll Services (II-6) (North York)
100. Office Manager – Communications Unit (II-3) (North York)
101. Supervisor Media Production (II-6) (North York)
102. Payroll Supervisor (II-6) (Toronto)
103. Supervisor Asset and Materials Management (II-5) (Toronto)
104. Supervisor School Food Services (II-5) (Toronto)
105. Office Administrator – Curriculum (II-4) (Toronto)
106. Manager – Job Record Cards –Work Order (II-4) (Toronto)
107. Office and Staffing Co-ordinator (II-4) (Toronto)
108. Supervisor – Multi-Media Support Technician (II-6) (Toronto)
109. Training Administrator (II-6) (Toronto)
110. Supervisor – Micro Computer Support Technicians (II-6) (Toronto)
111. Supervising Security Officer (II-) (Etobicoke)
112. Payroll Supervisor (II-5) (Etobicoke)
113. Supervisor Admin. Services (Etobicoke)
114. Transportation Supervisor (II-6) (Etobicoke)
115. Supervisor-Word Processing Centre (II-4) (Scarb)
116. Supervisor-Computer Room (II-4) (Scarb)
117. Office Administrator – Finance (II-4) (Scarb)
118. Supervisor – Academic Records (II-4) (Scarb)
119. Librarian (II-5) (Scarb)
120. Clerk H – Recruitment (IA-H) (Scarb)
121. Admin. Secretary – Personnel (Secretary to Pers. Officer – LR & Comp) (IA-H) (Scarb)
124. Supv. Design and Renovations (II-6) (E.Y.)
125. Asst. Mgr. of Accounting (II-6) (E.Y.)
126. Supvr Plant Info Centre (SII-5) (NY)
127. Supvr Purchasing - Tech (SII-5) (NY)
128. Client Svs Coordinator (SII-6) NY
129. Consultant Partners in Educ (SII-5) NY
130. Continuing Education Assistant (II-4) (Etobicoke)
131. Community Education Assistant (II-5) (Etobicoke)
132. Business Skills Development Coordinator (II-5) (Etobicoke)
133. Assistant Manager – Information Services (II-6) (Etobicoke)
134. Accounting Supervisor (II-5) (Etobicoke)
135. Aquatic Program Specialist (II-4) (MTSB)
136. Purchasing Administration Supervisor (II-5) (MTSB)
137. Professional Librarian (II-5) (York)
138. Supervisor Distribution Services (I-12) (York)
139. Benefits Analyst – Human Resources – Schedule II – Grade 6
140. Employee Health & Welfare Admin (2) – Human Resources – Schedule II – Grade 6
141. Executive Assistant (Academic Accountability) - Sr. Admin.Svcs.
142. Executive Assistant (Business Services)-Sr.Admin.Svcs.

143. Executive Assistant (Facilities & Capital)-Sr.Admin.Svcs.
144. Executive Assistant (Human Resources) - Sr. Admin.Svcs.
145. Executive Assistant (Instruction)-Sr.Admin.Svcs.
146. Executive Assistant (Student & Community Services)-Sr. Adm Svcs.
147. Executive Assistant to the Chair of the Board - Sr. Admin.Svcs.
148. HR Asst. Units A,B,E & Criminal Records - HR – Schedule II – Grade 2
149. HR/Office Asst. (2) Elem.Staffing & Teacher Neg. - HR – Schedule II – Grade 2
150. HR/Office Asst. (2) Sec. Staffing & Teacher Neg. - HR – Schedule II – Grade 2
151. HR Admin. Unit B & General Interest (2) - HR – Schedule II – Grade 5
152. HR Admin. -Central Staff - Non-Union & Unit C (2) - HR – Schedule II – Grade 5
153. HR-Admin.Unit C-Schools (4) - HR – Schedule II – Grade 6
154. HR-Admin.-Unit D (2) - HR – Schedule II – Grade 6
155. HR Asst. Unit C Schools (2) - HR – Schedule II – Grade 2
156. HR Asst. Unit D (2) – HR – Schedule II – Grade 2
157. HR Asst. Central Staff non-union C (2) - HR – Schedule II – Grade 2

Training

The Employer recognizes that education is a continuing process. Accordingly, the Employer will endeavour to provide skills training and professional development opportunities for Employees. The matter will be referred to the Labour Management Committee for discussion.

In addition, the Committee will discuss the Union's sponsorship of education functions such as seminars, workshops and lectures etc., to be held on the Employer's premises, following the regular working day or any other time mutually agreed to by the parties, with no cost to the Employer.

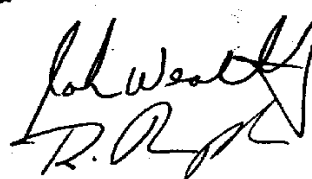
May 4, 2001

Howard Goldblatt
Sack Goldblatt Mitchell

Bruce Stewart
Hicks Morley

Dear Sirs:

*This protocol is part of the
Recommendations of M. Mitchell
& is hereby accepted by the
undersigned representatives of the
Union & Board Negotiating Committee
& will be part of the package
recommended to the respective principals
for ratification.*



The following is the voluntary arbitration mechanism applicable to the provision to re-open the collective agreements pertaining to Units B, C, and D with respect to wages and benefits for the third year (September 1, 2002 to August 31, 2003) of the collective agreement between the TDSB and Local 4400 CUPE, as agreed by the parties.

1. In the event that the parties are unable to agree upon the wages and benefits for the third year of the collective agreement commencing September 1, 2002, either party may, on or after June 15, 2002 request that these issues be referred to voluntary arbitration.
2. I appoint William Kaplan as the Arbitrator to determine the outstanding issues. If William Kaplan is unable or unwilling to perform his duties as Arbitrator and the parties cannot agree on a replacement Arbitration within 7 days, I will consult with the parties prior to appointing a replacement arbitrator.
3. The Arbitrator has the jurisdiction to determine only the wages and benefits for each bargaining unit effective September 1, 2002 and shall have the

necessary powers to do the same including the powers conferred on the mediator-arbitrator in section 15(1), 15(2), 17, 18(6) and 21 of the Back to School Act (Hamilton-Wentworth DSB, Bill 145).

4. Each party shall pay one-half of the fees and expenses of the Arbitrator.
5. In making his award, the Arbitrator shall take into account the ability of the TDSB to meet the ongoing costs resulting from the award given:
 - (a) The current and projected fiscal condition of the TDSB;
 - (b) The TDSB's requirement to comply with the current statutory and regulatory framework governing school boards; and
 - (c) The role of the Board in establishing fiscal and educational priorities within that framework.

The Arbitrator may take other factors into account.

The award of the arbitrator is final and binding on the parties

6. The parties will attempt to agree on a timetable for the arbitration, failing which the timetable will be determined by the arbitrator. The arbitrator shall render his award as soon as possible and in any event no later than August 31, 2002. The parties and the Arbitrator shall govern themselves on the basis that time is of the essence in completing these proceedings. In the event that no agreement has been reached on the wages and benefits for the third year of the collective agreement by September 1, 2002 or the parties have referred these issues to arbitration hereunder and no award has been issued by September 1, 2002, the wages and benefits of the employees in the bargaining units as they existed on August 31, 2002 shall be continued until an agreement is reached or an award is issued.
- 7(1) In proceedings before the Arbitrator the Union shall be entitled to reasonable financial disclosure relevant to the issues in dispute, but such disclosure shall not require the TDSB to bear any undue burden to create or prepare documents but only to disclose documents containing relevant financial information. Any financial information disclosed to the Union shall remain confidential and shall only be used for the purposes of making submissions to the Arbitrator.

7(2) The purpose of the financial disclosure to the Union shall be to enable the Union to assess the financial position of the TDSB in respect of the Union proposals. The Union shall make its inquiries and demands promptly to enable the TDSB the time to make relevant disclosures and shall advise TDSB promptly of the specifics of any claim the Union has (that the TDSB has sufficient funds) in order for the TDSB to investigate the Union's allegations or claims and make written submissions in respect thereof to the Arbitrator.

Dated at Toronto this ____ day of May, 2001.

Mediator Morton Mitchnick

Schedule A

Letters of Understanding

And

Letters of Intent

Letters of Understanding and Letters of Intent

1. ACCOMMODATION

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 handicap 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.

2. ACCOMMODATION DURING PREGNANCY

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 person is seeking a transfer to the same position pursuant to this article, in which case seniority shall be the determining factor.

3. ATTRIBUTED HOURS OF INSURABLE EMPLOYMENT FOR ITINERANT MUSIC INSTRUCTORS

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 Itinerant Music Instructor's Record of Employment.

Itinerant Music Instructors are deemed to be paid 1.5 hours for each instructional hour.

4. AVOIDING LAYOFFS AS A CONSEQUENCE OF RESTRUCTURING

Section 1 : Early Leaving Plan/Severance

- (a) (i) Where, during the term of this Collective Agreement, the restructuring decisions of the Employer will result in reductions in the number of permanent staff within administrative departments and/or within specific job groupings/categories, the Employer will first offer the Early Leaving Plan to achieve reductions in staffing levels through voluntary exit by Employees directly affected before implementing layoffs. The number of ELP applications approved will be no less than the number of Employees who are surplus at the point ELP's are finally approved for that particular administrative department and/or specific job grouping/category.
- (ii) Where more Employees in the directly affected group apply for the Early Leaving Plan than the number of ELP applications which can be approved, approvals will be made on the basis of seniority unless the particular position the Employee holds is required to be staffed and could only be staffed through recruitment from outside the bargaining unit. An Employee who is surplus who does not get the ELP will still be entitled to exercise Article BB rights.
- (iii) The Employer will offer additional ELP's to specific subgroups in a department and/or specific job grouping/category who are not directly affected Employees to create a vacancy or vacancies in the department or specific job grouping/category. It is not anticipated that there will be an offering in a department or specific job grouping/category where an ELP had previously been offered. The Employer will discuss at the Redeployment Committee the identification of the sub-group to be targeted for the additional ELP offer but the Redeployment Committee's input or lack thereof concerning such input and the Employer's decision are not subject to grievance or arbitration. A vacancy created by the acceptance of an ELP may be filled by the senior Employee who is surplus to a department or grouping/category before the exercise of rights by such Employee pursuant to Article BB hereof. The Employee will only be transferred to the vacancy if:
- (1) the position is in the same wage classification (para.20, Appendix E);
 - (2) the Employee has committed to accept such transfer, if offered; and
 - (3) the Employee is able to perform the normal requirements of the position after a 20 working day familiarization period.

The vacancy created by the offering of the additional ELP will not be posted provided it is filled as provided in this paragraph.

Prior to exercising rights in (b) below, a surplus Employee under (a)(iii) who has been offered an ELP may still exercise the option if the ELP's offered to the Employee's department or job grouping/category have not all been utilized.

Any dispute re the application of (a) (ii) and (iii) (except as otherwise provided above) will be discussed at the Redeployment Committee and, if unresolved, may be submitted to arbitration as provided in the Expedited Arbitration Procedure.

- (b) Immediately prior to the exercise of Article BB rights the Employee will be given the option of foregoing the Employee's Article BB rights and accepting in lieu thereof Severance Pay provided the Employee has not refused a position under Appendix E. Severance Pay shall be equal to 2 weeks' regular salary per year of service to a maximum of 36 weeks' salary. The eligible Employee shall exercise the option within 10 working days of being notified in writing of the option.

An Employee bumped by another Employee exercising Article BB rights may similarly forego that Employee's Article BB rights by accepting Severance Pay as set out above. If there is no one the Employee could bump, the Employee gets the Severance Pay.

Section 2 - Retraining

- (a) The Board undertakes to endeavour to secure agreement from the Ministry of Education for the allocation of a portion of the Labour Adjustment Funds to be used to pay for retraining surplus staff to meet operational needs of the Board. Such operational needs may include
- (i) the provision of services for Special Education students requiring increasing specialization on the part of staff who provide these services, e.g. D.S.W. diploma or similar certification.
 - (ii) The current and ongoing teacher shortage, particularly as it affects recruitment at the Toronto District School Board, could be alleviated by assisting support staff, who already have a university degree, to acquire their Ontario Teacher Certification.
 - (iii) Other work of the bargaining unit which may require special training.

The retraining program would provide financial support for eligible Employees to cover the cost of tuition fees and course materials. Eligible Employees will be granted a leave of absence without pay to undertake retraining. The Union consents to the placement of an Employee who has completed retraining into a full time or part-time position without the need to post such position(s) under Article P.

- (b) The retraining program will be discussed at the appropriate Redeployment Committee, which discussions may include the criteria based on which retraining opportunities may be offered, provided that:
- It is understood that the Board has the exclusive right to determine its operational needs.

- No retraining opportunity shall be provided to an Employee unless the Employee meets all requirements, conditions and qualifications necessary to undertake the retraining.
- The retraining program must be completed within the training timeframe applicable to the program or course. An Employee will be permitted to take the specific course or program once only.
- Application must be made by the Employee for the first intake into the training program following the identification to the Employee of the retraining opportunity. Should the Employee not be accepted into the retraining program, the retraining opportunity shall not be available unless the Board approves an extension of the opportunity.
- Should the Employee fail to comply with all necessary requirements attending the retraining program, the retraining opportunity shall be withdrawn.
- The maximum contribution for any retraining opportunity is \$2,500 provided that such sufficient funds exist in the part of the Labour Adjustment Funds which are allocated for the purpose of retraining. The Employee shall be solely responsible for all excess costs.
- Access to training will be governed by a fair and equitable process and in accordance with the seniority principle.

Section 3 - Terminal Date of this Letter

This letter shall terminate at the end of restructuring or on June 30, 2003 whichever occurs first.

5. BENEFITS REVIEW COMMITTEE (BRC)

A joint committee shall be established, and shall have as its members three representatives from the Board's administrative staff, one of whom shall be named a co-chair person by the Director and one member from Local 4400, CUPE, one of whom shall be from this Bargaining Unit, and one of whom shall be named a co-chair person by Local 4400, CUPE. The joint committee shall be convened within one month following the date of ratification of this Agreement. The committee shall focus on cost containment, improvements and efficiencies in Insured Health Care Plans referred to in Articles S for the term of this Agreement and beyond. The committee shall make its recommendations,

including recommendations regarding an appropriate level of service, no later than October 31, 2001.

1. The Benefits Review Committee ("BRC") shall endeavour with the support of the parties to make recommendations which, when implemented, will reduce the cost of Benefits. Any such savings will be projected on an annualized basis and, provided both parties agree on the amount of such projected savings, it is agreed that such savings will be applied in the following ways:
 - (i) 50% of such savings will be directed to updating the O.D.A. Schedule of Fees for General Practitioners from 1997 to 1998 and, if possible, 1999;
 - (ii) 50% of such savings will be directed to offsetting the Board's projected increased costs in 2001/2002 to maintain the existing Benefits;
 - (iii) if any savings remain available after the achievement of sub-clauses (i) and (ii), to further update the O.D.A. Schedule to 1999.
2. The first report by the BRC shall be made by June 15, 2001. The parties agree to direct their representatives to explore the savings available by:
 - (i) removal of coverage for "over the counter" medications.
 - (ii) a maximum dispensing fee;
 - (iii) reasonable limits on dental use;
 - (iv) use of a smart card and/or pay direct card
 - (v) such other efficiencies and alterations as the BRC considers appropriate.
3. If the BRC unanimously recommends changes to the Benefit Plans which, when implemented in their entirety, achieve Benefit Cost Savings, they will provide these recommendations to Local 4400, CUPE and the Board. Thereafter, Local 4400, CUPE and the Board may agree to amend the Collective Agreement, by way of a Letter of Understanding to enable the Board to :
 - (i) implement the recommendations of the BRC;
 - (ii) achieve and realize in respect of the 2001-2002 school year the agreed Benefit Cost Savings.
4. The BRC shall in the second year of the Agreement continue with its mandate and shall report by April 15, 2002 to the parties so that their report may be considered in the negotiations for the renewal of this Agreement.
5. The joint committee shall be provided with pertinent claims information, as requested.
6. Both parties may have the assistance of a consultant at meetings of the BRC.

6. EMERGENCY OCCASIONAL TEACHER ALLOWANCE

Once a year, the Employer will inform school administrators of the procedures required for obtaining an Occasional Teacher before employing an Emergency Occasional Teacher.

7. HEALTH AND SAFETY

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.

8. INFORMATION ON PAY STUBS

No later than 1 September 2001, 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 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

9. JOINT WAYS AND MEANS/CONTRACTING IN COMMITTEE

A Joint Ways and Means/Contracting In Committee will be formed, comprised of three members appointed by the Union, one of whom shall be appointed as a co-chair, and three members appointed by the Employer, one of whom shall be appointed as a co-chair.

The Committee shall meet at such times (the first such meeting shall be no later than May 31, 2001) as may be mutually agreed and shall have the mandate of looking for efficiencies and approaches within the work performed by the bargaining unit with a view to achieving ongoing cost reductions. This would include, but not be limited to, reviewing ways of performing work, work methods, utilization of resources, and operational systems utilized in the bargaining unit. This does not preclude the Committee from looking beyond the bargaining unit in related work areas for efficiencies. Where the Committee jointly agrees, it shall make recommendations directed at cost savings or other efficiencies and forward its initial recommendations by October 31, 2001 to the appropriate Executive Officer. The work of the Committee shall be completed by December 15, 2001.

10 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.

11. PERSONAL SERVICES

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

12. PRE-DISPLACEMENT REGION

During the transition period only, if a department relocated, the Employee's "pre-displacement region" for the purposes of Article BB will be the region in which the Employee's predecessor Board location/site is in until:

- 1) the Employee accepts a permanent position in redeployment;
- 2) accepts a position as per Article BB, or
- 3) posts to a permanent vacancy and is selected for such vacancy (including if the Employee posted into and was selected for a vacancy in the department once it had already relocated).

The provisions of this letter of understanding will no longer exist following the transition period.

13. REPRESENTATION AT RETURN TO WORK MEETINGS

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.

14. STATEMENT OF SICK LEAVE AND VACATION CREDITS

The Employer will continue the current predecessor Board practices in place for Sick Leave Records until there is a single payroll EIS system and it is administratively feasible for the Employer, at which time the Employer will provide a balance of sick leave and vacation credits on the biweekly pay stubs.

15. SUMMER HOURS AND/OR FLEX HOURS

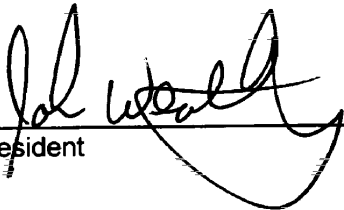
At its discretion, the Employer may implement programs for Summer Hours and/or Flex Hours. Prior to any implementation of such program(s), the matter will be referred to the Labour Management Committee for consultation and discussion.

IN WITNESS WHEREOF each of the parties hereto has caused this Letters of Understanding and Letters of Intent to be signed by its duly authorized representatives as of this _____ day of _____, 2002.

TORONTO DISTRICT SCHOOL BOARD

Director of Education

**LOCAL 4400
CANADIAN UNION OF PUBLIC EMPLOYEES**



President

INDEX

	Page
Absence from work for Stewards, Members of Committee & Union Officers	10
Accommodation (Schedule A)	104
Accommodation During Pregnancy (Schedule A)	104
Allowances	54
- Emergency Occasional Teaching Allowance	55
- Travel Allowances	54
- Uniforms/Footwear	55
Attribution Hours of Insurable Employment for IMIs (Schedule A)	104
Avoiding Layoffs as a Consequence of Restructuring (Schedule A)	105
Arbitration	14
Benefits	37
- Brochures - Benefits	42
- Change of Status	38
- Copy of the Employee Benefits Plans	42
- Continuation of Benefits on Layoff	42
- Dental Care Plan	39
- E.I. Premium Rebate	42
- Eligibility	37
- Extended Health Care Plan	38
- Group Life Insurance Plan	41
- Long Term Disability Plan	40
- L.T.D. Superior Benefits	42
- Provision for Retired Employees	42
- Semi-Private Hospital Care Plan	38
- Superior Conditions - Benefits	41
Benefits & Seniority During:	
- Infant Care/Child Care Leave	33
- Pregnancy & Parental Leave	31
Benefits Review Committee (BRC) (Schedule A)	108
Bereavement Leave for Employees not covered by Sick Leave Credit & Gratuity Plan ...	36
Board Policies, Agenda & Minutes, Copies to the Union	8
Bulletin Boards	8
Bumping	63
Change of Address	16
Change of Information	9
Committees	
- Benefits Review Committee (Schedule A)	108
- Health & Safety (Schedule A)	109
- Joint Ways & Means /Contracting In Committee (Schedule A)	110
- Labour Management Committee	9
- Negotiations	10
- Pay Equity/Classification Committee	12
- Self-Funded Leave Plan (Appendix C)	74
- Stewards' Committee	10
Contracting Out	58
Copies of Collective Agreement	67

Copy of Employee Benefit Plans	42
Correspondence, between the Union and Employer	8
CPR & First Aid Training	47
CUPE National Representatives and/or Consultants	12
Dental Care Plan.....	39
Definitions	4
Direct Deposit of Wages	56
Discipline and Discharge.....	17
Duration and Termination	68
Early Leaving Plan	105
Educational Allowances.....	47
E.I. Premium Rebate	42
Emergency Occasional Teacher Allowance (Schedule A)	109
Employee Information.....	9
Exclusions (Appendix F).....	95
Extended Health Care Plan	38
First Aid & CPR Course.....	47
First Aid Kits.....	19
Footwear.....	55
General.....	67
- Administer Medication.....	67
- Professional Fees & Licenses.....	68
- Schedules & Appendices	68
- Success Rights	67
Grievance	12
- Arbitration	14
- Grievance Procedure.....	12
- Group Grievance	15
- Policy Grievance.....	15
- Step 1	13
- Step 2	13
Group Life Insurance Plan	41
Health & Safety	19
Health & Safety (Schedule A)	109
Hours of Work	48
- Distribution of Overtime.....	51
- Eligibility for Overtime/Lieu Time	54
- Food Services.....	53
- Length of Work Day/Normal Work Day/Start Time	49
- Lieu Time	52
- Notice of Cancellation of Permit	53
- Overnight Visits.....	53
- Overtime	51
- Rest and Lunch Periods.....	50
- Running Lunch	50
- Shift Premiums	50
- Work Outside Regular Hours of Work.....	52

Infant Care/Child Care Leave.....	32
- Benefits & Seniority During	33
Information on Pay Stubs (Schedule A).....	107
Investigating Grievances.....	11
Information to Union	
- Change of Information.....	9
- Board Policies, Agenda & Minutes	8
- New Hires	6
- Seniority Lists.....	22
Job Security	58
- Contracting Out	58
- Technological Change	58
- Volunteers	58
Joint Ways and Means/Contracting In Committee (Schedule A).....	110
Labour Management Committee	9
Leave of Absence	29
- Benefits & Seniority During Infant Care/Child Care Leave	33
- Benefits & Seniority During Pregnancy & Parental Leave	31
- Change of Notice to End Leave	33
- Definition of Parent	31
- End of Parental Leave	31
- General Leave of Absence	29
- Infant Care/Child Care Leave.....	32
- Leave for Political Activity.....	29
- Leave of absence for Full Time Union duties.....	33
- Leave of Absence for Union Conventions & Seminars.....	34
- Parental Leave.....	30
- Pregnancy Leave.....	29
- Return from Leaves	35
- Return to Work fr Pregnancy and/or Parental and/or Infant Care/Child Care Leave	33
- Short Duration Union Leaves.....	34
- Self Funded Leave Plan	35
- Supplemental employment Benefits (SEB) Plan - Eligibility	32
Lieu Time	52
Long Term Disability Plan	40
L.T.D. Superior Benefits.....	42
Lump Sum Payment.....	57
Management Rights	6
Negotiations Committee	10
Negotiations Preparation Time.....	10
New Employees	
- Opportunity to Meet with Union	7
- Probationary Period	19
- Union Membership as a Condition of Employment	7
Notice of Cancellation of Permit	53

No Cessation of Work	7
Ontario Health Insurance Plan (O.H.I.P) (Schedule A)	110
Overtime	51
- Lieu Time	52
- Notice of Cancellation of Permit	53
Paid Holidays	43
Paid Holiday Entitlement	43
Parental Leave.....	30
- Benefits & Seniority during.....	31
- Returning from.....	33
Pay Equity/Classification Committee	12
Pension Plans	57
Permits.....	7
Personnel Files	16
Personal Services (Schedule A).....	111
Personal Harassment	18
Posting & Promotion Process.....	25
Pre-displacement Region (Schedule A)	111
Pregnancy Leave.....	29
- Benefits & Seniority During	31
- Returning from Pregnancy Leave	33
Probationary Period.....	19
Professional Development/Activity Days	48
Professional Fees & Licenses	68
Process for Transitional Staffing Until the District Wide Date (Appendix E)	85
Protection Against Harassment & Discrimination	18
Purpose of Agreement.....	5
Rates of Pay on Promotion/Reclassification	28
Recall Provisions.....	64
Recognition.....	5
Recommendations by Mediator Morton Mitchnick (Appendix H)	100
Relationship.....	7
- Board Policy, Agendas & Minutes	8
- Bulletin Boards.....	8
- Change of Information.....	9
- Correspondence.....	8
- Employee Information.....	9
- Permits.....	7
- Union Activity.....	7
Representation	9
Representation for Return to Work, Accommodation or Harassment.....	11
Representation At Return to Work Meetings (Schedule A)	111
Rest and Lunch Periods	50
Schedule A.....	103
- 1. Accommodation.....	104
- 2. Accommodation During Pregnancy	104
- 3. Attributed Hrs of Insurable Employment for IMIs	104

- 4. Avoiding Layoffs as a Consequence of Restructuring.....	105
- 5. Benefits Review committee (BRC).....	108
- 6. Emergency Occasional Teacher Allowance	109
- 7. Health and Safety.....	109
- 8. Information on Pay Stubs	110
- 9. Joint Ways and Means/Contracting In Committee	110
- 10. Ontario Health Insurance Plan (O.H.I.P.).....	111
- 11. Personal Services	109
- 12. Pre-Displacement Region	111
- 13. Representation at Return to Work Meetings	111
- 14. Statement of Sick Leave and Vacation Credits	111
- 15. Summer Hours and/or Flex Hours	112
Schedule of Wages (Appendix A).....	70
Self Funded Leave Plan (Appendix C).....	74
Semi-Private Hospital Care Plan	38
Seniority Provisions.....	20
- Seniority Lists	22
- Temporary Employee.....	23
- Loss of Seniority	24
- Transitional Provision	20
Shift Premium.....	50
Short Duration Union Leaves	34
Sick Leave Credit & Gratuity Plan	36
- Superior Conditions	37
Sick Leave Credit & Gratuity Plan + Provision for Special Leaves (Appendix D)	78
Statement of Sick Leave and Vacation Credits (Schedule A)	111
Statutory Holidays (See "Paid Holidays")	
Stewards' Committee.....	10
Success Rights	67
Summer Hours/Flex Hours (Schedule A)	112
Superior Benefits – L.T.D.....	42
Superior Conditions - Benefits	41
Superior Conditions – Sick Leave Credit & Gratuity Plan.....	37
Supplemental Employment Benefits (SEB) Plan - Eligibility	32
Supplemental Employment Benefits (SEB) Plan (Appendix B).....	72
Surplus/Transfer/Bumping/Layoff/Recall Provisions	60
- Bumping	63
- Recall	64
- Surplus	62
- Transfer.....	63
T4 & Union Dues.....	7
Technological Change.....	58
Temporary Employees.....	23
- Holiday Pay.....	43
- Vacation.....	44
Training	47
Training (Appendix G).....	97
Transfer	63
Transitional Staffing Until the District Wide Date (Appendix E).....	85
- Process for Labour Force Adjustment Funds	90
- Expedited Dispute Resolution	92

Travel Allowance.....	54
Uniforms/Footwear	55
Union Activities.....	7
Union Dues	6
Union Leave.....	33
Union Security.....	6
Vacancies	26
- Posting of Vacancies.....	26
- Selection and Promotion	27
Vacation.....	44
- Continuous Service	45
- Eligibility	44
- Previous Service.....	46
- Illness, Accidents & Leaves during Vacation	47
- Vacation Entitlement	44
- Vacation Pay upon Termination	47
- Vacation Scheduling	46
Violations	18
Volunteers.....	58
Wages.....	56
- Deductions from Pay	56
- Errors in Pay	56
- Issuance of Record of Employment	57
- Lump sum Payment.....	57
- Red Circling Provisions	56
- Retroactivity	57
- Wage Protection	56
Work Outside Regular Hours of Work	52

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, 2000 to August 31, 2003

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT
WHICH DO NOT FORM PART OF
COLLECTIVE AGREEMENT
2000 - 2003

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 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.

4. RETURN TO WORK/ACCOMMODATION

During the term of this agreement and no later than two (2) months following the ratification of this Collective 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 issues and to recommend procedures and policies related to return to work/accommodation and alternative dispute resolution options.