

**COLLECTIVE
AGREEMENT**

Between

Toronto District School Board

and

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

UNIT D

September 1, 2003 – August 31, 2008

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ARTICLE A – DEFINITIONS

- A.1 “Employer” means the Toronto District School Board.
- A.2 “Union” means the Local 4400, Canadian Union of Public Employees(D).
- 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 “Part-time Employee” means an Employee in a job classification identified in Appendix A-2.
- A.8 “Temporary Employee” means an Employee employed on an intermittent or seasonal basis.
- A.9 “Student” is an Employee enrolled full-time in a secondary or post-secondary school.
- A.10 A paid running lunch is defined as a period of time intended for lunch purposes not exceeding thirty (30) minutes in total during which time the Employee is available for service purposes.
- A.11 “Working Days” as it applies to timelines in the Collective Agreement, shall be Mondays – Friday inclusive, excluding Holidays unless otherwise specified.
- A.12 “Spouse” includes a common-law partner of the same or opposite sex.
- A.13 “Parties” shall be as defined in A.1 and A.2 above.

ARTICLE B – PURPOSE

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

ARTICLE C – RECOGNITION

- C.1 The Employer recognizes the Union as the sole and exclusive collective bargaining agent for all Employees employed by the Toronto District School Board to carry out the functions of caretaking, landscaping, fleet services, stockkeeping, warehousing, operational maintenance, driving activities and labourer, save and except forepersons, assistant supervisors, persons above those ranks, and co-op students and any Employees covered by another bargaining unit.
 - C.1.1 The Employer may employ persons in the role of Acting Team Leader or Acting Supervisors or in the role of assisting Team Leaders or Supervisors. For the purposes of clarity, such persons are not excluded from this bargaining unit.
 - C.1.2 The use of the word “supervisor” is meant to refer to those individuals who exercise managerial functions, or are employed in the confidential capacity, within the meaning of section 1(3)^b of the Ontario Labour Relations Act, 1995, as amended from time to time, and includes persons in job classifications in salary schedule II, grade level 7 and above.

ARTICLE D – MANAGEMENT RIGHTS

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

ARTICLE E – UNION SECURITY

- E.1 The Employer agrees to deduct from the pay of each Employee to whom any pay is due in that pay period, an amount equal to their regular Union dues, initiation fees, and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.
- E.1.1 All dues or assessments so deducted shall be remitted to the Union 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. 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 forms 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 Union.

Board Policy, Agendas and Minutes

- G.7 The Employer shall provide one (1) copy 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, home addresses, and phone number of Employees (if available).

Change of Information

- G.9.1 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 Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union. At such meetings an elected or appointed representative shall be the spokesperson.

Labour Management Committee

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

- H.2.2 Minutes of each meeting of the Committee shall be prepared by the Employer and two (2) copies provided to the Union one (1) week prior to the next Committee meeting.
- 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.

Negotiations Committee

H.3 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of five (5) bargaining unit members. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. The Union has the right to have up to an additional five (5) members, including Union Officers, on the Negotiating Committee at no cost to the Employer.

H.3.1 Upon seventy-two (72) hours notice to the Employer, members of the Negotiating Committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer for their regularly scheduled hours of work at their regular rate of pay. The bank shall be established at a level of six hundred (600) hours during the term of this Agreement. It is understood that release for preparation shall be for not less than half (½) a shift (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 forty (40) Stewards.

H.4.1 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected and the jurisdiction of each Steward. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

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

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

Investigating Grievances

- H.5.1 "Investigating a grievance" shall mean that the Steward may make sufficient inquiry in order that the grievance may be presented and, if possible, resolved at the informal stage of the grievance procedure (if any) and the first meeting after the written grievance has been filed. It is understood that any full investigation of the grievance for the purposes of arbitration will not occur during a period when the Steward or other Union Official is being paid by the Employer.
- H.5.2 Any abuse of the privilege of "investigating a grievance" may result in the Employer withholding permission for the Steward or the Union Official to leave work but the Steward may still attend the meetings stipulated in Article I as the Union representative. The Union may grieve the Employer's withholding permission by the Employer and the duration of such withholding.
- H.5.3 The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time he/she expects to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when he/she returns to work.
- H.5.4 Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from his/her regularly scheduled hours of work, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside his/her regular hours of work unless agreed upon by the Employer.

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

Representation for Return to Work, Accommodation or Harassment

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

Pay Equity/Classification Committee

- H.7 The parties shall establish a Joint Pay Equity/Classification Committee composed of four (4) Employer and four (4) 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 D, and to develop a single Pay Equity Plan applicable to the Unit D 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 appropriate designated management representative within seven (7) working days of the written response of the Manager of the appropriate function/location or designate. The appropriate designated management representative or designate, will hold a meeting with up to two (2) Union representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The appropriate designated management representative or designate may request the attendance at the meeting of any other person(s). The appropriate designated management representative or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting. The Employer shall notify the Union of the appropriate designated management representative.

Arbitration

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

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

Group Grievance

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

Policy Grievance

- 1.8 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 1.2, or a group grievance under paragraph 1.7, 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.
- 1.9 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.
- 1.9.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
- 1.9.1.1 Confirming the Employer's action: or
- 1.9.1.2 Such other arrangement as is acceptable to the parties or as is determined to be just and equitable by the arbitrator or arbitration board pursuant to the provisions of the Labour Relations Act.

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

ARTICLE J – PERSONNEL FILES

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

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

- J.3.1.1 Notwithstanding the foregoing, if as a result of the notation of discipline for an act of physical or sexual harassment and/or abuse of a student, which has not been rescinded through the grievance or arbitration procedure, the Employer has imposed conditions of employment governing the nature of the Employee's interaction with students, which have not been rescinded through the grievance or arbitration procedure, when the notation of discipline is removed after five 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.
- M.2 The Employer recognizes its obligations under the Occupational Health and Safety Act, RSO 1990, c.01, as amended from time to time. A Joint Health and Safety Committee will be established in accordance with the Act, which shall include representatives from the Union.

ARTICLE N – PROBATIONARY PERIOD

- N.1 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 sixty (260) 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.

ARTICLE O – SENIORITY PROVISIONS

The following transitional language applied only for Seniority Lists B and C.

[Note: Transitional Provision: The Employer shall provide the seniority list to the Union within forty-five (45) days of the date of ratification or by order of the OLRB and in any event, the Employer agrees not to implement common job postings, layoffs, or transfer provisions until it has provided the seniority list to the Union.

The Union shall advise the Employer in writing of any objections to the initial Lists within forty-five (45) days of receipt of the Lists. The parties shall meet within ten (70) days to discuss any dispute with respect to any Employee's seniority standing or any of the information contained on the Seniority Lists. In the event 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 Lists. The Employee may raise an objection to his/her placement on the Seniority Lists 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.5. However, the Employee will not be

entitled to rely on such objection for the alteration to the Seniority Lists during the period prior to the conclusion of the second seniority lists.]

- O.1 Seniority shall be the date on which an Employee was last hired to a period of continuous service with the Board and/or predecessor boards, Persons who are hired or post into the bargaining unit after June 8, 1998, shall have seniority from the date hired into the bargaining unit.
- O.2 For the purposes of paragraph O.1, continuous service shall be deemed to be continuous where service was broken because:
 - O.2.1 the temporary work to which the Employee had been assigned ceases during the school year and resumes the same school year;
 - O.2.2 the Employee was not actively at work during regular school vacation periods; or
 - O.2.3 the Employee has, after June 5, 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 year period:
- O.3 Any 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.4 Seniority lists will be revised as of the first business day every January and July and a copy of the lists will be given to the Union in written and electronic form forthwith and no later than January 31 and July 31. A copy of such lists will be made available for review in written or electronic form at each work location.
 - O.4.1 The Board shall maintain three (3) separate seniority lists as follows:
 - O.4.1.1 List A shall include all permanent Employees who hold positions which are regularly scheduled for a period of greater than thirty (30) hours per week and twenty-five (25) hour matrons;
 - O.4.1.2 List B shall include all permanent Employees who hold positions which are regularly scheduled for a period of thirty

(30) hours or less per week and all temporary and seasonal Employees.

- O.4.1.3 List C shall include students employed during the school vacation period.
- O.4.2 An Employee transferring from List B to List A after the date of ratification shall not be entitled to rely on seniority accumulated as a List B Employee for the purposes of Layoff, Recall or Job Posting and Promotion process.
- O.4.2.1 An Employee transferring from List C to List A or B after the date of ratification shall not be entitled to rely on seniority accumulated as a List C Employee for the purposes of Layoff, Recall or Job Posting and Promotion process.
- O.4.3 Seniority lists shall contain the Employee's name, seniority date, grouping, job classification, coded work location, scheduled hours of work per week and status (active or inactive) and work year. Lists shall be available at **all** posting locations. Seniority lists provided to the Union shall include the Employee's **work** location.
- O.5 The parties shall meet within thirty (30) calendar days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained in the seniority list. The Employee shall have thirty (30) calendar days to raise an objection to their seniority date. 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.

Loss of Seniority

- O.6 Unless otherwise provided in this agreement, seniority shall terminate and termination of employment shall be confirmed when an Employee:
 - O.6.1 quits for any reason;
 - O.6.2 is discharged and is not reinstated through the grievance or arbitration procedure, or otherwise;
 - O.6.3 has been absent from work without permission for more than five (5) consecutive working days without a reasonable excuse;

- O.6.4 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.6.4.1 the Employee notifies the designated representative of the Board within five (5) days of the scheduled date of recall that he/she is intending to return to work: and
 - O.6.4.2 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.6.5 has been on lay-off for a period of twenty-four (24) consecutive months; and
- O.6.6 fails to return to work immediately upon the expiration of a leave of absence without reasonable cause.
- O.7 Seniority is transferable amongst CUPE 4400 bargaining units for Employees who are being accommodated either for compensable injuries or other disabilities, as defined by the Human Rights Code, provided that they cannot be accommodated in their own bargaining unit.

ARTICLE P – POSTING AND PROMOTION PROCESS

- P.1 Where it is determined that a vacancy exists for job classifications identified in Appendix A-I it shall be posted in bulletin form at all work locations for at least seven (7) calendar days, except that the Employer may elect not to advertise those vacancies in the same classification immediately resulting from filling a currently advertised position. A copy of the Bulletin shall be forwarded to the Recording Secretary of the Union at the same time as it is posted. Following the posting of a position, the successful applicant will be advised of the appointment within twenty (20) working days from the close of the bulletin. There shall be no postings during the months of July and August except for the week prior to the start of the new school year.

Clarity Note: For the purpose of this clause, a vacancy shall include, but **not** be limited to, Courier and Logistics routes, Bus routes, schools and work sites.

- P.1.1 The Union will be provided with the name(s) of the successful candidate(s) and his/her seniority date after the close of the bulletin.

- P.1.2 Should a posting be rescinded, the Union will be sent a copy of the posting indicating it has been rescinded, and the reason why.
- P.2 Subject to P.1, all vacant positions as identified above shall be posted at least five (5) times a year, in the months of January, March, June, September, November and on an as needed basis.
- P.2.1 The secondary vacancy process will allow each Employee a limit of fifteen (15) specific bids for vacancies in the same job classification immediately resulting from filling a currently advertised position. In addition, Employees may select one or more regional bids and except when bidding for an unassigned position, Employees **may** select one or more family of schools.
- P.3 For purposes of lateral transfers within a job classification and within a grouping, or bidding down, first opportunity for appointment shall be afforded to the senior applicant of the bargaining unit provided the applicant has the ability to perform the requirements of the job, except where certification and/or licensing is required. If no satisfactory applicant is available, applicants from other groupings shall be considered.
- P.4 In making promotions the Employer will consider bargaining unit seniority, merit, qualifications, and ability, provided however the Employee must have a minimum of one (1) year current grouping seniority unless there are no satisfactory applicants from within the grouping.
- P.5 Employees who apply for and obtain a transfer shall be considered frozen for a period of one hundred and eighty (180) calendar days, but shall be eligible to apply for advertised vacancies of a higher or lower pay classification. The Employer and the Union may mutually agree to allow the Employee, at the request of the Employee, to be placed on the unassigned staff for the balance of that Employee's frozen period.
- P.5.1 An Employee promoted into a job classification shall be prohibited from laterally transferring within the same job classification as outlined in P.3 or bidding down into a lower rated classification for a period of one hundred and eighty days (180) from the date of promotion.
- P.6 When the square footage of a school increases or decreases due to the addition or removal of portables or portapaks, the Head Caretaker will be paid the applicable rate of pay for that code. Such changes will be implemented effective the first day of the month

following the addition or removal of the portables or portapaks, retroactive to the date of delivery or removal.

- P.6.1 When an increase of square footage occurs at a school, which results in a change of code, the Head Caretaker position will be posted.
- P.6.2 When a decrease in square footage occurs, save and except for circumstances covered under article P.6, resulting in a change in code, the Head Caretaker will continue to be paid at the higher rate of pay for six (6) months.

Rates of Pay on Promotion/Reclassification

- P.7 An Employee assigned, promoted or reclassified in accordance with this agreement to a higher position carrying a single rate of pay shall receive the rate of pay for that position from the time the Employee commences performing the duties of the position. Otherwise an Employee assigned, promoted or reclassified in accordance with this Collective Agreement 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 the position to which the Employee was assigned, promoted or reclassified.
- P.8 Where, in accordance with the terms of this Collective Agreement and the Letter of Understanding appended, the Board temporarily transfers or assigns an Employee to a position in the bargaining unit which has a lower rate of pay for a period which is less than ninety (90) days, the Employee shall continue to receive his/her rate of pay during the term of such temporary transfer or assignment. This provision does not apply to Employee transfers or assignments which are permanent or matters covered by Article **BB** of this Collective Agreement.
- P.9 An Employee temporarily transferred or assigned to a position in **the** bargaining unit which has a higher rate of pay shall be paid the higher rate for such classification for the period of such temporary transfer or assignment after the first full working day (a full eight (**8**) hour shift) in the higher rated position. The Employee will also be entitled to be paid the higher rate of pay for the first day of such temporary transfer or assignment, including any overtime at that work location only.

Temporary Assignment

- P.10 The temporary assignment of an Employee from his/her normal work location will occur within the Region (not less than four **(4)** regions across the District) where the Employee normally works unless the Employee and the Union otherwise consent or the written job requirements specify otherwise. The right to temporarily assign from one job location to another shall not be used for disciplinary purposes. No Employee may be so assigned for more than ninety (90) working days during a year unless otherwise agreed by the Employee and the Union.

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 in 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 fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- Q.15 When mother's parental leave may begin – Parental leave of an Employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- Q.16 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- Q.17 Special circumstances – Paragraph Q.16 does not apply in the case of an Employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected. In such circumstances the parental leave of an Employee begins on the day the Employee stops working and the Employee must give the Employer written notice that the Employee wishes to take leave within two (2) weeks after the Employee stops working.

End of Parental Leave

- Q.18 Parental leave ends thirty-five (35) weeks after it began, if the Employee took pregnancy leave, and thirty-seven (37) weeks after it began otherwise, or in accordance with the Employment Standards Act whatever is greater, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.

- Q.19 Change of notice to begin leave – An Employee who has given notice to begin pregnancy leave or parental leave may change the notice:
- Q.19.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
- Q.19.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave was to begin.
- Q.20 Change of notice to end leave – An Employee who has given notice to end the leave may change the notice:
- Q.20.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- Q.20.2 to a later date if the Employee gives the Employer at least four (4) weeks written notice before the date the leave was to end.

Definition of Parent

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

Benefits and Seniority During Pregnancy and Parental Leave

- Q.22 In accordance with the Employment Standards Act or to a maximum of fifty-two (52) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of pregnancy and/or parental leave, provided that the Employee continues to pay his/her share of such benefits if applicable.
- Q.23 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 (SEB) Plan – Eligibility

- Q.25** An Employee on Seniority List A granted pregnancy or adoption leave and who complies with the requirements of Appendix B-1 shall be compensated in accordance with Appendix B-1 for the two (2) week waiting period for Employment Insurance Benefits.
- Q.25.1** Effective September 1, 2005, an Employee on Seniority List B granted pregnancy or adoption leave and who complies with the requirements of Appendix B-1 shall be compensated in accordance with Appendix B-1 for the two (2) week waiting period for Employment Insurance Benefits.
- Q.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-1 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 Carechild Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than thirty (30) days before the Infant Carechild Care Leave is to begin.
- Q.31 In the application for Infant Carechild Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- Q.32 Once Infant Carechild Care Leave has been granted it shall not be extended except at the discretion of the Employer.

Change of Notice to End Leave

- Q.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 Carechild Care Leave

- Q.34 An Employee on Infant Carechild Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Carechild Care Leave. Payment shall be made through pre-authorized bank withdrawal.
- Q.35 Seniority shall accrue during Infant Carechild 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 Carechild 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 twelve (12) month full-time leave **of** absence by the Employer without salary and benefits and without loss of seniority. Such leave shall be renewed each year on request during his/her term of office. In no event can more than ten (10) Employees be on such leave at any one time.

Q.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 two (2) weeks prior to the commencement of such leave, which may be for a period of up to twelve (**12**) months but not less than sixty (60) days. Such leave may be granted subject to operational requirements but the leave shall not be unreasonably withheld.

Short Duration Union Leaves

Q.38.2 It is recognized that there will be occasions when leaves of short duration (i.e. less than sixty (60) days) for specific requirements related to Union business with the Employer may be necessary. Requests for such leave will be made on not less than two (2) weeks' written notice to the Employer where practicable. Such leaves shall be without salary and benefits and without **loss** of seniority. Requests for such leaves may be subject to operational requirements but will **not** be unreasonably withheld.

Q.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 ten (10) Employees at any time. Time off for such leaves shall be limited to not more than one hundred (100) cumulative working days in a calendar year. The approval of such leave may be withheld for reasons related to the requirements of operations. Such approval will not be unreasonably withheld.

Q.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** Upon completion of any leave of absence, except for Pregnancy and/or Parental and/or Infant Care/Child Care leave and Union leave, of a duration of fifteen **(15)** months or less, the Employee shall, subject to any need to accommodate an Employee, be reinstated to the Employee's former position and location, if available, and if not available, to the Employee's former wage classification or any other appropriate position in accordance with the Collective Agreement. The fifteen **(15)** month period may be reduced or extended by mutual 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 able to fill the position as required. The Employee will be required to remain in the new position for a full year before being eligible for additional approved leaves.
- a) Absences which are anticipated **to** be greater than six (6) months and **less** than twelve **(12)** months in duration may be posted unless mutually agreed by the Employer and the Union as a temporary vacancy in accordance with Article P. Temporary assignments which exceed twelve **(12)** months in duration may be extended by mutual agreement.

Such temporary vacancies will not be eligible for the secondary bid process as described in Article P.2.1.

Employees whose positions are filled through a temporary posting will retain rights to that position until such time as the provisions of Article **Q.41** apply.

Upon completion of the temporary assignment, Employees will be placed in the unassigned pool in the region from which they posted.

- 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. The Employee will be required to be actively at work for a period of up to sixty (60) calendar days in the new position before being eligible for additional approved union leaves.

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.

Family Medical Leave

Q.43 An Employee is entitled to a leave of absence without pay of up to eight (8) weeks to provide care or support to an individual described in Article **Q.43.1** if the attending qualified physician issues a certificate stating that the individual has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

Q.43.1 Article **Q.43** applies in respect of the following individuals:

1. the Employee's spouse;
2. a parent, step-parent or foster parent of the Employee;
3. a child, step-child or foster child of the Employee or the Employee's spouse;
4. prescribed family members as may be permitted under the Employment Standards Act.

Q.43.2 The Employee may begin the leave no earlier than the first day of the week in which the period referred to in Article **Q.43** begins.

Q.43.3 The Employee may not remain on a leave under Article **Q.43** after the earlier of the following dates:

1. The last day of the week in which the family member dies;
2. The last day of the week in which the period referred to in Article **Q.43** ends.

Q.43.4 Notwithstanding Article **Q.43**, if two (2) or more TDSB employees take leaves under Article **Q.43** in respect of a particular individual, the total of the leaves taken by all employees shall not exceed eight (8) weeks during the twenty-six (26) week period referred to in Article **Q.43**.

Q.43.5 An Employee may take a leave under this Article only in periods of entire weeks.

- Q.43.6 Employees who wish to take leave under Article Q.43 will advise the Employer in writing using the appropriate forms. The Employee will be required to include a copy of the certificate referred to in Article Q.43 with the form. If the Employee must begin the leave before advising the Employer, the Employee shall advise the Employer of the leave verbally and in writing using the appropriate forms as soon as possible after beginning the leave.
- Q.43.7 Upon the expiry of the Family Medical Leave, the Employee may request a leave of absence under Article Q.1 during the twenty-six (26) week period referred to in Article Q.43.
- Q.43.8 An Employee may apply for more than one Family Medical Leave in respect to the same family member.
- Q.43.9 In accordance with the Employment Standards Act or to a maximum of eight (8) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Family Medical Leave, provided that the Employee continues to pay his/her share of such benefits if applicable. On return from leave, the Employee will be placed in accordance with Article Q.41.
- Q.43.10 During Family Medical 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.43.11 Experience shall be accrued during Family Medical Leave for salary purposes and Employees shall be eligible for increments while on accrued Family Medical Leave.

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

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

- Q.46 An Employee who has received benefits under the provisions of Appendix B-2 shall sign an agreement with the Employer indicating:
- Q.46.1 that the Employee will return *to* 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 Family Medical Leave (and any subsequent additional leave granted by the Employer under this Agreement); and
- Q.46.2 that should the Employee not comply with Q.46.1 above the Employee shall reimburse the Employer any monies paid to the Employee under this **SEB** plan.
- Q.47 No Supplemental Employment Benefits otherwise payable in accordance with Appendix B-2 shall be paid for any week that the Employee *is* not scheduled to work, save and except Christmas and **Mid-Winter** breaks.

ARTICLE R – SICK LEAVE CREDIT AND GRATUITY PLAN

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

Eligibility

- R.2 An eligible Employee is an Employee, who is actively at work and regularly scheduled for more than thirty (30) hours per week, including **twenty-five (25)** hour per week Matrons but excluding an Employee who is a Student, a Temporary, Seasonal or Occasional Employee.
- R.2.1 Effective September 1, 2006, an eligible Employee is an Employee who is actively at work and regularly scheduled for **twenty-four (24)** or more hours per week **but** excluding an Employee who is a Student or an Occasional Employee.

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

- R.3 Employees identified in Job Classifications in Appendices A-2 and A-3 shall not be covered by the Sick Leave Credit and Gratuity Plan except as outlined below:

- R.3.1 Effective September 1, 2006, Employees identified in Job Classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than **twenty-four (24)** hours per week and those Employees in Appendix A-3, shall not be covered by the Sick Leave Credit and Gratuity Plan except as outlined in R.3.2 and R.3.3.
- R.3.2 Bereavement leave shall be granted by the Director of Education, or designate, without **loss** of salary or regularly scheduled hours of work for up to three (3) days to an Employee not covered by the Sick Leave Credit and Gratuity Plan at the time of death of a member of the Employee's immediate family in order for the Employee to make arrangements for and attend the funeral for such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters and grandparents and grandchildren.
- R.3.3. The Director or designate may grant paid leave days without loss of salary for the purpose of quarantine or other order of the medical health authorities.
- R.3.4 Casual Employees shall not be covered by the above provision.

Superior Conditions

- R.4 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:

Sick Leave June 30, 2002

ARTICLE S – BENEFITS

Eligibility

- S.1 For the purpose of this Article Eligible Employee is defined as follows:

An eligible Employee is an Employee, who is actively at work and regularly scheduled for more than thirty (30) hours per week, including **twenty-five (25)** hour per week Matrons but excluding an Employee who is a Student, a Temporary, Seasonal or Occasional Employee.

- S.1.1 Effective September 1, 2005, Employees in job classifications in Appendix A-2, who are actively at work and regularly scheduled for twenty four (24) or more hours per week, but excluding an Employee who is a Student or Occasional Employee, shall be eligible Part Time Employees for the purpose of this Article.
- S.2 Until August 31, 2005, Employees in Job classifications in Appendix A-2 and casual employees shall be entitled to a payment of fifty-five cents (\$0.55) per hour in lieu of benefits.
- S.2.1 Effective September 1, 2005, Employees in job classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and casual employees shall be entitled to a payment of sixty-five cents (\$0.65) per hour in lieu of benefits.

Change of Status

- S.3 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.4 The Employer shall provide a Semi-private Hospital Care Plan for eligible Employees. The plan will reimburse one hundred percent (100%) of the eligible expenses.
- S.5 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay one hundred percent (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.5.1 Notwithstanding S.5, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay seventy-five percent (75%) of the premium amount of the Semi-private Hospital Care Plan. The Employee shall pay the remainder of the premium cost.

- S.6 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.7 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.7.1 Subject to a calendar year deductible of twenty-five dollars (**\$25**) per individual and fifty dollars (\$50) per family, the plan will reimburse one hundred percent (100%) of eligible expenses.

- S.7.1.1 Subject to the above deductible, the Plan will also include:

- S.7.1.1.1 health coverage while outside Canada: and

- S.7.1.1.2 hearing aid benefits to a maximum of five hundred dollars (\$500) per person per three (3) year period; and

- S.7.1.1.3 eyeglasses (or contact lenses) benefits to a maximum of one hundred and eighty dollars (\$180) per person per two (2) year period.

Effective September 1, 2005, eyeglasses (or contact lenses) benefits to a maximum of two hundred and fifty dollars (\$250) per person per two (2) year period.

Effective September 1, 2006, eyeglasses (or contact lenses) benefits to a maximum of two hundred and seventy-five dollars (\$275) per person per two (2) year period.

Effective September 1, 2007, eyeglasses (or contact lenses) benefits to a maximum of three hundred dollars (\$300) per person per two (2) year period, and

- S.7.1.1.4 effective September 1, 2005, eye examinations not covered by the provincial health insurance plan will be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years, and

- S.7.1.1.5 effective September 1, 2005, wigs purchased on a physician's recommendation, which must provide a diagnosis or description of the treatment resulting in the necessity for a wig, up to a lifetime maximum of two hundred and fifty dollars (\$250) per person.

S.8 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan the Employer shall pay one hundred percent (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:

<u>Part time regularly scheduled hours</u>	X	Employer share of premium for a full-time regularly scheduled hours	Employer share of premium for a full-time Employee
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The Employee shall pay the remainder of the premium.

S.8.1 Notwithstanding S.8, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan the Employer shall pay ~~seventy-five~~ percent (75%) of the premium amount of the Extended Health Care Plan. The Employee shall pay the remainder of the premium cost.

S.9 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Extended Health Care Plan premium.

Dental Care Plan

S.10 The Employer shall provide a Dental Care Plan for eligible Employees that shall include the following provisions:

S.10.1 **A** Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of five thousand dollars (\$5,000) per person per calendar year, including a nine-month dental recall.

S.10.2 An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:

S.10.3 Eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan, of ten thousand dollars (\$10,000) per person per calendar year;

S.10.3. Fifty percent (50%) of eligible orthodontic services with a maximum of one thousand dollars (\$1,000) per person per calendar year, subject to a lifetime maximum of two thousand dollars (\$2,000).

S.10.4 Benefits will be based on the 1999 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2005, the benefits will be based on the 2001 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2006, the benefits will be based on the 2002 Ontario Dental Association Fee Guide for General Practitioners.

Effective September 1, 2007, the benefits will be based on the 2003 Ontario Dental Association Fee Guide for General Practitioners.

S.11 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay ninety percent (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:

<u>part time regularly scheduled hours</u>	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.11.1 Notwithstanding S.11, ~~for~~ eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay seventy-five percent (75%) of the premium amount of the Dental Care Plan. The Employee shall pay the remainder of the premium cost.

S.12 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Dental Care premium.

Long Term Disability Plan

S.13 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.14 A new Employee will be subject to a six (6) month eligibility waiting period prior to enrolment in the Long Term Disability plan.
- S.15 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be seventy percent (70%) of the Employee's straight time salary as of six months from the onset of disability.
- S.16 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.17 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.18 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.19 For eligible Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall contribute one hundred percent (100%) of the premium of the first thirty thousand dollars (\$30,000) of Group Life Insurance coverage amount, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first thirty thousand dollars (\$30,000) up to the plan maximum indicated below for all eligible full-time Employees.
- S.20 The Group Life Insurance plan will provide optional coverage amounts subject to a minimum of thirty thousand dollars (\$30,000) and a maximum of one hundred and forty thousand dollars (\$140,000) for all eligible Employees who have enrolled in coverage.

S.21 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:

<u>part time regularly scheduled hours</u>	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.21.1 Notwithstanding S.21, for eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall contribute one hundred percent (100%) of the premium of the first thirty thousand dollars (\$30,000) of Group Life Insurance coverage amount, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first thirty thousand dollars (\$30,000) up to the plan maximum indicated in S.20.

S.22 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Group Life premium.

L.T.D. Superior Benefits

S.23 Any Employee who, as of May 4, 2001, was 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 purpose of this Article Eligible Employee is defined as follows:

T.1.1 Employees identified in job classifications in Appendix A-1 shall be eligible for paid holidays.

T.1.1.1 Effective September 1, 2007, Employees in Appendix A2 with three (3) years of continuous service in the calendar year, who are actively at work and regularly scheduled to work twenty-four (24) or more hours per week shall be eligible for paid holidays.

T.1.2 Until August 31, 2007, Eligible Employees identified in Job Classifications in Appendices A-2 and A-3 shall be paid three percent (3%) holiday pay in lieu of paid holidays.

T.1.2.1 Effective September 1, 2007, Employees in Job Classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than twenty-four (24) hours per week and those in Appendix A-3 shall be paid three percent (3%) holiday pay in lieu of paid holidays.

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, plus:

T.2.2 In addition, each Employee shall receive one (1) additional paid holiday in lieu of Remembrance day each calendar year to be designated by the Employer.

T.2.3 In addition to T.2, eligible Employees will **be** paid for the following holidays as outlined below:

T.2.3.1 Eligible Employees who have worked the day before or after Canada Day will be paid for Canada Day

T.2.3.2 Eligible Employees who have worked the day before **or** after August Civic Holiday will be paid for August Civic Holiday

T.2.3.3 Eligible Employees who have worked the day before or after Labour Day will be paid for Labour Day

T.3 Eligible Employees identified in Job Classifications in Appendix A-1 employed for a specified period of time each year, which is less than a twelve **(12)** month period, shall be paid *for **the*** following holidays:

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

Or such day as may be established as a holiday in lieu thereof by statute or proclamation, or by the Employer.

T.3.1 Such Employees shall be paid for Canada Day subject to T.2.3.1 and/or Labour Day subject to T.2.3.3.

- T.3.2 In addition, each Employee shall receive one (1) additional paid holiday in lieu of Remembrance Day each calendar year to be designated by the Employer,
- T.4 An Employee who is required to work on a holiday shall be paid for work so performed at a rate in accordance with the Article W.10 and W.11.
- T.5 When any of the holidays listed in T.2 or T.3 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay

Clarity note : The agreement of this language is based on the mutual understanding that, "who have worked", means in receipt of wages, any paid leave, including sick leave, vacation, bereavement leave and Union leave.

ARTICLE U-- VACATION

Eligibility

- U.1 Employees identified in job classifications in Appendix A-1 shall be eligible for paid vacation.
- U.1.1 Until August 31, 2007, Employees identified in Job Classifications in Appendix A-2 and Appendix A-3 shall receive four percent (4%) of their regular earnings in lieu of vacation entitlement or their entitlement under the Employment Standards Act, R.S.O. amended, whichever is greater.
- U.1.2 Effective September 1, 2007, Employees in Appendix A-2 with three (3) years of continuous service in the calendar year, who are actively at work and regularly scheduled to work **twenty-four (24)** or more hours per week shall be eligible for paid vacation as set out in this Article.
- U.1.3 Effective September 1, 2007, Employees identified in Job Classifications in Appendix A-2 who are actively at work and regularly scheduled to work less than **twenty-four (24)** hours per week and those in Appendix A-3 shall receive four percent (4%) of their regular earnings in lieu of vacation entitlement or their entitlement under the Employment Standards Act, R.S.O. amended, whichever is greater.

Vacation Entitlement

- U.2 All twelve (12) month eligible Employees shall receive in January each year annual vacation entitlement in accordance with the following schedule:
- U.2.1 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.2.2 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.2.3 one year of continuous service completed as of June 30th – fifteen (15) days;
- U.2.4 nine (9) years of continuous service completed within the current calendar year – twenty (20) days:
- U.2.5 seventeen (17) years of continuous service completed within the current calendar year – twenty-five (25) days;
- U.2.6 twenty-three (23) years of continuous service completed within the current calendar year – twenty-six (26) days;
- U.2.7 twenty-four (**24**) years of continuous service completed within the current calendar year – twenty-seven (27) days;
- U.2.8 twenty-five (**25**) years of continuous service completed within the current calendar year – thirty (30) days.
- U.3 Full-time Employees identified in Job Classifications in Appendix A-1 who are employed for a specified period of time each year, which is less than twelve (**12**) months, shall receive in September each year annual vacation in accordance with clause U.2 which shall be prorated on the basis of the Employee's work year.

Continuous Service

- U.4 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.4.1 For the purposes of this article, service shall be deemed to be continuous service where:
- U.4.1.1 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. Without limiting the generality of the foregoing this would include 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.4.1.2 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 provided for the period the Employee was employed by the Employer or Predecessor Board.
- U.4.1.3 Notwithstanding U.4.1.2, if an Employee has resigned from the Employer or Predecessor Board and is rehired and the only intervening employment is as described in U.6, 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.6.
- U.4.1.4 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.5 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.

Vacation requests must be submitted to the appropriate supervisor by April 15th annually. The Employee's approved vacation cannot be changed unless agreed to by the Employee.

An Employee may request a change to vacation at any time during the year. Requests submitted after April 15th, including requests to change approved vacation dates, shall be subject to operational requirements.

- U.5.1 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 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 Superintendent for such additional carry over.

Previous Service

- U.6 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.6.1 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.7 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.8** 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.8.1** 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.9** 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 a 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 a minimum of fifty percent (50%) of the tuition fee charged or the pre approved amount which ever is greater for the course provided the Employee completes the course and receives the necessary passing mark.

- V.3 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 Employer agrees to provide information related to Board training courses appropriate for the members of this Bargaining Unit. The matter will be referred to the Labour Management Committee for discussion.
- V.3.1 The Toronto District School Board will use its best efforts and will provide as soon as is practicable a comprehensive training program for designated Employees in the Operations bargaining unit in order to ensure that their skills are upgraded to the extent necessary to enable them to perform the work as assigned from Schedule A of the Memorandum of Settlement Between the TDSB and the MCSTC dated February 27th, 1998. (Appendix F)
- V.3.2 The Employer agrees to seek input from the Union through the Labour Management Committee on training programs appropriate for Employees covered under this Collective Agreement.
- V.3.3 Within sixty (60) days of ratification of this agreement, the Employer will prepare and post for bargaining unit members, a communication regarding how to access information and how to register for available courses. Should the method to access be changed at any time, the communication will be updated.

ARTICLE W – HOURS OF WORK

Work Week

- W.1 The work week for full-time Employees (excluding Employees in the job classifications identified in Appendix A-2) shall consist of forty (40) hours, Monday to Friday both inclusive, comprising eight (8) continuous hours per day excluding unpaid lunch breaks for each Employee, to be worked in accordance with the schedule of operations as communicated to Employees. The Employer shall discuss with the Union any significant changes in the schedule of operations before putting such changes into effect.
- W.2 The work week for Employees in classifications identified in Appendix A-2 shall consist of the number of hours of work scheduled by the Employer for each Employee. Such scheduled hours shall not exceed eight (8) hours per day, thirty (30) hours per week.

- W.3 The normal hours of work for Head Caretakers shall be between the hours of 6:00 a.m. and 5:00 p.m. Monday to Friday.
- W.4 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.

Rest and Lunch Periods

- W.5 Employees will be entitled to lunch and rest periods based on hours worked per day as follows. If an Employee works:
- W.5.1 a minimum of three (3) hours but not more than four (4) hours per day – one paid fifteen (15) minute rest period.
- W.5.2 greater than four (4) hours but not more than five and a half (5%) hours per day - one paid fifteen (15) minute rest period and one (1) unpaid lunch period of not less than thirty (30) minutes.
- W.5.3 Greater than five and a half (5½) hours per day – two (2) paid fifteen (15) minutes rest periods and one unpaid lunch period of thirty (30) minutes except for bus drivers and bus drivers lead hand who shall receive one (1) hour continuous unpaid lunch period that shall start between 11:00 a.m. and not later than 1:00 p.m.
- W.5.3.1 The Union and Employer shall meet at Labour/Management to discuss the ability to amend the one (1) hour unpaid lunch to a half (1/2) hour unpaid lunch where feasible.
- W.6 The Employer, in accordance with its requirements, will determine the scheduling of start/finish times, lunch, and rest periods subject to the following:
- W.6.1 Day Shift: The standard day shift is from 7:00 a.m. to 3:30 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.
- W.6.1.1 For bus drivers: Day Shift: the standard day shift is from 7:30 a.m. to 4:30 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.
- W.6.1.2 For bus drivers – lead hands: Day Shift: the standard day shift is from 7:00 a.m. to 4:00 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.
- W.6.2 Afternoon Shift: The standard afternoon shift is from 3:00 p.m. to 11:00 p.m. but the starting time may be between 11:00 a.m. and 4:00 p.m.

- W.6.3 Midnight Shift: The standard midnight shift is from 11:00 p.m. to 7:00 a.m. but the starting time may be between 10:00 p.m. and 12:00 a.m.
- W.7 Notwithstanding W.5.3, Employees working greater than four and a half (**4**%) hours on the afternoon or midnight shifts shall be entitled to a thirty (30) minute paid running lunch and two (**2**) fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in W.1 and W.2.
- W.7.1 The Board also agrees that where Employees are not permitted to leave the premises on the day shift, that day shift shall be an eight (**8**) hour day shift with a thirty (30) minute paid running lunch and two (2) paid fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in W.1.
- W.7.2 Unless mutually agreed, **at** least twenty-four (24) hours' notice shall be given to Employees when required to change a regularly scheduled shift except in the case of circumstances over which there **is** no control or are not anticipated.
- W.8 **All** existing compensation arrangements regarding continental work week shall remain in effect and further shall not be expanded or reduced unless mutually agreed **by** the parties to this agreement.

Shift Premiums

- W.9 **All** Employees regularly scheduled to work more than twenty-four (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.10 Overtime for an Employee shall be paid at a rate of:
- W.10.1 one and one-half times the regular rate of pay for all work authorized to be performed:

W.10.1.1 When the Employer requires an Employee in a job classification in Appendix A-1 to work beyond a work day, or a work week, that Employee shall be paid for such overtime at the rate of one and one-half times the regular rate of pay.

NOTE: Only Employees in Job Classifications in Appendix A-1 shall be entitled to overtime.

W.10.1.2 as scheduled overtime on Saturday.

W.10.2 double times the regular rate of pay for all work authorized to be performed

W.10.2.1 all overtime on Sunday

W.10.2.2 on holidays as defined in Article T, in addition to the regular holiday pay;

W.10.2.3 on emergency call outs on a Saturday

W.11 An Employee shall receive a minimum of three (3) hours' pay at the overtime rate:

W.11.1 For work authorized to be performed on a statutory or legal holiday as defined in Article T or on Saturday or Sunday.

W.11.2 Or a call in because of an emergency or surveillance call other than one arising from the Employee's own negligence or from something occurring on the Employee's shift for which the Employee was responsible.

Lieu Time

W.12 Lieu time may be substituted for overtime payment at the employee's request, subject to the following:

W.12.1 Lieu time shall be taken in the calendar year in which it is earned for twelve (12) month Employees.

W.12.2 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.12.2.1 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.12.2.2 Where an Employee is unable to use accumulated lieu time prior to the end of the calendar year, the Employee may carry up to a maximum of eighty (80) hours 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.

Work Outside Regular **Hours of Work**

- W.13 Work performed by Employees covered by this agreement outside their normal hours of work shall be paid at the appropriate rate of overtime. Where such 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 requirement to re-attend at work is not due to circumstances over which that Employee has no control or which are not due to the Employee's own fault or negligence.

Notice of Cancellation of Permit

- W.14 In the event a permit is issued for a Saturday, Sunday or a paid holiday and is subsequently cancelled without sixteen (16) hours notice prior to the start of the permit, the Employee scheduled for the overtime will receive three (3) hours pay or the length of the permit whichever is less at the appropriate overtime rate.

Distribution of Overtime

- W.15 Overtime assignments shall be distributed as equitably as possible among the Employees who normally perform the work at the location where the overtime is required. The Employer will attempt to advise Employees of required overtime as far in advance as is practical.

Overnight Visits

- W.16 Despite the above provisions, 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.
- W.17 At its discretion, the Employer may implement programs for Summer Hours. Prior to any implementation of such program(s), the matter will be referred to the Labour Management Committee for consultation and discussion.

ARTICLE X – ALLOWANCES

Travel Allowances

- X.1 Employees who are required to use their automobile on approved Employer business shall receive a travel allowance of thirty-seven cents (\$0.37) per kilometre. Effective September 1, 2005, Employees shall receive a travel allowance of forty cents **(\$0.40)** per kilometre. 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.1.3 Where the Employer requires the Employee to travel between work sites during the normal working hours of the Employee, such travel time shall be deemed as time worked. Sufficient travel time will be allotted.

Tool Allowances

- X.2 The Employer will pay an annual **tool** allowance of one hundred and fifty-five dollars (\$155) to all mechanics and garage helpers actively at work. Other Employees required to buy tools for their job, as decided at the Labour-Management Committee, will receive an annual tool allowance not to exceed one hundred and fifty five dollars (\$155) per annum for work related tools.

Caretakers Certificate

- X.3 The allowance of ten cents (10¢) per hour for the " Etobicoke Board of Education Caretaker's Certificate " shall be grandparented for those who currently receive such an allowance.

Licenses and Endorsements

- X.4 Employer must remove the requirement for a DZ licence on all job postings where DZ's are not required. Employees in the job classifications identified below shall be paid an allowance of thirty cents (30¢) per hour for the shifts the Employees are required to use their A, AZ, D, DZ license or Z endorsement.

Auto Mechanic
Task Force
Grounds
Garage Helper
Courier Logistics

Pesticide/Herbicide Spray

- X.5 Grounds Employees who are licensed for pesticide and/or herbicide spray and who currently receive this allowance shall receive an allowance of fifteen cents (\$0.15) per hour during the period of May 1st to October 31st inclusive.

Air Cooled and Marine Engine Mechanic Branch 1 Certificate

- X.6 Small Engine Mechanics who possess Air Cooled and Marine Engine Mechanic Branch 1 certificate shall receive an additional forty cents (\$0.40) per hour.

Lead Hand

- X.7 If an Employee is required to act as a lead hand where a lead hand job classification does not exist, the Employee shall be entitled to an allowance of seventy cents (\$0.70) per hour.

Engineer/ BES Certificate

- X.8 An allowance of thirty cents (\$0.30) per hour shall be paid to Employees required to utilize their engineering certificates in registered plants. An allowance of forty-two cents (\$0.42) per hour for a Class 2 Building Environmental Systems certificate and sixty-three cents (\$0.63) per hour for a Class 1 Building Environmental Systems certificate shall be paid to Employees who possess such certificates and are required to utilize them in plants designated by the Employer.
- X.8.1 There shall be no pyramiding or duplication of allowances for Employees who possess both certifications under X.8.

Other Allowances

- X.9 Allowances for any licenses, required by the Employer, other than those required for the job classification, shall be referred to Labour Management for discussion.

Equipment, Supplies and Uniforms

- X.10 Uniform Allowance – Caretaking, Maintenance, Transportation and Warehouse
- X.10.1 Within sixty (60) days 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. 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 (2) meetings per calendar year.
- X.10.2 The Employer shall supply a uniform, at Employer expense, to Employees who are required to wear a uniform. 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 one hundred fifty-five dollars (\$155) in each year of the Collective Agreement. In the alternative, an Employee may elect a standard issuance of two (2) pairs of Denver Hayes wrinkle resistant Pants (c649746w) and three (3) basic short sleeve shirts (60s/s).
- X.10.3 A Matron may elect to receive the above options or the standard matron issuance, not to exceed one hundred fifty-five dollars (\$155) in each year of the Collective Agreement, consisting of three (3) smocks and one (1) pair of flat heel, non-slip sole, closed toe and heel shoes.

- X.10.4 Coveralls – The Employer will provide and clean coveralls at the Employer's expense for employees in the following job classifications: Auto Mechanic, Garage Helper and Small Engine Mechanic. Additional coveralls will be made available at the maintenance shops for Operational Maintenance Employees as required. The use of such coveralls by operational Maintenance Employees shall be discussed at Labour Management.
- X.11 New Employees hired in job classifications in Appendix A-1 will be allotted an issuance of four (4) shirts, two (2) pairs of pants, **and** one (1) coat of the employee's choosing; either a windbreaker, parka, or bomberjacket.
- X.12 All active Employees shall be provided with "green patch" safety footwear once per Fiscal Year. The type and quality **is** to be agreed to by the Union prior to the Employer finalizing the tender documents.
- X.12.1 Employees who require specialized footwear due to legitimate health reasons and who provide certification from a medical practitioner may be accommodated.
- X.12.1.1 Discussion on when such footwear is required shall be discussed at Labour Management.
- X.12.2. Employees must wear safety shoes at all times while on duty,

ARTICLE Y – WAGES

- Y.1 Wages shall be paid in accordance with the schedule of wages shown in Appendices A-1, A-2 and A-3.
- 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.

Wage Protection

- Y.3 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.4 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.5 The Board may not make deductions from wages and salaries unless authorized by statute, court order, arbitration order or by this Collective Agreement,
- Y.5.1 Notwithstanding Y.5 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.6 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.7 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, 2003.

New Job Classifications

- Y.8 When the Employer establishes a new job classification within the bargaining unit, the Pay Equity/Classification Committee shall evaluate the new job classification to determine the rate of pay.

Information On Pay Stubs

- Y.9 An Employee shall receive a pay stub, which shall indicate:
- a) the name of the Employee and the Employer
 - b) the total hours worked each day during the pay period at straight time
 - c) the total hours worked at the overtime rate
 - d) the hourly rate
 - e) the year to-date calculations (T4 information)
 - f) the amount of pay in lieu of paid vacation if applicable
 - g) details of all deductions and contributions
 - h) the amount of travelling and other allowances
 - i) pay period
 - j) balance of sick credits/vacation credits if applicable
 - k) Employee number
 - l) Employer and Employee's contribution to the cost of benefits listed in Article S where applicable, if enrolled
 - m) the amount of pay in lieu of paid holidays if applicable
 - n) the Employee's bank account number and S.I.N. shall be blanked out

ARTICLE Z – PENSION 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.

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

ARTICLE AA – JOB SECURITY

Contracting Out

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

Volunteers

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

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

- (a) Providing opportunities for co-op students to work with members of the bargaining unit or other board employees as part of their school/college/university programs
- (b) Providing opportunities for high school students to fulfill their community service obligations through activities inside or outside the classroom.

- (c) Allowing for the legitimate involvement of parents and community members as volunteers in schools in programs, field trips or projects, or For such other purposes as the parties may agree.

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

Part-time Employees

- AA.3 The number of part-time Employees, excluding students employed during the school vacation period (May 1st to Labour Day), shall be limited to twenty percent (20%) of full-time bargaining unit Employees. Scheduling of such Employees shall be in accordance with established practices.
- AA.3.1 The number of students employed during the school vacation period (May 1st to Labour Day) shall be limited to ten percent (10%) of full-time bargaining unit Employees. Students may be employed (Monday to Friday), during the school vacation period between May 1st and Labour Day.

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.

North York Contract

AA.11 The North York school cleaning contracts shall be terminated on or before August 31, 2000 and the work undertaken pursuant to those contracts returned to Employees in the Bargaining Unit.

- AA.12
- a) If the Employer determines that work within the bargaining unit is available, and the seasonal Employee has the skills and ability to perform the work, the work will be offered to the seasonal Employee(s) in order of seniority. (Refusal of such an offer does not affect any other right of the seasonal Employee under the Collective Agreement.)
 - b) While in a position offered under clause (a), the seasonal Employee will be paid at the rate of pay for that position.

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These provisions shall only apply to Employees on Seniority List A (except as noted in **88.30**).

General Guidelines

[Transitional Procedures: During the Transition Period, the obligation in **BB.1** below, 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 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.
- BB.2 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, except where certification **and/or** licensing is required.
- BB.3 Wherever practicable, the number **of** changes and disruptions **to** the operations of the Employer shall be **minimized**.

- BB.4** 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.4.1** When an Employee accepts a position with a lower annual rate of earnings (exclusive of overtime), such Employee shall have no further right to transfer, bump or recall except.
- BB.4.1.1** 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.4.1.2** Such offer of transfer as described in **BB.4.1.1** above will be made only once.
- BB.4.1.3** 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.5** A surplus Employee cannot transfer or bump into, and a laid off Employee cannot be recalled to, a higher wage classification.
- BB.6** For the purpose of this article, "status" means:
- BB.6.1** regularly scheduled hours of work of the position per week (exclusive of overtime), and,
- BB.6.2** length of work year.
- BB.7** For the purpose of this article, "same wage classification" means those job classifications with the same maximum job rate, exclusive of shift premium and overtime.
- BB.8** 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.9** No Employee on Seniority List A who has completed the probationary period, shall be laid off while a probationary Employee, temporary Employee, part-time Employee, or student is employed in a position which the Employee on Seniority List A has the requisite ability to perform the normal requirements of the job. The probationary, temporary, part-time Employee or student shall be laid off first.
- BB.10** In the event of a layoff involving Employees with the same seniority date, the laid off Employee will be determined by lot.

Surplus

- BB.11** In the event of what is primarily a District-wide reduction in staff, Employees will be declared surplus in the reverse order of their seniority within their job classification.
- BB.12** In the event of other reductions such as a sitelocation reduction in staff, the Employees in the affected sites or locations will be identified within their job classification in order of seniority and equivalent number of the most junior staff in the same job classifications throughout the Board shall be declared surplus
- BB.13** In the event of sitelocation reduction in staff, Employees on List 'B' and 'C' shall be declared surplus prior to List 'A' Employees. Notwithstanding the foregoing, the Employer shall make reasonable effort to accommodate the List 'A' Employee in a nearby location. Where there is no location nearby which will effectively utilize the remainder of the List 'A' Employee's shift, the List 'A' Employee will be declared surplus.

Posting and Transfers

- BB.14** Any vacancy resulting from a declaration of surplus as in **BB.11** to **BB.13** or otherwise existing shall be posted and filled in accordance with the provisions of Article P of this Agreement.
- BB.14.1** An Employee on Seniority List A who has completed his/her probationary period who is declared surplus and is transferred to a temporary vacancy will be subsequently transferred to the first available vacancy in the same wage classification and same status.

[Transition Period: (1) During the Transition Period, an Employee will be declared surplus as set out in the Transitional **Note** to clause **BB.1 (2)** Employees declared surplus will be transferred pursuant to **BB.14**. Those surplus Employees not so transferred will be placed in a temporary assignment and will not exercise further rights until the District-Wide Date (referred to in Appendix **E**) at which time such Employees will follow the procedures set out in this Article **BB**, commencing at **BB.15**, then **BB.17**, **BB.18 – BB.23** (Bumping) and **BB.24 to BB.27** (Recall)]

- BB.15** If there is no available vacancy pursuant to **BB.14**, and prior to exercising rights under **BB.18 to BB.23**, the surplus Employee may opt to transfer 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).
- BB.16** An Employee who was placed in a vacancy shall be permitted a twenty (20) working days familiarization period.
- BB.16.1** An Employee who is unable to perform the normal requirements of the **job** during the familiarization period shall either be entitled to exercise bumping under **BB.18 to BB.23**, voluntarily choose to fill a vacancy at a lower classification under **BB.15**, or voluntarily choose layoff under **BB.17**.
- BB.17** A surplus Employee who has not been placed pursuant to **BB.14 to BB.16** has the right within ten (10) working days of receipt of their surplus notice, to choose layoff rather than exercise any bumping rights. Such choice is without prejudice to the Employee's right of recall.

Bumping

- BB.18** "Bumping" means the process whereby a surplus Employee displaces the least senior Employee in the following order:
- BB.18.1** However, an Employee in the caretaker/matron or matron classification shall be entitled to bump a junior Employee in the caretaker classification in accordance with the provision of article **BB.18** providing that she has the skill and ability to perform the normal requirements of the job.
- BB.19** An Employee cannot bump an Employee with higher seniority.
- BB.20** A Seniority List A Employee who has completed the probationary period may bump a temporary Employee, but will not be required to bump a temporary Employee.
- BB.21** A temporary Employee shall not bump an Employee on Seniority ~~List~~ A.

- BB.22** An Employee who exercises bumping rights shall be permitted a twenty (20) working day familiarization period.
- BB.22.1** An Employee who is unable to perform the normal requirements of the **job** during the familiarization period shall be laid off.
- BB.23** An Employee who is unable to bump any other Employee will be given thirty (30) working days notice of layoff unless a statute grants a right more favourable to the Employee.

Recall

- BB.24** An Employee on layoff will be recalled in order of seniority to any vacancy, provided it does not result in a higher annual rate of earnings (exclusive of overtime).
- BB.24.1** 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 ten (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.25** 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.25.1** An Employee may refuse recall, only twice, to a position with the same Wage Classification and same status, which is outside their 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.26** 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~~ the right of recall to the wage classification and status from which the Employee was originally laid off.
- BB.26.1** 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 as provided in BB.4.1.

- BB.27** An Employee who exercises **the** right of recall shall be permitted a twenty (20) working day familiarization period.
- BB.27.1** 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.28** If an Employee is recalled in accordance with **BB.2** 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.29** An Employee accepting recall to a temporary position or assuming a temporary position under **BB.9** shall remain as an Employee without any effect on their seniority standing. If the Employee has not been placed in a non-temporary position at the conclusion of the temporary assignment, the Employee shall return to their position on the recall list or exercise their right to bump **as** the case may be.
- BB.30** 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 site/location. An Employee from Seniority **List B** on layoff will **be** recalled in order of seniority to an available vacancy within their job classification.
- BB.31** No new Employee shall be hired to fill a vacant position within the bargaining unit until laid off members of the bargaining unit who are qualified have been given the opportunity of recall.
- BB.32** If a school, site or work location is re-opened and staffed by the Employer within one year of its closure date, each employee last occupying positions within the school, site or work location will have the right of first refusal to return to their respective job classification before they are posted and filled in accordance with the provisions of the Agreement.

ARTICLE CC-- GENERAL

- CC.1** The Employer will provide, at its expense, copies of the new Agreement to all Employees covered by this Agreement within sixty (60) calendar days after the Agreement has been signed.
- CC.1.1** New Employees will be given **a** copy of the Agreement when they commence their employment.

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

Successor Rights

- CC.3 In the event 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.

Professional Fees and Licenses

- CC.4 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.5 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.6 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.
- CC.7 Employees required to travel on ferry to the Island Natural Science School for work purposes shall be eligible for reimbursement for ferry tickets. This practice will continue for the term of the Collective Agreement.

ARTICLE DD – DURATION AND TERMINATIO

- DD.1 The term of this Agreement shall commence September 1, 2003 and shall expire on August 31, 2008.
- 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, subject to ratification by membership prior to implementing.

ARTICLE EE – ACCOMMODATION

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

Accommodation During Pregnancy

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

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of this 30th day of May, 2006.

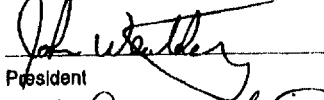
TORONTO DISTRICT SCHOOL BOARD



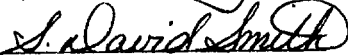
Chair

Director of Education /

**LOCAL 4400
CANADIAN UNION OF PUBLIC EMPLOYEES**



President



Vice-President

Negotiations Team

Mike Ciarabellini
Chick Etwell
Rick Kuberski
John McDougall
Harold Stone
Bill Young

Appendix A-1

SCHEDULE OF WAGES SEPT 1, 2003 – SEPT 1, 2006

Job Group	Position	Effective Sept 1, 2003		Effective Sept 1, 2004		Effective Sept 1, 2005		Effective Sept 1, 2006	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
1	<u>Shift Leader</u>								
	Shift Leader		20.04		20.44		20.85		21.27
	Shift Leader with 4 th class engineer cert	N/A	20.56	N/A	20.93	N/A	21.35	N/A	21.78
	Shift Leader with 3 rd class engineer cert		20.76		21.18		21.60		22.03
	Shift Leader with 2 nd class engineer cert		N/A		N/A		21.72		22.15
2	Auto Mechanic	N/A	27.3	N/A	27.88	N/A	28.44	N/A	29.01
2A	Auto Mechanic – Lead Hand	N/A	28.44	N/A	29.02	N/A	29.60	N/A	30.19
3	Bus Driver	18.52	20.03	18.89	20.43	19.27	20.84	19.66	21.26
3A	Bus Driver – Lead Hand	N/A	21.15	N/A	21.57	N/A	22.00	N/A	22.44
3B	Low Incident/High Risk Bus Driver	18.75	19.19	19.13	19.57	20.94***	21.42***	21.36	21.85
3C	Low Incident/High Risk Bus Driver -- Lead Hand	N/A	20.32	N/A	20.73	N/A	2.58**	N/A	23.03
4	<u>Caretaker</u>								
	Caretaker	17.85	18.68	18.21	19.05	18.57	19.43	18.94	19.82
	Caretaker with 4 th class engineer cert		19.15		19.53		19.92		20.32
	Caretaker with 3 rd class engineer cert		19.39		19.18		20.18		20.68
	Caretaker with 2 nd class engineer cert		N/A		N/A		20.31		20.72
4A	<u>Caretaker – Equip/Environ</u>								
	Caretaker – Equip/Environ		19.47		19.86		20.26		20.67
	Caretaker – Equip/Environ with 4 th class Engineer cert	N/A	19.93	N/A	20.33	N/A	20.74	N/A	21.15
	Caretaker – Equip/Environ with 3 rd class Engineer cert		20.17		20.57		20.98		21.40
	Caretaker – Equip/Environ with 2 nd class Engineer cert		N/A		N/A		21.09		21.51
4B	Caretaker – Parking Lot Attendant	N/A	18.86	N/A	19.24	N/A	19.62	N/A	20.01
4C	Caretaker – Outdoor Education Centre Lead Hand	N/A	21.40	N/A	21.63	N/A	22.27	N/A	22.72
5**	Building Automation Systems Specialist	25.95	31.16	26.47	31.78	27.00	32.42	27.54	33.07

Job Group #	Position	Effective Sept 1, 2003		Effective Sept 1, 2004		Effective Sep., 2005		Effective Sept 1, 2006	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
6	Head Caretaker (0-75,000 sq. ft.)								
	Code 1		21.58		22.01		22.45		22.90
	Code 1 with 4 th class engineer cert	N/A	22.06	N/A	22.50	N/A	22.95	N/A	23.41
	Code 1 with 3 rd class engineer cert		22.29		22.74		23.19		23.65
	Code 1 with 2 nd class engineer cert		N/A		N/A		23.31		23.78
7	Head Caretaker (75,001-150,000 sq. ft.)								
	Code 2		22.79		23.25		23.72		24.19
	Code 2 with 4 th class engineer cert	N/A	23.27	N/A	23.74	N/A	24.21	N/A	24.69
	Code 2 with 3 rd class engineer cert		23.50		23.97		24.45		24.94
	Code 2 with 2 nd class engineer cert		N/A		N/A		24.57		25.06
8	Head Caretaker (150,001 + sq. ft.)								
	Code 3		25.28		25.79		26.31		26.84
	Code 3 with 4 th class engineer cert	N/A	25.75	N/A	26.27	N/A	26.80	N/A	27.34
	Code 3 with 3 rd class engineer cert		25.97		26.49		27.02		27.56
	Code 3 with 2 nd class engineer cert		N/A		N/A		27.13		27.67
10	Driver Courier - Truck - Driver's Helper	18.75	19.19	19.13	19.57	19.51	19.96	19.90	20.36
10A	Driver Courier - Lead Hand - Dispatcher/Driver	N/A	20.93	N/A	21.35	N/A	21.78	N/A	22.22
11	Small Engine Mechanic	N/A	23.28	N/A	23.75	N/A	24.23	N/A	24.71
14A	General Helper	18.04	18.68	18.40	19.05	18.77	19.43	19.15	19.82
14B	Skilled Helper	18.61	19.75	18.98	20.15	19.36	20.55	19.75	20.96
14C	General Maintenance	20.86	21.28	21.28	21.71	21.71	22.14	22.14	22.58
14D	Groundsperson - Lead hand	N/A	20.87	N/A			21.72	N/A	22.15
14E	Maintenance Improver - Technical	N/A	20.36	N/A			21.19	N/A	21.61
14F	Mechanical Maintenance Technician	N/A	23.28	N/A			24.23	N/A	24.71
15	Matron	16.69	17.96	17.23			18.69	17.92	19.06
16	Maintenance Stockkeeper	19.22	20.71	19.60			21.54	20.39	21.97
16A	Maintenance Stockkeeper - Lead Hand	N/A	22.68	N/A			23.59	N/A	24.06
17	Communications Clerk Caretaker (Lobby Attendant) Surveillance Operator	T.B.D	22.68	T.B.D			24.06	T.B.D	24.78
23	Assistant Grounds Foreperson	N/A	23.28	N/A			24.23	N/A	24.71

Job Group #	Position	Effective Sept 1, 2003		Effective Sept 1, 2004		Effective Sept 1, 2005		Sept 1, 2006	
		Hourly Rate (I)	Hourly Rate (\$)	Hourly Rate (I)	Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
23A	Assistant Team Leader								
	Assistant Team Leader		26.70		27.23		27.77		28.33
	Assistant Team Leader with 4 th class engineer cert	N/A	27.14	N/A	27.68	N/A	28.23	N/A	28.79
	Assistant Team Leader with 3 rd class engineer cert		27.37		27.92		28.48		29.05
	Assistant Team Leader with 2 nd class engineer cert		N/A		N/A		28.62		28.19
24	Housekeepers - Outdoor Education Centre	Refer to Appendix A-2				18.57	19.94	18.94	19.82
24A	Housekeeper - Outdoor Education Centre - Lead Hand	Refer to Appendix A-2				N/A	20.27	N/A	20.68
26	Engineer-- 2 nd Class	N/A	21.81	N/A	22.25	N/A	22.70	N/A	23.15
26A	Chief Engineer -- 2 nd Class	N/A	23.22	N/A	23.68	N/A	24.15	N/A	24.63
27	Engineer-- 3 rd Class High Pressure	N/A	20.61	N/A	21.02	N/A	21.44	N/A	21.87
30	Stock Clerk Warehouse	17.20	20.02	17.54	20.42	17.89	20.33	18.25	21.25
30A	Caretaker - Shipper/Receiver	17.85	19.78	18.39	20.37	18.94	20.38	19.51	21.61
30B	Stockkeeper Warehouse - Lead Hand	19.66	22.68	20.05	23.13	20.45	23.19	20.86	24.06
30C	Receiver Warehouse	N/A	21.65	N/A	22.08	N/A	22.52	N/A	22.97
32	Woodsperson - Outdoor Education Centre	T.B.D	24.10	T.B.D	24.58	T.B.D	25.07	T.B.D	25.57
32A (new)	Assistant Woodsperson - Outdoor Education Centre	N/A	N/A	N/A	N/A	T.B.D	T.B.D	T.B.D	21.27

**SCHEDULE OF WAGES
FEB 1, 2007 – FEB 1, 2008**

Job Group #	Position	Effective Feb 1, 2007		Effective Sept 1, 2007		Effective Feb 1, 2008	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
1	Shift Leader		21.48		21.87		22.18
	Shift Leader with 4 th class engineer cert	N/A	22.00	N/A	22.40	N/A	22.71
	Shift Leader with 3 rd class engineer cert		22.25		22.65		22.97
	Shift Leader with 2 nd class engineer cert		22.37		22.77		23.09
2	Auto Mechanic	N/A	29.30	N/A	29.83	N/A	30.25
2A	Auto Mechanic – Lead Hand	N/A	30.49	N/A	31.04	N/A	31.47
3	Bus Driver	19.86	21.47	20.22	21.86	20.50	22.17
3A	Bus Driver – Lead Hand	N/A	22.66	N/A	23.07	N/A	23.39
3B	Low Incident/High Risk Bus Driver	21.63	22.07	22.02	22.47	22.33	22.78
3C	Low Incident/High Risk Bus Driver – Lead Hand	N/A	23.26	N/A	23.68	N/A	24.01
4	Caretaker	19.13	20.02	19.47	20.38	19.74	20.67
	Caretaker with 4 th class engineer cert		20.52		20.89		21.18
	Caretaker with 3 rd class engineer cert		20.79		21.16		21.46
	Caretaker with 2 nd class engineer cert		20.93		21.31		21.61
4A	Caretaker – Equip/Environ		20.88		21.26		21.56
	Caretaker – Equip/Environ with 4 th class Engineer cert	N/A	21.36	N/A	21.74	N/A	22.04
	Caretaker – Equip/Environ with 3 rd class Engineer cert		21.61		22.00		22.31
	Caretaker – Equip/Environ with 2 nd class Engineer cert		21.73		22.12		22.43
4B	Caretaker – Parking Lot Attendant	N/A	20.21	N/A	20.57	N/A	20.86
4C	Caretaker – Outdoor Education Centre Lead Hand	N/A	22.95	N/A	23.36	N/A	23.69
5**	Building Automation Systems Specialist	27.82	33.40	28.32	34.00	28.72	34.48
6	Head Caretaker (0-75,000 sa. ft.)						
	Code 1		23.13		23.55		23.88
	Code 1 with 4 th class engineer cert	N/A	23.64	N/A	24.07	N/A	24.41
	Code 1 with 3 rd class engineer cert		23.89		24.32		24.66
	Code 1 with 2 nd class engineer cert		24.02		24.45		24.79

Job Group #	Position	Effective		Effective 2007		Effective 2008	
		Hourly Rate (\$)	Hourly Rate (\$)	Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
7	Head Caretaker (75,001-150,000 sq. ft.) Code 2		24.43		24.87	N/A	25.22
	Code 2 with 4 th class engineer cert		24.94		25.39		25.75
	Code 2 with 3 rd class engineer cert		25.19		25.64		26.00
	Code 2 with 2 nd class engineer cert		25.31		25.77		26.13
8	Head Caretaker (150,001 + sq. ft.) Code 3	N/A	27.11	N/A	27.60	N/A	27.99
	Code 3 with 4 th class engineer cert		27.61		28.11		28.50
	Code 3 with 3 rd class engineer cert		27.84		28.34		28.74
	Code 3 with 2 nd class engineer cert		27.95		28.45		28.85
10	Driver Courier – Truck – Driver's Helper	20.10	20.56	20.46	20.93	20.75	21.22
10A	Driver Courier – Lead Hand – Dispatcher/Driver	N/A	22.44	N/A	22.84	N/A	23.16
11	Small Engine Mechanic	N/A	24.96	N/A	25.41	N/A	25.77
14A	General Helper	19.34	20.02	19.69	20.38	19.97	20.67
14B	Skilled Helper	19.95	21.17	20.31	21.55	20.59	21.85
14C	General Maintenance	22.36	22.81	22.76	23.22	23.08	23.55
14D	Groundsperson – Lead hand				22.77	N/A	23.09
14E	Maintenance Improver – Technical				22.22	N/A	22.53
14F	Mechanical Maintenance Technician		24.96		25.41	N/A	25.77
15	Matron	18.10	19.25	18.43	19.60	18.69	19.87
16	Maintenance Stockkeeper	20.59	22.19	20.96	22.59	21.25	22.91
16A	Maintenance Stockkeeper – Lead Hand	N/A	24.30	N/A	24.74	N/A	25.09
17	Communications Clerk Caretaker (Lobby Attendant) Surveillance Operator	T.B.D	25.52	T.B.D	26.29	T.B.D	27.08
23	Assistant Grounds Foreperson	N/A	24.96	N/A	25.41	N/A	25.77
23A	<u>Assistant Team Leader</u> Assistant Team Leader	N/A	28.61	N/A	29.12	N/A	29.53
	Assistant Team Leader with 4 th class engineer cert		29.08		29.60		30.01
	Assistant Team Leader with 3 rd class engineer cert		29.34		29.87		30.29
	Assistant Team Leader with 2 nd class engineer cert		29.48		30.01		30.43
24	Housekeepers – Outdoor Education Centre	19.13	20.02	19.47	20.38	19.74	20.67

*Job Group #	Position	Effective Feb 1, 2007		Effective Sept 1, 2007		Effective Feb 1, 2008	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
24A	Housekeeper - Outdoor Education Centre - Lead Hand	N/A	20.89	N/A	21.27	N/A	21.57
26	Engineer-2 nd Class	N/A	23.38	N/A	23.80	N/A	24.13
26A	Chief Engineer - 2 nd Class	N/A	24.88	N/A	25.33	N/A	25.68
27	Engineer - 3 rd Class High Pressure	N/A	22.09	N/A	22.49	N/A	22.80
30	Stock Clerk, Warehouse	18.43	21.46	18.76	21.85	19.02	22.16
30A	Caretaker - Shipper/Receiver	20.10	22.26	20.70	22.93	21.32	23.62
30B	Stockkeeper Warehouse - Lead Hand	21.07	24.30	21.45	24.74	21.75	25.09
30C (new)	Receiver Warehouse	N/A	23.20	N/A	23.62	N/A	23.95
32	Woodsperson - Outdoor Education Centre	T.B.D.	25.83	T.B.D.	26.29	T.B.D.	26.66
32A (new)	Assistant Woodsperson - Outdoor Education Centre	T.B.D.	21.48	T.B.D.	21.87	T.B.D.	22.18

SCHEDULE OF WAGES NOTES

* Job Group # refers to the Job Groups as awarded during the Harmonization process

** Five (5) steps between minimum and maximum, \$25.19, \$26.46, \$27.72, \$28.98, \$30.25 (prior to general wage increase) movement through the grid will be on an annual basis.

Effective September 1, 2003, the grid will be: \$25.95, \$27.25, \$28.55, \$29.85, \$31.16

Effective September 1, 2004, the grid will be: \$26.47, \$27.80, \$29.12, \$30.45, \$31.78

Effective September 1, 2005, the grid will be: \$27.00, \$28.36, \$29.70, \$31.06, \$32.42

Effective September 1, 2006, the grid will be: \$27.54, \$28.93, \$30.29, \$31.68, \$33.07

Effective February 1, 2007, the grid will be: \$27.82, \$29.22, \$30.59, \$32.00, \$33.40

Effective September 1, 2007, the grid will be: \$28.32, \$29.75, \$31.14, \$32.58, \$34.00

Effective February 1, 2008, the grid will be: \$28.72, \$30.17, \$31.58, \$33.04, \$34.48

*** Rate is effective February 1, 2006 (not September 1, 2005 as indicated)

**** Effective date is to be determined (not September 1, 2005 as indicated)

N/A – Not Applicable T.B.D. – To Be Determined.

Note: (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;

(ii) The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2003	3.0%
September 1, 2004	2.0%
September 1, 2005	2.0%
September 1, 2006	2.0%
February 1, 2007	1.0%
September 1, 2007	1.8%
February 1, 2008	1.4%

Appendix A-2

SCHEDULE OF WAGES SEPT 1, 2003 – SEPT 1, 2006

*Job Group #	Position	Effective Sept 1, 2003		Effective Sept 1, 2004		Effective Sept 1, 2005		Effective Sept 1, 2006	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Hourly Rate (\$)	Hourly Rate (\$)	Hourly Rate (\$)	Hourly Rate (\$)
		9	Part-time Cleaners/Caretakers	15.36	16.56	15.67	16.89	15.98	17.23
24	Housekeepers – Outdoor Education Centre	17.85	18.68	18.21	19.05	Refer to Appendix A-1			
24A	Housekeeper – Outdoor Education Centre - Lead Hand	N/A	19.48	N/A	19.87				

SCHEDULE OF WAGES FEB 1, 2007 – FEB 1, 2008

*Job Group #	Position	Effective Feb 1, 2007		Effective Sept 1, 2007		Effective Feb 1, 2008	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
		9	Part-time Cleaners/Caretakers	16.46	17.75	16.76	18.07
24	Housekeepers – Outdoor Education Centre	Refer to Appendix A-1					
24A	Housekeeper – Outdoor Education Centre - Lead Hand						

* Job Group # refers to the Job Groups as awarded during the Harmonization process

N/A – Not Applicable

T.B.D. – To Be Determined.

Note : (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;

(ii) The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2003	3.0%
September 1, 2004	2.0%
September 1, 2005	2.0%
September 1, 2006	2.0%
February 1, 2007	1.0%
September 1, 2007	1.8%
February 1, 2008	1.4%

Appendix A-3

SCHEDULE OF WAGES SEPT 1, 2003 – SEPT 1, 2006

*Job Group #	Position	Effective Sept 1, 2003		Effective Sept 1, 2004		Effective Sept 1, 2005		Effective Sept 1, 2006	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
31	Students	10.91	12.50	11.13	12.75	11.35	13.01	11.58	13.27

SCHEDULE OF WAGES FEB 1, 2007 – FEB 1, 2008

*Job Group #	Position	Effective Feb 1, 2007		Effective Sept 1, 2007		Effective Feb 1, 2008	
		Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)	Min. Hourly Rate (\$)	Max. Hourly Rate (\$)
31	Students	11.70	13.40	11.91	13.64	12.08	13.83

* Job Group # refers to the Job Groups as awarded during the Harmonization process

N/A – Not Applicable

T.B.D. – To Be Determined.

Note: (i) Minimum hourly rate only applies to new employees hired from outside the TDSB;

(ii) The above hourly rates include the negotiated general wage increases as follows:

<u>Effective Date</u>	<u>% increase</u>
September 1, 2003	3.0%
September 1, 2004	2.0%
September 1, 2005	2.0%
September 1, 2006	2.0%
February 1, 2007	1.0%
September 1, 2007	1.8%
February 1, 2008	1.4%

APPENDIX B-1

SUPPLEMENTAL EMPLOYMENT BENEFITS(SEB) PLAN

1. The object of this SEB plan is to supplement the employment insurance(E.I.) benefits received by Employees from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
2. The other requirements for receipt of a SEB are:
 - (a) the Employee must apply for and be in receipt of pregnancy or parental benefits from the Human Resources Development Canada;
 - (b) an application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee *is* in receipt of E.I. benefits indicating the weekly amount to be paid by the Human Resources Development Canada;
 - (c) An Employee who has received benefits under the provisions of Appendix B-1 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 (2) week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of E.I. benefits.
5. An Employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this plan.

6. The 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 ninety-five percent (**95%**) of the Employee's normal weekly earnings, and
 - (b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
7. For the two (**2**) week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by Human Resources Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.
8. For up to fifteen (**15**) weeks following the two (2) week waiting period under 7. above the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. benefits as set out under 4. above.
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 B-2

SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN COMPASSIONATE CARE BENEFITS

- 1) The object of this SEB plan is to supplement the employment insurance (EI) compassionate care benefits received by Employees from Human Resources and Skills Development Canada for temporary unemployment caused by serious illness of family members.
- 2) The other requirements for receipt of a SEB are:
 - a) The Employee must apply for and be in receipt of compassionate care benefits from the Human Resources and Skills Development Canada:
 - b) An application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. compassionate care benefits indicating the weekly amount to be paid by the Human Resources and Skills Development Canada;
 - c) An Employee who has received benefits under the provisions of Appendix B-2 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 Family Medical Leave (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 EI compassionate care benefits before a SEB becomes payable.
- 4) An Employee who is not in receipt of EI compassionate care benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the two (2) week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of EI compassionate care benefits.

- 5) An Employee shall not have the right to a SEB payment except for supplementation of EI compassionate care benefits for the unemployment period as specified by this plan.
- 6) The benefits levels paid under this plan are set out in 7. and 8. below. It is understood that consistent with current employment insurance regulations:
 - a) In any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed ninety-five percent (95%) of the Employee's normal weekly earnings, and
 - b) Any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
- 7) For the two (2) week waiting period before E.I. compassionate care benefits commence the benefit level paid under this plan will be set at a weekly rate equal to ninety percent (90%) of the Employee's weekly insurable earnings as determined by Human Resources and Skills Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a SEB is payable.
- 8) The following additional provision shall apply: For up to six (6) weeks following the two (2) week waiting period under 7. above the benefit level paid under the plan shall be seventy-five dollars (\$75) per week providing the Employee remains in receipt of E.I. compassionate care benefits as set out under 4 above, and subject to paragraph 6 above.
- 9) In accordance with current employment insurance regulations the Employer shall inform the Human Resources and Skills Development Canada of any changes in the SEB plan and, subject to review by Human Resources and Skills Development Canada, the duration of this plan as set out above shall continue for the term of this Agreement.

APPENDIX C

SELF-FUNDED LEAVE PLAN

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 fifty (**50**) 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 one hundred percent (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 one hundred percent (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 (5) months prior to the starting date of the period of leave, or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of salary and employee benefits in the fifth year shall revert to one hundred percent (100%). When the postponed leave is actually taken in the sixth year, the Employer shall pay:
 - (a) eighty percent (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 (6) 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 (1) 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 (1) 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 (12) month Employees and on the first day of September for less than twelve (12) 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 Employees of the Board regularly scheduled to work more than thirty (30) hours per week and matrons regularly scheduled to work twenty-five (25) hours per week;
effective September 1, 2006, all part-time Cleaners regularly scheduled to work for twenty-four (24) hours or more per week, but excluding an Employee who is a student or an occasional Employee.
 - (b) Those not included in the Plan shall be:
 - (i) Employees regularly scheduled to work less than twenty-four (24) hours per week, occasional employees and students;
 - (ii) persons employed on a per diem basis or temporary employees.
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 reinstatement 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 department manager or designate.
- (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 écoles francais de la communauté 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 ten (10) months this Statutory limit would be the lesser of:

(a)
$$\frac{\text{Annual salary}}{200} \times \text{Accumulated Sick Leave} \times \frac{1}{2}$$

(b) Annual salary x 1/2

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

(a)
$$\frac{\text{Annual salary}}{240} \times \text{Accumulated Sick Leave} \times \frac{1}{2}$$

(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 écoles francais de la communauté 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 (1) year of five (5) days to an Employee on a Working Year of less than twelve (12) 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 (6) 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 eighty percent (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 one thousand dollars (\$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.

APPENDIX F

Letter of Understanding, the Memorandum of Agreement between The Maintenance and Construction Skilled Trades Council, CUPE and the TDSB signed on May 22, 1998 as follows:

**Memorandum of Agreement
BETWEEN
The Toronto District School Board
(TDSB)
AND
CUPE local 4400
AND
The Maintenance and Construction Skilled Trades Council
(MCSTC)**

The undersigned parties agree to the formation of a maintenance and construction bargaining unit ("Unit E") at the Toronto District School Board and that the bargaining agent for this unit shall be the Maintenance and Construction Skilled Trades Council.

The following terms and conditions apply to this agreement.

1. Group **E** shall be defined as:
"All skilled trades employees employed by the Toronto District School board in the City of Toronto to carry out the following functions:

- maintenance; and
- construction

Save and except:

- forepersons;
- **assistant** supervisors other than the Assistant Trade Supervisor in the former **City** of Toronto Board of Education and Acting Trade Supervisors of the former North York Board of Education
- persons above these ranks; and
- any persons who are covered by other bargaining units."

For purpose of clarity, in the description of the bargaining unit, the employees in the job classifications attached are all deemed to be skilled trades employees who shall be included in Bargaining Unit **E**. The Group **E** bargaining unit shall include the trade jurisdictions of the construction unions affiliated with the MCSTC as set forth in their respective provincial **ICI** collective agreements and for the IBEW the trade/work jurisdiction in the provincial Principal Agreement.

2. Skilled Trades maintenance work as set forth in the attached Schedule A may be performed by caretakers/head caretakers and members of MCSTC affiliates. The list of duties may be performed on an as-needed basis by on-site caretakers/ head caretakers. The list of duties in Schedule A which are designated with an asterisk (*) are subject to the protection of Article 3h. of the February 27th memorandum of settlement between the TDSB and the MCSTC, namely the work will only be performed either by caretakers/head caretakers or members of the skilled trades represented by MCSTC. The employer shall determine which employees shall be assigned the work on Schedule A. There shall be no restrictions or limitations on the assignment of work in Schedule A other than as set forth in this agreement or in Schedule A.
3. Construction work shall remain the jurisdiction of the MCSTC.
4. All new temporary employees shall come from the hiring hall of the appropriate MCSTC construction affiliate where applicable.
5. Maintenance improver positions will remain in the operations bargaining unit but when vacancies occur, they will not be filled and the job classifications will be phased out by attrition of the incumbents. Incumbent improvers **will** be given first consideration for any apprenticeship **with the** TDSB for which the incumbent improver has the requisite qualifications.
6. Employees in skilled trades classifications currently represented by CUPE Local 4400 will be transferred into Group **E**. Such employees shall be entitled **to** retain their full seniority rights on transfer subject to the provisions of Bill 136 and may rely on those rights in case of a reduction of the workforce. For greater certainty, temporary employees shall be subject to layoff prior to permanent employees in their job classification. Permanent employees shall be laid off in their job classification in reverse order of their seniority with the TDSB and its predecessor Boards and recalled in order of seniority.
7. The Toronto District School Board will use its best efforts and will provide **as** soon **as** is practicable a comprehensive training programme for caretakers and head caretakers in the Operations bargaining unit in order to ensure that their skills are upgraded to the extent necessary **to** enable them to perform the work as assigned from the appendix A attached to the Memorandum of Settlement between the TDSB and the MCSTC dated February 27th, 1998.
8. The parties agree to resolve by expedited arbitration before Susan Tacon any disputes that may arise from the interpretation or application of this agreement.
9. This agreement is subject to the approval **of** the Ontario Labour Relations Board and shall be endorsed as a Board order.

SIGNED MAY 22, 1998

(original signed copy by representatives of the TDSB, CUPE 4400 and MCSTC is on file in Human Resources)

Appendix F (Cont'd)

ATTACHMENT #1 TO APPENDIX F – Memorandum of Agreement Dated May 22, 1998

Schedule "A" (Note: Asterisk is defined in #2 above)

TRADE	TASK
Pipecovering	Daily inspection of pipecovers Visual pipecovering inspection and labelling
Brick Work	Caulking repairs around windows and doors
Concrete	Remove debris from outside drain grates
Carpentry	Hang pictures, interior signs, install pencil sharpeners and small fixtures Tighten cabinet hinges and handles Tighten hinge screws; refasten loose hardware (hinges, pulls, locks) shelves, bulletin boards, etc. Minor weatherstrip repairs Minor furniture repairs Minor repair, replace and minor installation of hardware Minor upkeep of wooden playground and fencing Replace damaged ceiling tiles
Combustion	Conduct normal boiler room check for anything they could hear, see or smell which is not normal (such as noisy bearings, squeaky belt, gas smell, fuel oil or water leaks, etc.): also they should check for any unnatural conditions or alarms showing on boiler control panels and report unnatural observations to Work Order Desk Check all boiler room operations and perform preventative maintenance and routine corrective maintenance, such as: Drain oil compressors Clean fuel oil strainers Punching tubes* Testing and maintaining chemical water treatment system Check all pumps and motors, also maintenance such as greasing and belts Filter changes Cleaning scale in hot water tank, etc. Cleaning rads and vents Setting thermostats Minor refractory work (cleaning and patching)* Maintain pumps*

TRADE	TASK
Electrical	<p>Install fluorescent lamps</p> <p>Replace damaged outlet and switch covers</p> <p>Replace damaged light covers</p> <p>Check daily operation of electrical systems and report defects to work order desk</p> <p>Inspect generators</p> <p>Inspect, maintain and minor repairs to caretaker's equipment and replace equipment cord caps. However, equipment must be checked annually by a certified electrician.</p> <p>Test GFI circuit breakers</p> <p>Replace motor control low voltage control fuses</p> <p>Test GFI duplex receptacles (plugs)</p> <p>Tighten loose screws on duplex receptacles (plugs)</p> <p>Tighten loose screws on light switches</p> <p>Cutting light diffusers</p> <p>Inspect and maintain stage lighting</p> <p>Reset timers and maintain belt timer systems</p> <p>Inspect and maintain emergency generators, inverters and batteries*</p> <p>Check engine oil, radiator water and battery water for emergency generator, add and change fluid if necessary. Tighten connections, lubricate as required; check batteries for loose connection, corroded or dirty terminals. Clean and tighten connections as required. Top up distilled water, clean oxidation from terminals.</p> <p>Inspect and operational test for fire alarm systems, fire cabinets and emergency lighting systems</p> <p>The following electrical work is shared work but will be done exclusively by electricians when it is part of a work order or a planned repair list. The shared work for these items will be the replacement of individual parts on a small quantity basis.</p> <p>Replace defective 110 volt ballasts*</p> <p>Replace defective single pole 110 volt light switches, defective 110 volt outlets, defective 110 volt plug fuses*</p> <p>Replace damaged clocks that are not programmed clocks controlled by the master system*</p>
Glazing	<p>Remove and dispose of broken panes of glass and make area safe</p> <p>Temporarily tape cracked glass with glass patch</p> <p>Secure perimeter of doors and windows with plywood to avoid after-hours call outs</p> <p>Minor repair of broken glass with new glass</p>

TRADE	TASK
Ironwork	<p>Toilet partitions, tighten loose screws</p> <p>Windows, temporarily wire shut broken latches</p> <p>Minor adjustments/repairs to lockers</p> <p>Fix ladders, inspect fixed ladders monthly and tighten loose connection*</p> <p>Chainlink fence. replace loose and missing tire wires</p>
Locksmith	<p>Unplug vandalized locks not requiring disassembly</p> <p>Minor adjust and repair panic bars and door closures</p>
Machinist	<p>Tighten loose screws on door closures and other door hardware</p> <p>Clean and make minor repairs to plant operations equipment</p> <p>Report any abnormal conditions in mechanical or fan rooms (such as squeaky belts, noisy bearings, or knocking compressors)</p> <p>Oil, grease compressors and fans</p> <p>Change filters</p> <p>Maintenance inspection of generators</p>
Flooring	<p>Minor repairs to tiles carpet and baseboards</p> <p>Scrubbing and refinishing flooring</p>
Painting	<p>Remove graffiti from all surfaces</p> <p>Paint floors in basements, boiler rooms, fan rooms and caretaking rooms</p>
Plumbing	<p>Re-affix toilet paper, towel and soap dispensers</p> <p>Adjust water fountains</p> <p>Clean traps on lab sinks</p> <p>Replace washers if faucets can be isolated and are not complex</p> <p>Replace toilet seats</p> <p>Replace aerators</p> <p>Change plugs and chains for sinks and basins</p> <p>Unplug toilets and urinals with plungers and hand snakes</p> <p>The following plumbing work is shared work but will be done exclusively by plumbers when it is part of a work order or a planned repair list. The shared work for these items will be the replacement of individual parts on a small quantity basis.</p> <p>Hot water tank, routine maintenance, including summer maintenance and minor cement repair to hot water tank</p> <p>(Plumbing continued)</p> <p>Replace tap washers and o-rings, diaphragms on flushometers*</p> <p>Clear and unplug traps and sinks</p> <p>Adjust Bradley basins</p> <p>Tighten leaky gate valves*</p>

TRADE	TASK
Roofing	Inspect roofs and flashing*
Sheetmetal	Replace all air filters at fans and in ducts*
Stearnfitting	Check operations of humidification system during winter season and report any problems Check mechanical rooms and fan rooms for leaky coils or valves Check ground floor for hot spots
Temperature Control	Check operation or motorized air damper and report any ceased or broken dampers Check for air leaks and thermostats and control valves or actuators Check operation of pneumatic air compressors and drain condensate daily Adjust temperatures
Landscaping/ Groundskeeping	Cutting, pruning, flower planting, rake and remove leaves, snow shovelling

APPENDIX G

Letter of Understanding, the Memorandum of Agreement between TDSB, CUPE, MCSTC and the United Steelworkers of America signed on May 22, 1998 as follows:

Memorandum of Agreement
BETWEEN
The Toronto District School Board
(TDSB)
AND
CUPE Local 4400
AND
The Maintenance and Construction Skilled Trades Council
(MCSTC)
AND
The United Steelworkers of America
(USWA)

1. The undersigned parties agree to the inclusion of the **Job** Classification of Upholsterer for which the USWA held bargaining rights with the Predecessor Toronto Board of Education in Bargaining Unit "E" as described in the Memorandum of Agreement dated May 22, 1998. The provisions of the May 22, 1998 agreement shall apply to this agreement, where applicable.
2. The parties further agree that **the** work of cleaning and repair of window coverings may be performed by caretakers/Head Caretakers and members of MCSTC affiliates.
3. The USWA agrees **to** the bargaining unit description contained in paragraph 1 of the May 22, 1998 Memorandum of Agreement and that the MCSTC shall be the bargaining agent for Bargaining Unit "E" .

Dated in Toronto **this 22nd** day of May, 1998

(original signed copy by representatives of the TDSB, CUPE 4400, USWA and MCSTC is on file in Human Resources)

Schedule A

Letters of Understanding

And

Letters of Intent

LETTERS OF UNDERSTANDING AND LETTERS OF INTENT

1. JOINT BENEFITS REVIEW COMMITTEE

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

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

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

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

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

September 1, 2005 to June 30, 2006

September 1, 2006 to June 30, 2007

September 1, 2007 to June 30, 2008

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

This Letter of Understanding expires on August 31, 2008.

2. 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.

3. 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.

4. JOINT COMMITTEE TO REVIEW CARETAKER ALLOCATIONS

A Joint Committee will be established of three (3) Union representatives, three (3) Employer representatives and three (3) trustee representatives to develop and undertake a study to review caretaking workloading issues. The Committee will recommend to the Facilities Management Committee a framework that equity and cleanliness standards are set and met for school year 2005/2006. The recommendations of the Joint Committee if approved by the board of trustees shall be subject to Article DD.3 of the Collective Agreement.

All other job classifications workload issues shall be dealt with at the Labour Management.

5. JOB DESCRIPTIONS

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

6. EMPLOYMENT OF STUDENTS DURING THE REGULAR SCHOOL YEAR

Whereas the Employer is concerned about the drop-out rate of students and wishes to implement programs to retain such students, and:

Whereas offering part-time employment to such students during the school year may assist in the retention of students in schools;

Therefore, the Union and Employer agree to the following:

1. The Employer may hire up to one hundred (100) students for the period of September 1 to June 30.
2. Students will be compensated in accordance with the provisions governing students under the Collective Agreement.
3. Students shall only be employed if they are enrolled in high school and are available to work no fewer than two (2) hours and no more than three (3) hours per day between 3:00 p.m. and 7:00 p.m., Monday to Friday. They shall not be entitled to work overtime and shall not be scheduled as the only Employee at the site or operate any equipment without adequate training.
4. The majority of students will be assigned to assist Caretakers who are performing modified work.
5. The students will not be issued exterior master keys or access codes to schools/ worksites/the distribution centre.
6. The agreement to hire students on the above terms will remain in effect for a period of one (1) year commencing September 1, 2005 and will continue from year to year thereafter unless terminated by the Union by written notice to the Director of Education no later than May 31st.

7. HEAD CARETAKER PROMOTION PROCESS

- Criteria for acceptance into the pool of qualified candidates
 - Current Shift Leader
 - No disciplinary record of suspensions of one (1) day or greater
 - No disciplinary record of any written warning within the previous twelve (12) months
 - Good attendance record subject to any relevant provisions of the Collective Agreement and legislation
 - Two TDSB employment related references required
 - Completion of an Employer paid training module prior to assuming the Head Caretakers position

- Criteria for disqualification from the list of pre-qualified candidates
 - Disciplinary record of any type since placement into the pool of pre-qualified candidates

- Awarding of promotions to posted primary vacancies and any subsequent secondary vacancies shall be from the pre-qualified pool of candidates by seniority

- After assuming the Head Caretaker's Position
 - Evaluation period of ninety (90) calendar days (or one hundred and twenty (120) calendar days if the promotion occurs as a result of the June posting period) to determine if Employee can perform the **job** at a satisfactory level. The Employee is to be advised of progress after forty-five (45) calendar days (or sixty (60) calendar days).
 - Employees will be considered frozen during the evaluation period
 - If an Employee cannot perform **at** a satisfactory level, then they will be returned **to** previous Shift Leader position in the unassigned pool in the region they came from and shall not be considered for any Head Caretaker positions until such time as they have received additional training. This does not apply **to** Employees who voluntarily relinquish their Head Caretaker position for reasons other than non-performance.

- Employees who return to the Shift Leader position because of performance related issues will be provided with additional training, during the next scheduled training session, after which they will regain their status in the qualified pool for Head Caretaker positions.

- Employer to share Evaluation Criteria with the Union prior to implementation
- All existing Head Caretakers shall be considered to have successfully completed the evaluation period
- Employer and Union reps to meet within six (6) months of implementation to assess how the process is working and to resolve difficulties
- It is the parties' intention to use their best efforts to make this a successful process. However, either party may give three (3) months notice to terminate the process no earlier than twenty-four (24) months from the date of implementation of the process if it believes the process is not working to its satisfaction and the difficulties cannot be resolved. Upon expiration of the three (3) month notice period, the process will end and the parties are free to revert to their position regarding Article P.4. during the 2003-2008 negotiations.

8. BENEFITS TRUST FUND

Purpose

The Employer will transfer three million and two hundred thousand dollars (\$3,200,006) in total for Units B, C & D to the Benefits Trust Fund. The Union agrees that the funds which are made available by the Board will be used only for the purposes of providing health and/or welfare benefits and for other benevolent purposes on behalf of the members of Local 4400 and will not be used to fund any of the benefits provided under this Collective Agreement. The Union will establish a trust fund or other mechanism as may be necessary for the purpose of administering this fund and establishing the terms and conditions under which such payments may be provided. It is understood that the funds will not be expended for political or other such related purposes or activities or to fund grievances under the Collective Agreement.

Indemnification

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

9. SALARY REOPENER

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

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

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

10. RESOLUTION TABLE

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

The committee will meet to discuss the following items:

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

11. PROFESSIONAL DEVELOPMENT ACCOUNT

A one-time allowance for support staff represented by bargaining agents shall be provided by the Minister of Education. The proportionate share of money for CUPE 4400 provided by the Ministry of Education for the Support Staff Development Account will be forwarded to CUPE 4400 to be used to support professional development of CUPE 4400 members.

The allocation for CUPE 4400 members of the total amount received by the Board of two million six hundred and seven thousand seven hundred and forty-three dollars **(\$2,607,743)** for support staff represented by bargaining agents will be determined once all Bargaining agents and the Board have established the basis of allocation. In the event the Union pays amounts out of the funds forwarded to CUPE 4400 to individual Employees, such amounts shall be paid to those that were on staff in the 2004-2005 school year and will continue during the period of June 1, 2005 to August 31, 2006.

It is expected that the Union will establish appropriate procedures to maintain records of the expenditures made from the allocated funds. It is understood that the total amount used shall not exceed the total amount provided by the Ministry of Education.

It is understood that any reimbursements of eligible member professional development expenses made under the Professional Development Account are non-taxable.

The Union agrees to provide the Employer a written report with an accounting of the use of the funds by August 31, 2006 and to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

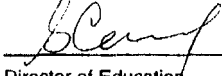
If any aspect of this Letter of Understanding is in conflict with a direction or guideline from the Ministry of Education concerning the support staff Professional Development Account, the parties shall meet to discuss and resolve the matter.

12. PROVINCIAL FUNDING

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

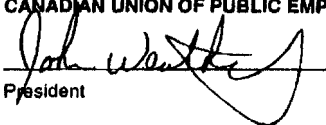
IN WITNESS WHEREOF each of the parties hereto has caused this Letters of Understanding and Letters of Intent to be signed by its duly authorized representatives as of this 30th day of May, 2006.

TORONTO DISTRICT SCHOOL BOARD



Director of Education

**LOCAL 4400
CANADIAN UNION OF PUBLIC EMPLOYEES**



President

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Letters of Understanding

And

Letters of Intent
(Not Forming Part of the
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, 2003 to August 31, 2008

LI E OF UNDERSTANDING AND LETTERS OF INTENT
V DO NOT F P/ O ECTIVE AGREEMENT
20 - i

I. BUS DRIVERS

The Employer agrees to provide alternative work assignments within the bargaining unit for Bus Drivers during the months of July and August and all other school breaks for the period up to August 31, 2008.

The Employer is also prepared to discuss the extension of this provision past August 31, 2008 at Labour Management.

2. PAY EQUITY/CLASSIFICATION

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

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

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

In complying with the legislation, the Committee will:

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

3. PROVISION OF INFORMATION IN RESPECT OF EMPLOYEE BENEFITS

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

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

4. RE-NUMBERING AND FORMATTING OF COLLECTIVE AGREEMENT

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

5. RETURN TO WORK/ACCOMMODATION

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

6. OUTSIDE CHECKS OF SCHOOLS

If there are two (2) or more employees on a shift, outside checks of school properties will be made at the conclusion of the last activity by two (2) employees. However if there is only one (1) employee on shift, an internal check will be made.

7. 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;
 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.

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 of 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.

APPENDIX E

PROCESS FOR TRANSITIONAL STAFFING UNTIL THE DISTRICT WIDE DATE

1. A Redeployment Committee of four (4) Union and four (4) Employer representatives will be established as soon as possible following the execution of this Agreement.
2. The Committee will be provided with the new staffing levels by each school/site for this bargaining unit.
3. The Committee will discuss alternative strategies to reduce the impact of restructuring including the following:
 - i) methods to reduce the number of changes and disruptions to the operations of the Board;
 - ii) alternatives to layoffs from permanent positions;
 - iii) implementation issues arising from any early leaving plan;
 - iv) training opportunities to assist Employees to perform the functions of the restructured jobs including identifying the sources of funding for such opportunities;
 - v) such other matters as will assist in addressing redeployment issues;

In addition, the Committee shall also be responsible for monitoring the surplus, placement, and layoff procedures during the Transition Period and shall be provided with the information reasonably necessary to accomplish this task. The Committee shall not be precluded from raising at any time any of the issues outlined in clauses (i) to (v) during the Transition Period and up to the District-Wide Date.

- 4.(a) The Committee will be provided with job titles, job postings/summary of duties and qualification, number of positions and locations within the bargaining unit. The Committee will also be provided with a list of pre-existing job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.
- 4.(b) The Committee will be provided with organizational chart job titles, job postings/summary of duties and qualification, number of positions status, job rate and locations within the bargaining unit. The Committee will also be provided with a list of pre-existing job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.
5. The Committee will be provided with job titles, job postings/summary of duties and qualification, number of positions and locations within the bargaining unit. The Committee will also be provided with a list of pre-existing job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.
6. 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 surplus staff by location. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
8. As soon as administratively feasible, advance notice shall be provided to the Redeployment Committee and the bargaining unit in respect of any proposed closure of a school, site, or any other work location.
9. For the purposes of the following paragraphs, Employees in this bargaining unit shall be placed in one of the following groupings:
 - (i) Transportation Employees;
 - (ii) Maintenance Employees;
 - (iii) Warehouse Employees;
 - (iv) Caretaking Employees.

10. The Employer will identify each of the job classifications which fall within the groupings set out in paragraph 9, subject to full consultation with the Union. The Employer will endeavour to identify and consult within two (2) months of the execution of this Agreement. The parties may agree through the Redeployment Committee to amend the list of groupings in order to accommodate the various job classifications within the bargaining unit.
11. If a surplus Employee within a job classification in a grouping occurs across the District or in all classifications in a grouping 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 grouping. Surplus Employees will be assigned to a temporary assignment(s) until the earliest of:
 - (a) the District-wide date; or
 - (b) placed pursuant to the job posting provision of the Collective Agreement; or
 - (c) placed pursuant to paragraph 12 hereof.

Surplus Employees will continue to be paid their regular rate of pay while they are placed in temporary assignments. Surplus Employees will be allowed to indicate which region they would prefer to work in. The Employer will attempt to accommodate Employees' preferences where possible.

12. If, however, the surplus condition occurs in one or more schools, sites or work locations, because of the allocation of the number of staff to a school, site or location or due to the closure of the school, site or location, the Employees in that school, site or location will be declared surplus in reverse order of seniority in the overstaffed job classification within their grouping in the school. In such circumstances, an equivalent number of Employees in each of the affected job classifications will be assigned to a temporary assignment(s) in reverse order of seniority and will continue to be paid their regular rate of pay until placed pursuant to the job posting provisions of the Agreement or in accordance with the provisions of Article 13 hereof. The resulting vacant positions shall be filled by those initially declared surplus, with geographic, school, site or location preference determined by seniority.

13. Where it is determined that a vacancy exists in a job classification in a grouping in a school, site or work location, the vacancy shall first be advertised and filled in accordance with the posting provisions of the Agreement. The resulting vacancy shall be offered to the most senior surplus Employee in the same wage classification on temporary assignment subject to such Employee having the ability to perform the normal requirements of the job except where certification or licensing is required. If the most senior surplus Employee rejects the transfer, the next most senior surplus Employee in the same wage classification on temporary assignment will be offered the transfer subject to such Employee having the ability to perform the normal requirements of the job except where certification or licensing is required, 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 the most senior surplus Employee in the next higher wage classification in the same groupings who is on temporary assignment having the skills and ability to perform the normal requirements of the job.

If no such Employee is available or qualified or if no such Employee accepts such transfer, the position will be offered to the next most senior Employee in the next higher wage classification in the same groupings in accordance with the provisions of this clause and so on until there is no such eligible Employee in any higher wage classification in the groupings on temporary assignment.

If the vacancy **still** remains unfilled, the Employer reserves the right to place Employees from the replacement/unassigned pool to such vacancies.

14. Where there is more than one such vacancy as referred to in paragraph 12, the senior 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 Board will necessarily be **of** short duration (within two **(2)** working days).
15. A surplus Employee placed in the vacancy of their choice shall be prohibited from any further lateral transfers for a period of one hundred and eighty **(180)** days.
16. If a school, site or work location is re-opened and staffed by the Employer within one year of **its** closure date, each **employee last** occupying positions within the school, site or work location will have the right of first refusal to return to their respective job classification before they are posted and filled in accordance with the provisions of the Agreement and paragraph 13.

17. In the event that jobs are “restructured” in the bargaining unit, the Redeployment Committee shall meet and develop a system for addressing such restructuring based on the model developed for the non-school based Employees in the “D” bargaining unit. The arbitrator referred to in paragraph 19 below shall determine any disputes concerning this process and shall have the authority to award any language necessary for implementing the system.
18. Bumping rights 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.)
19. Any dispute concerning the interpretation and application of Appendix E shall be referred to expedited arbitration before Arbitrator whose decision shall be final and binding.
20. Agree to expedited resolution process as an attachment to Appendix E. Note: Agreement is based on the understanding that attachment forms part of the Collective Agreement.

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)**


PE
UNDER A

**DISPUTE RESOLUTION PROCEDURE FOR DISPUTES
"A" TO THE "C/ " 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 Fisher

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

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