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1986-1987

COLLECTIVE--/ .. AGREEMENT

Between

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

-and-

Local 1316
CANADIAN UNION OF PUBLIC EMPLOYEES

OCT 13 1987

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THIS AGREEMENT made in triplicate this

26th day of June 1986

BETWEEN:

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

PARTY OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC
EMPLOYEES AND ITS LOCAL 1316

PARTY OF THE SECOND PART

The general purpose of this Agreement is to establish a collective bargaining relationship **between** the parties hereto and to provide procedures for the prompt and equitable disposition of grievances.

THIS AGREEMENT WITNESSETH that in consideration of the premises, the Board and the Union hereby mutually covenant and agree as follows:

ARTICLE 1 - DEFINITIONS

1.01 In this Agreement:

- (a) "Board" means the Board of Education for the City of Toronto or its Supervisory Personnel.
- (b) "Canadian Union" means Canadian Union of Public Employees.
- (c) "Union" means Local 1316 of the Canadian Union of Public Employees.
- (d) "occasional employee" means an employee employed by the Board who works on a day-to-day or intermittent basis.
- (e) "employee" or "employees" means any or all of the employees in the bargaining unit as provided in Clause 3.01 except where the context otherwise provides.
- (f) The Board will not hire "temporary employees".
- (g) Vacation year is the period of time commencing on July 1st and ending on June 30th of the following year.

ARTICLE 2 - MANAGEMENT'S RIGHTS

2.01 The Union acknowledges and agrees that the Board shall retain all rights, powers, and authority it had prior to entering into this Agreement and the right to manage its business and direct its working forces, including but not limited to:

- (a) The right to hire, direct, classify and determine duties of all positions and the right to transfer, promote, demote and layoff employees.
- (b) The right to transfer, demote, suspend, discipline or discharge any employee for just and reasonable cause.
- (c) The right to schedule work, and, without restricting the generality of the foregoing, to select, install and require operation of any equipment which the Board in its discretion deems necessary for the efficient and economical carrying out of the operations and undertakings of the Board.

2.02 The Board agrees to exercise these rights in a manner consistent with the terms of the Agreement.

2.03 The Board also has the right to make and alter from time to time, rules and regulations to be observed by the employees, provided that they

are not inconsistent with the provisions of this Agreement. The Board agrees to discuss with the employees changes in such rules and regulations.

ARTICLE 3 - RECOGNITION

3.01 The Board recognizes the Canadian Union of Public Employees as the exclusive bargaining agent for all office and clerical employees employed by the Board in its elementary schools, save and except supervisors, students, those above the rank of supervisor and persons covered by other collective agreements or exclusions thereto.

3.02 Employees hired for seasonal projects under programs directly funded by the Federal or Provincial Governments, specifically to create employment, shall not be covered by this Agreement as far as seniority and benefits are concerned. It is understood that this proviso applies to the first sixty-five (65) days of employment under such a program in any calendar year and further that employees who were laid off in the past twelve (12) months shall be given the opportunity of accepting employment under this program.

ARTICLE 4 - STRIKES AND LOCK-OUTS

4.01 In view of the orderly procedure herein established by this Agreement for settling of disputes and handling of grievances, the Union agrees that during the life of this Agreement the employees will not sanction, call nor participate in a strike (within the meaning of the Labour Relations Act of Ontario), slowdown, refusal to perform work, picketing, or other collective or individual interference with the operation of the Board's business.

4.02 The Board and the Union agree that there shall be no lockouts (within the meaning of the Labour Relations Act of Ontario) during the life of this Agreement.

4.03 The Union agrees with the Board that the Union will not engage in Union activities during working hours or hold meetings at any time on the premises of the Board without the prior permission of the Board. This shall not be construed to prevent casual conversation pertaining to Union affairs.

ARTICLE 5 - NO DISCRIMINATION

5.01 The Board and the Union agree that there shall be no discrimination, interference,

restriction, or coercion exercised or practised with respect to any employee in all matters relating to age, race, creed, colour, nationality, ancestry or place of origin, sex, lawful political affiliation, sexual orientation, nor by reason of an employee's rejection of sexual advances, nor by reason of any membership or non-membership or lawful activity in the Union or any other trade union.

ARTICLE 6 - COMMUNICATIONS

6.01 All official communications between the parties, arising out of the Agreement or incidental thereto, shall pass between the Assistant Superintendent, Personnel of the Board and the Recording Secretary of the Union.

6.02 The Board will provide the Union, by the last Friday of the following month, with a list of the names of all employees covered by this Agreement who were hired or whose employment was terminated during the previous month.

6.03 The Board will provide the Union, by the last Friday of the following month, with a list of transfers and promotions, lay-offs, terminations and leaves of absence which occurred in the previous month that are known to the Personnel Department.

6.04 The Union shall be provided with two (2) copies of the public agendas and public committee reports for meetings of the Board and Personnel and Organization Committee. The Union shall be provided with two (2) copies of the Board Minutes.

ARTICLE 7 - NEGOTIATING COMMITTEE

7.01 For the purpose of negotiations between the parties the Board shall recognize a Negotiating Committee of the Union to be composed of not more than four (4) employees who are members of the Union.

7.02 The Negotiating Committee shall be entitled to have present and be represented by a representative of the Canadian Union at all negotiation meetings between the Union and the Board.

7.03 The representative shall be recognized as having the right to advise and assist the Union Negotiating Committee and the right to speak, bargain and negotiate on their behalf.

7.04 The employees constituting the Union Negotiating Committee shall be given time off during working hours without loss of regular pay or other benefits under this Agreement while actually attending such negotiation meetings with the Board.

7.05 No individual employee shall undertake to represent the Union at meetings with the Board without proper authorization of the Union.

ARTICLE 8 - SENIORITY

8.01 Except as provided in Clause 8.02 and 8.05, seniority shall be established on the basis of an employees' service with the Board following date of last hiring.

8.02

(a) Those employees who by the action of the Board's resolution of May 25, 1945, Appendix Page 154, were precluded from permanent appointment and who were appointed by resolution of the Board of November 10, 1966, to the permanent staff, will have seniority from the first date of continuous employment.

(b) Placement on the seniority list for part-time employees certified by the decision of the Labour Relations Board dated June 6, 1977, shall be as follows:

employed ten (10) years or more - four (4) years will be credited.

employed seven (7) years to nine (9) years - three (3) years will be credited.

employed four (4) to six (6) years - two (2) years will be credited.

employed one (1) to three (3) years - one (1) year will be credited.

8.03 Employees' names and classifications shall appear on the seniority list in order of their respective dates of last hiring. Such list shall be updated in October of each year, and a copy shall be furnished to the Recording Secretary of the Union.

8.04 An employee newly hired by the Board to fill a permanent vacancy or to fill a new occupational classification, covered by this Collective Agreement, shall be considered a probationary employee for a maximum of five (5) working months from the date of hiring, at the end of which time the employee shall be appointed to the permanent staff or his/her employment shall be terminated.

After completion of the probationary period, the employee shall be placed on the seniority list retroactive to the last date of hiring and shall also be entitled to all rights and privileges of this Agreement.

Employees with greater than five (5) months' service with the Board shall only be discharged for just cause.

8.05 An employee shall lose seniority for any of the following reasons:

- (a) If he/she resigns.
- (b) If he/she is discharged and not reinstated through the grievance procedure.
- (c) *If* he/she is laid off and fails to return to work after layoff within ten (10) calendar days from the date the letter is postmarked, provided that if such failure to return is caused by sickness certified by a duly qualified medical practitioner the time for return shall be extended while prevented by illness from returning to work for a further period not to exceed the maximum of six (6) calendar months.
- (d) Absence without leave in excess of three (3) working days where circumstances are within the employee's control either to attend work or, if possible, to notify the principal of the school if it is *not* possible to attend work.
- (e) If he/she is laid off for more than eighteen (18) continuous months.
- Seniority lost for reasons (c) and (e) will result in the employee reverting to probationary status.
- 8.06 It shall be the responsibility of the employee to keep the Board informed of his/her current postal address and any notice to be given the employee by the Board under the terms of this Article shall be deemed properly given provided it

is addressed to his/her last postal address on record.

8.07

(a) In the event of a layoff, the Board agrees that employees shall be laid off in the reverse order of their seniority except that an employee may be retained out of line of seniority where there is no other employee available who is qualified to perform the work of the junior employee. Employees shall be recalled in the order of their seniority, provided they are qualified, and have the ability to do the work available.

No regular employee covered by this Agreement shall be laid off while occasional employees performing work normally performed by members of this Bargaining Unit are still employed. No new employees shall be hired until those laid off, covered by this Agreement, have been given the opportunity of recall.

In the event of a reduction in the work force, the employees shall have the right to accept another position offered by the Board or accept a layoff, without prejudice to their recall rights.

In the event of a layoff, the Board shall notify the employees to be laid off,

twenty-five (25) working days prior to the effective date of the lay off.

An employee who displaces an employee in a lower classification as a result of a lay off who is qualified to perform the necessary work shall for the balance of the school year continue to receive his/her current rate of pay. The appropriate rate of pay for the classification will be paid effective the first of the following school year.

(b) In the event of a system wide surplus staff situation within the bargaining unit which necessitates a reduction in hours of work, the employee immediately affected may elect to:

- (i) accept the reduced hours of work, or
- (ii) displace the most junior person in the same classification within the bargaining unit with the same hours of work, provided she/he is qualified to perform the duties of the displaced employee.

The junior employee thereby displaced shall be assigned to the position vacated by the senior employee and shall have his/her hours reduced accordingly.

These moves shall be considered as administrative transfer and not a lateral transfer as set out in Clause 10.03.

- (c) Employees displaced as a result of a lay off shall have first opportunity for an equivalent position which becomes available in the area in which they worked at the time of their lay off, until such time as they are restored to the original area in which they worked at the time of their lay off or worked at the time of lay off.

ARTICLE 9 - PROMOTIONS AND STAFF CHANGES

9.01 When a vacancy occurs which the Board determines to fill, it shall be advertised on the school office bulletin board for a minimum of seven (7) working days in order that all persons may have knowledge of the position and the school in which the duties of the position will normally be performed and be able to make written application which will be received by the Board within the aforementioned seven (7) working days.

Vacancies will not be advertised in the months of July and August (subject to any changes in the Education Act) with the exception of the week prior to school opening.

Notwithstanding the above, when a vacancy which is half-time or less occurs in a school where an incumbent part-time employee in that school is qualified and willing to increase his/her hours of work so as to fill the additional part-time (half-time or less) vacancy, the hours of work of the part-time employee shall be increased by the appropriate number of hours provided the principal is in agreement; the requirement to post the half-time (or less) vacancy will thereby be waived.

9.02 When selecting a person to fill a vacant position within the Bargaining Unit, the Board will give first consideration to applications received from employees within the Bargaining Unit. In making any selection under this article, the Board will consider education, knowledge, ability to perform the normal requirements of the job and seniority with the Board.

When the Board selects a person to fill a position from outside the Bargaining Unit over an applicant from within the Bargaining Unit, their educational qualifications and experience shall be sent to the Union on the request of the Union.

All selected qualified applicants for advertised positions shall be personally interviewed by the Principal or the Principal designate, if known, who will be his/her supervisor when he/she begins work in the school.

All applicants (successful and unsuccessful) shall be notified in writing by the Personnel Department.

The Union shall be notified of the successful applicant of advertised positions.

9.03 For the twelve month period following a lateral transfer, an employee shall not be entitled to a further lateral transfer. This provision may be waived by mutual consent of the Board and the Union.

9.04 An appointment of an occasional to a vacancy shall not extend beyond June 30th in any year.

9.05 The selection and promotion of employees to positions outside the Bargaining Unit are not governed by this Agreement. In the event an employee accepts or has accepted any such positions, he/she shall retain his/her seniority rights the employee had at the time the position was accepted. If such employee is later returned to a position within the Bargaining Unit, he/she shall be placed in a job consistent with his/her qualifications and such seniority, provided that no employee in the Bargaining Unit shall be displaced or laid-off as a result of such placement.

9.06 Prior to the establishment of a new classification, the Board will examine all present classifications to see if the job properly fits any of them. If the job fits within the existing

classifications, then the new job will be placed in the appropriate existing classification. If the job does not fit any existing classification, the Board will submit to the Union seven (7) working days prior to the establishment of the new classification, a job description and its proposed rate of pay.

9.07 An employee covered by this Agreement who, through advancing years or disablement, is unable to perform his/her regular duties may be assigned by mutual consent of the Board and the Union to alternative work, if available, without posting the position and without regard to his/her relative seniority standing. The employee so assigned shall, for promotion, be junior to those employees already in the classification to which he/she is assigned. Such transfer shall not alter the Bargaining Unit seniority of any employee.

9.08 When an employee is laid off or recalled from any lay off out of line of seniority the Union shall be advised and given the reasons.

ARTICLE 10 - PERSONNEL FILES

10.01 In the event the Board issues a written warning to an employee to the effect that his/her conduct and/or work performance may result in disciplinary action leading to his/her suspension

or discharge, a copy of the warning will be forwarded to the Recording Secretary of the Union.

Prior to an adverse report being placed in an employee's personnel file the employee will be given a copy of the report and will also have the opportunity to make a written reply. Such reply will be filed with the report.

10.02 Upon suitable notice an employee shall have access to his/her personnel file. If he/she disagrees with the contents of his/her file, recourse shall be made through the grievance procedure.

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

- (a) the request is to remove material that is five (5) or more years old, and
- (b) the employee must make such request to the Assistant Superintendent of Personnel in writing giving the reason for the request. The letter of request shall not be included in the Personnel file.

Such request shall be granted provided that no material of a disciplinary nature has been placed on the employee's personnel file in the five year period preceding the request.

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ARTICLE 11 - STEWARDS

✓ 11.01 In order to provide an orderly procedure for the settling of grievances, the Board acknowledges the right of the members of the Union to appoint or otherwise elect one (1) steward for each area as determined by the Board, and not more than one per school, whose duties shall be to assist employees in preparing and presenting grievances in accordance with the grievance procedure. One (1) additional steward may be appointed or otherwise elected by the Union as Chief Steward. The Union shall notify the Board in writing of the name of each steward and the area he/she represents and also the name of the Chief Steward before the Board shall be required to recognize such stewards.

11.02 It is agreed that the Chief Steward plus any one of the other stewards shall constitute the Grievance Committee of the Union so long as they remain employees or until their successors are chosen and the names of the successors are communicated to the Board.

✓ 11.03 If proper discharge of a grievance responsibility requires the absence from work of a member of the Grievance Committee, in order that the work of the Board shall not be unreasonably interrupted, such member shall not leave his/her work without obtaining the permission of his/her Principal. Such permission shall not be unreasonably withheld and such authorized absence

shall be without loss of regular pay or seniority or other benefits. The Board may refuse to grant such permission at any time if the privilege of requesting time off for the aforesaid purpose is being abused.

When resuming his/her regular work the member of the Grievance Committee will report to his/her Principal or his/her delegate.

ARTICLE 12 - GRIEVANCE PROCEDURE

12.01 In cases of disagreement or misunderstanding every effort shall be made to resolve the matter amicably between the employee and his/her Principal before the grievance procedure as herein provided is followed. The employee may request the presence of his/her steward during the discussions.

12.02 Should a dispute (hereinafter called a "grievance") arise between the Board and any employee or the Union on behalf of an employee, regarding the interpretation, application or administration of this Agreement, including any questions as to whether or not a matter is arbitrable, or should an allegation be made that this Agreement has been violated in any way, an earnest effort shall be made to settle the grievance in the following manner:

✓
STEP 1

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

STEP 2

■ If the Grievance Committee of the Union consider the grievance to be justified, the employee and the steward shall first seek to settle the dispute with the employee's Principal.

STEP 3

Failing satisfactory settlement within three (3) working days after the dispute is submitted under Step 2, the employee and the steward shall submit to the appropriate official of the Board (or his/her designate) a written statement of the particulars of the grievance and the redress sought. The Area Superintendent shall hold a meeting with the employee and the steward within five (5) working days after receipt of such notice and shall render a decision.

✓
STEP 4

✓ Failing satisfactory settlement after the grievance is submitted under Step 3, the Grievance Committee, after (7) working days, may submit to the Assistant Superintendent, Personnel (or his/her designate) a written statement of the particulars of the grievance and the redress

sought. A committee of three (3) Board Officials shall hold a meeting with the Grievance Committee within five (5) working days after receipt of such notice. This Committee composed of both the Grievance Committee and the Board's Committee shall endeavor to reach a mutually satisfactory settlement.

STEP 5

Failing agreement being reached in Step 4, application may be made to the Board, in writing, through the Superintendent of Administrative Services, five (5) working days prior to the next regular Board meeting, stating the grievance concerned and a hearing shall be granted at the next regular meeting of the Board or a Committee designated by the Board, following application.

STEP 6

Failing a satisfactory settlement within five (5) working days after the dispute is first discussed by the Board, or a Committee of the Board, the Union may refer the grievance to arbitration as provided in Clause 12.03 at any time within twenty-one (21) days thereafter but not later.

12.03 Arbitration shall be as provided in the current Labour Relations Act of Ontario. In arbitration proceedings, each party shall pay the expenses of its appointee and the expenses and fees of the Chairman shall be shared equally by the parties.

- ▶ 12.04 Where a grievance involving a question of general application or interpretation occurs, the Board or the Union on behalf of an employee may agree to by-pass Steps 1, 2, 3 and 4 of this Article.
- ◡ 12.05 Grievances settled satisfactorily in Steps 1, 2, 3, 4 or 5 within the time allowed shall date from the time the grievance was first brought to the attention of the Principal.
- 12.06 The Board shall supply the necessary facilities for the grievance meetings.
- 12.07 The time limits fixed in the grievance and arbitration procedures may be extended by consent of the parties to this Agreement.
- 12.08 At any stage of grievance or arbitration procedure, the parties may have the assistance of the employee concerned and any other witnesses.
- ▶ 12.09 The Board and the Union agree to exchange copies of all letters, reports, written statements, charts or documents of any kind which will be presented to the Personnel and Organization Committee of the Board, with the exception of confidential documents. These materials are to be exchanged no later than forty-eight (48) hours prior to the commencement of the meeting of the Personnel and Organization Committee which will be reviewing the grievance.
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12.10 No grievance shall be considered more than ten (10) working days after the grieving party could reasonably be expected to have become aware of the circumstances giving rise to the complaint or grievance, but in any event no grievance shall be considered where the circumstances giving rise to it occurred more than sixty (60) calendar days before the filing of the grievance.

12.11 In the case of an employee being discharged he/she may submit a grievance in writing in accordance with Step 3 of the grievance procedure within five (5) working days after his/her discharge.

12.12 Where the Union desires to appeal against a new Job classification or rate of pay which may be established by the Board, the grievance procedure shall be used commencing at Step 4.

ARTICLE 13 - MANAGEMENT GRIEVANCES

13.01 Any grievance instituted by the Board shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance and two representatives of the Union shall meet within five (5) working days thereafter with the Director of Education to consider 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 Clause 12.03 at any time within twenty-one (21) days thereafter but not later.

ARTICLE 14 - HOURS OF WORK AND OVERTIME

14.01 The normal work hours for full-time employees covered by this Agreement, shall be thirty-five (35) hours per week, seven (7) hours per day (Monday to Friday), broken by one (1) unpaid uninterrupted scheduled hour for lunch. A half day shall constitute 3-1/2 hours per day (morning or afternoon).

Clerical Assistants, including those who normally work in the Library, may be assigned clerical duties anywhere in the school at the discretion of the principal.

Those employees, who as a condition of employment were employed for a work period of less than seven (7) hours per day or less than five (5) days per week shall continue to do so and shall receive a pro-rated salary as indicated in Appendix A and pro-rated benefits.

14.02 The normal work year shall be the school year as provided in The Education Act as amended from time to time.

In addition the Elementary School Administrative Assistant shall be required to work the week prior to school opening in September.

14.03 Save as provided in Clause 14.04 hereof, employees who work before or after the school year shall be paid at regular rates of pay.

14.04 Employees working in the month of August shall receive their pay for this week on the regularly scheduled pay day.

14.05 Employees authorized to work other than as dispatchers Monday to Friday inclusive, in excess of seven (7) hours per day shall be paid overtime at the rate of time and one-half. However, in computing overtime under this subsection, no payment shall be made if the overtime worked is thirty (30) minutes or less in excess of seven (7) hours worked per day. If the total overtime worked is more than thirty (30) minutes in excess of seven (7) hours worked per day, payment shall be made for the total period of overtime worked including the first thirty (30) minutes.

Employees authorized to work at their respective schools on Saturdays, Sundays and Paid Holidays as defined in Clause 19.01 hereof, shall be paid overtime at the rate of time and one-half for Saturdays and double time for Sundays and Paid Holidays and emergency call out on Saturdays.

14.06 All employees covered by this Agreement shall be permitted a fifteen (15) minute rest period both in the morning and in the afternoon.

14.07 An employee called in outside his/her regular working hours shall be paid for a minimum of three (3) hours at overtime rate provided that he/she is recalled over circumstances over which he/she has no control or which are not due to his/her own fault or neglect.

14.08 Except in cases of provable emergencies, no employee shall be required to work overtime against his/her wishes in July and August when other employees are available to perform the required work.

ARTICLE 15 - LEAVE OF ABSENCE

15.01

- (a) The revised "Sick Leave Credit and Gratuity Plan" including the provisions for "Special and Miscellaneous Leaves" at present in force shall be continued and the regulations of the Board governing maternity leave shall be continued and shall not be changed unless by mutual consent of both parties. Employees absent on maternity leave shall not be entitled to benefits under the Sick Leave Plan.

(b) The following are additions to the Sick Leave Credit and Gratuity Plan:

(i) "A licentiate of chiropracty may certify illness of oyer five (5) consecutive working days .

(ii) Part II, #11 (d) Miscellaneous Leave - attending court, either as a person charged or as a party in any action in which the **employee's prese ce** is required by law.

15.02 For **the** purpose of Article 15, "Sick Leave Provisions", the interpretation to be app ied to the specified clauses of the "Sick Leave Credit and Gratuity Plan" is as follows:

Clause 5 - Part 1 General

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

Clause 9 - Part 1 General

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

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

sick leave credits under the Unemployment Insurance Commission Plan."

Clause 25 - Part VII

Sick Leave Gratuities

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

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

15.03 The Board agrees to furnish to each employee covered by this Agreement, each pay day, a statement showing the number of accumulated sick days to his/her credit.

15.04 The Board agrees to furnish to each employee information about each fringe benefit plan, forming part of this Agreement, which changed during negotiations, and upon written request to the Staff Relations Officer, the Board shall furnish employees with a replacement copy. New employees shall receive an up-to-date copy of the Fringe Benefit booklet.

15.05 Any employee covered by this Agreement who is elected or selected for a full-time position with the Union or any organization with which the

Union is affiliated or who is elected to public office will be granted leave of absence by the Board without salary, and without loss of seniority up to a period of one (1) year. This period may be extended, without salary by the Board, upon application, with the understanding that the applicant's seniority will remain at the level which existed at the end of the first year of such absence.

15.06 Upon request, the Board shall grant leave of absence without loss of sick leave credits or seniority to employees elected or appointed to represent the Union at recognized conventions, seminars, or conferences. Such leave of absence with pay shall not exceed a total of twenty (20) working days in any one year, it being understood that no more than five (5) members of the Union shall be absent at any one time.

An additional leave of absence, without pay, up to twenty (20) working days in any one year, for the same purpose, may be granted by the Director of Education upon application.

It is further understood that the Union will make every effort to ensure that no more than one person from each school is absent at any one time.

Where possible requests from the Union for leave of absence to attend recognized Conventions, Seminars or Conferences shall be submitted in writing to the Assistant Superintendent, Personnel

at least one (1) week prior to the date for which the approved leave of absence is being requested.

15.07 To enable the Union to properly prepare for bargaining, each member of the Negotiating Committee is entitled to two (2) days per year, cumulative, for each year of the contract, prior to the negotiating process, without loss of pay or other benefits.

Where possible requests from the Union for leave of absence to prepare for bargaining shall be submitted in writing to the Assistant Superintendent, Personnel at least one (1) week prior to the date for which the approved leave of absence is being requested.

15.08 Employees who are granted leave of absence without pay in excess of fifty (50) continuous working days, shall not earn or receive benefits for the period of such leave of absence. Employees granted such leave shall retain the Seniority which they had at the commencement of such leave but shall not accumulate additional seniority for Leaves of Absence in excess of fifty (50) days:

Where permitted by the benefit plans, employees on such leave shall have the option to continue the benefits and if the employees exercise this option they will be required to pay both the Board and the employee share of the premium cost.

15.09 Employees absent on maternity leave shall, on their request, be entitled to participate in the Board's O.H.I.P., E.H.C., Dental and Group Life Plans provided they were enrolled in these plans on the last day worked and, further, provided that the employee pays the total cost of the premiums for these plans.

ARTICLE 16 - UNION SECURITY

16.01 Once each month the Board will deduct from the pay of each employee who is covered by this Agreement to whom any pay is due in that month and who has attained three month's service, an amount equal to his/her regular monthly Union dues or assessments, if any, which shall be levied on a uniform basis on all employees in the bargaining unit. The Union shall notify the Board in writing of the amount of such dues or assessments from time to time.

16.02 All dues or assessments so deducted shall be remitted to the Union not later than the 15th day of the month following the month in which such deductions are made together with a list in triplicate of the names of all employees from whose pay dues or assessments were so deducted.

16.03 The Union shall indemnify and save the Board harmless from any claims, suits, judgements,

attachments, and from any form of liability as a result of such deductions.

16.04 All employees commencing employment within the bargaining unit subsequent to September 20, 1978, shall, within thirty (30) days, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union.

16.05 The Board shall show the total amount of Union dues and assessments paid during the previous twelve (12) months on the T4 slip of each employee.

ARTICLE 17 - OTHER BENEFITS

17.01 The Board agrees to contribute for permanent and probationary employees covered by this Agreement the maximum allowable percentage permitted under the Education Act, as amended from time to time, of the single or the family premium, as the case may be, of the Ontario Health Insurance Plan.

Such employees shall have the privilege to participate in the Blue Cross or equivalent Semi-Private Hospital Coverage Plan and shall pay all premiums in connection therewith.

17.02 The pension schemes at present in force shall be continued.

17.03 Effective June 1, 1986, the Board agrees to contribute for permanent and probationary employees covered by this Agreement, the maximum allowable percentage permitted under the Education Act, as amended from time to time, of the single or the family premium, as the case may be, of a Blue Cross or equivalent Extended Health Care Plan to be implemented with a \$25.00 - \$50.00 deductible including the following provisions:

- (a) eyeglasses up to a maximum of seventy-five (\$75.00) per person per two year period. If contact lenses are prescribed for medical rather than cosmetic reasons, the benefit will extend to a maximum of one hundred and fifty (\$150) dollars per person per two year period.
- (b) hearing aids up to a maximum of five hundred (\$500) dollars per person per three year period.
- (c) out-of-province coverage.

17.04 Effective June 1, 1986, the Board agrees to contribute, for permanent and probationary employees, 75% of the premium for a Dental Plan in respect of the 1985 O.D.A. Schedule of Fees for Dental Services provided by General Practitioners.

Effective January 1, 1987, the Board agrees to contribute, for permanent and probationary employees, 75% of the premium for a Dental Plan in respect of the 1986 O.D.A. Schedule of Fees for Dental Services provided by General Practitioners.

17.05 The Group Life Insurance Plan at present in force shall be continued. The maximum coverage provided by the Plan shall be one hundred thousand dollars (\$100,000). The Board agrees to pay one hundred percent (100%) of the applicable premium for the first twenty-five thousand dollars (\$25,000) of coverage and seventy-five percent (75%) of the applicable premium for any additional coverage, up to the maximum coverage provided by the Plan.

Upon retirement prior to age 65, an employee has the option of continuing in the group plan up to age 65 provided he/she pays both his/her own and the Board's share of the premium. Termination of an employee who is at least 55 years of age will be considered as retirement.

17.06 The Long Term Disability Plan at present in force shall be continued and the Board shall pay seventy-five percent (75%) of the premium cost.

The Board shall maintain the applicable insured medical plans which are in force on the last day worked for all disabled employees in receipt of L.T.D. benefits.

It is understood that this provision also will apply to those employees who are now receiving L.T.D. benefits to the extent that entry into such plans is permitted by the plan carrier.

17.07 Where an employee takes an educational course as a result of a request by the Board, he/she shall be compensated for the tuition fee charged for the course.

If the above course is conducted during normal working hours, employees shall receive the necessary time off from work without loss of salary or benefits.

Where an employee takes an educational course of his/her own choosing, but approved in advance, by the Board, he/she shall be compensated for the tuition fee charged for the course provided he/she completes the course and receives the necessary passing mark.

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

17.09 A Labour Management Co-operation Committee shall be established with no more than four (4)

representatives of the Union to consider matters of mutual interest.

17.10 An employee covered by this Agreement may, by mutual consent and with two (2) months prior notice of intent, extend his/her normal retirement.

It is understood that this clause is subject to the following retirement provisions:

<u>Normal Retirement</u>	<u>Compulsory Retirement</u>
January - June	June
July	July
August	August
September - December	December

17.11 The Board shall supply a smock for each school.

17.12 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, an employee who retires from the Board prior to age 65 may retain membership in the Group Life, Extended Health Care, Semi-Private and Dental Group Benefit Plans to which an employee belongs at the time of retirement until attaining the age of 65 years. The retired employee must pay the full premium cost on an annual, semi-annual, or quarterly basis, at the employee's choice, to maintain the employee's participation and coverage under the group contracts.

ARTICLE 18 - GENERAL CONDITIONS

18.01 Wherever the singular or feminine is used in this Agreement, it shall be considered as if the plural or masculine has been used where the context so requires.

18.02 In the event that the Board shall merge, amalgamate or combine any of its operations or functions with another employer, the Board agrees to discuss the retention of seniority rights for all employees with the new employer.

18.03 The Board shall give a copy of this Agreement to each employee as soon as possible after the Agreement is signed but no later than seventy-five (75) days.

18.04 An employee covered by this Agreement who is required to travel on Board business except between two locations on adjacent properties shall receive a travel allowance of thirty-two cents (.32¢) per kilometer, subject to a minimum payment for six (6) kilometers for any one single or round trip as the case may be.

Effective January 1, 1987, an employee covered by this Agreement who is required to travel on Board business except between two locations on adjacent properties shall receive a travel allowance of thirty-three cents (.33¢) per kilometer, subject

x to a minimum payment for six (6) kilometers for any one single or round trip as the case may be.

Travel allowances shall be paid by separate cheque.

18.05 All letters of understanding between the Board and the Union shall form part of this Collective Agreement.

18.06 All Work shall be performed according to the provisions of the Occupational Health and Safety Act of Ontario 1980. A safety committee shall be established in accordance with the above Act in co-operation with and the participation of the Union. Nothing in the above shall prevent the Union from bringing matters relating to health and safety directly to the Principal's attention or from exercising any option available to them under the Occupational Health Safety Act of Ontario 1980.

18.07 The Board shall continue to determine the methods through which services are provided. An alteration in a method or methods now in effect shall include technological change which is defined as the introduction of video display/computer terminals, for use in the school offices of the Board by clerical/secretarial staff.

- When the Board decides to introduce technological change, two (2) representatives of the Board shall meet with two (2) representatives of the Union no

later than two (2) months prior to the introduction of the change to discuss:

- (a) the working environment of employees affected by technological change
- (b) special arrangements that may be necessary to ensure the safe operation of equipment introduced as a result of technological change
- (c) standards and procedures for the ongoing maintenance, inspection and repair of equipment introduced as in (b) above.

Where such discussions concern the introduction of video display terminals, the Board's Guidelines for the Use of Video Display Terminals, as amended from time to time, will be a reference document.

When operation of a word processor or computer terminal is introduced as part of an employee's duties, the employee will be given on-the-job training, without loss of pay, to a maximum of 105 hours in the use of the new technology. Employees whose duties include the operation of a word processor or computer terminal will be provided with a copy of the Board's Guidelines for the Use of Video Display Terminals and made aware of any amendments to the Guidelines following Board approval of such amendments.

ARTICLE 19 - PAID HOLIDAYS

19.01 All employees covered by this Agreement shall be paid for the following holidays provided such employees are entitled to be paid for the immediately preceding and/or following regular working days:

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

Any other Paid Holiday granted by an Act of the Federal, Provincial or Municipal Governments and approved by the Board shall apply to employees covered by this Agreement.

19.02 It is understood and agreed that whenever any of the above listed holidays falls on a Saturday or Sunday, then the Board shall designate some other day as a day off with pay or such day shall be paid for as vacation at the end of June.

19.03 In addition to the above, employees, upon request to the Principal, with sufficient notice, shall receive one additional mutually agreeable paid holiday in each calendar year.

19.04 If an employee who would normally be eligible for benefits provided by the Sick Leave Credit and Gratuity Plan including provisions for

Special and Miscellaneous Leaves has an accident, becomes ill, or suffers a bereavement during the Christmas or mid-winter vacation period, the accident, illness or bereavement shall be counted as vacation time unless the employee notifies the Board of the accident, illness or bereavement as soon as possible and submits a medical certificate from a medical practitioner in the case of accident or illness and applies for and is granted leave of absence in accordance with the provisions of the Sick Leave Credit and Gratuity Plan including the provisions for Special and Miscellaneous Leave.

19.05 An occasional employee is entitled to receive payment for paid holidays in accordance with the Employment Standards Act.

ARTICLE 20 - VACATION

20.01 All employees covered by this Agreement with over one (1) year's service with the Board as of June 30th, shall be entitled to an annual vacation period of three weeks with pay.

20.02 All employees covered by this Agreement with less than one (1) year's service with the Board as of June 30th, shall be entitled to a proportionate vacation with pay calculated upward to the next nearest day for each completed month

of continuous service at the rate of pay effective immediately prior to the vacation period.

* 20.03 Employees covered by this Agreement shall be entitled to the following vacation as of June 30, 1986:

4 weeks' vacation with pay - in the calendar year in which an employee attains nine (9) years of service.

5 weeks' vacation with pay - in the calendar year in which an employee attains seventeen (17) years of service.

26 days with pay in the calendar year in which an employee attains 24 years of service.

27 days with pay in the calendar year in which an employee attains 25 years of service.

28 days with pay in the calendar year in which an employee attains 26 years of service.

* 29 days with pay in the calendar year in which an employee attains 27 years of service.

30 days with pay in the calendar year in which an employee attains 28 years of service.

Employees covered by this Agreement shall be entitled to the following vacation as of June 30, 1987:

4 weeks' vacation with pay - in the calendar year in which an employee attains nine (9) years of service.

5 weeks' vacation with pay - in the calendar year in which an employee attains seventeen (17) years of service.

26 days with pay in the calendar year in which an employee attains 23 years of service.

27 days with pay in the calendar year in which an employee attains 24 years of service.

28 days with pay in the calendar year in which an employee attains 25 years of service.

29 days with pay in the calendar year in which an employee attains 26 years of service.

30 days with pay in the calendar year in which an employee attains 27 years of service.

20.04 An employee leaving the service of the Board at any time in his/her vacation year before he/she has had his/her vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation. Should an employee die, his/her estate shall be credited with the value of vacation credits owing him/her.

20.05 An employee working less than full-time shall earn vacation credits proportionate to time worked,

20.06 Employees covered by this Agreement shall be required to take their vacation with pay during the Christmas and Mid-Winter breaks and the balance of vacation pay will be paid to them at the end of the school year together with an itemized statement. Commencing in 1983, the balance of vacation pay will be paid, together with an itemized statement, on June 1.

20.07 Occasional employees shall receive vacation pay according to statute.

20.08 Effective July 1, 1980, a new employee who transfers within Ontario from a publicly financed Educational Institution or Board of Education (under the Education Act 1974) or Municipal Government shall be credited, for vacation purposes with that previous service provided there was no intervening employment.

ARTICLE 21 - PAYMENT OF WAGES

21.01 The Board shall pay regular salaries and allowances every second Friday during the school year to permanent and probationary employees in accordance with the rates shown on Appendix A and Appendix "B" attached hereto and forming part of this Agreement.



ARTICLE 22 - TERM OF AGREEMENT

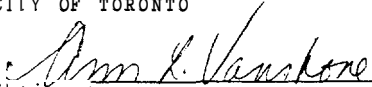
22.01 This Agreement shall be in force for a term of ~~twenty-four (24) months effective from January 1, 1986 and shall expire December 31, 1987,~~ and shall continue in force from year to year thereafter, unless in any year not more than ninety (90) days, before the date of its termination, either party shall furnish the other with notice of termination of, or proposed revision of, this Agreement.

During negotiations on any proposed renewal or revision of this Agreement, the Agreement, in the form in which it may be at the commencement of such negotiations, shall remain in full force and effect until a satisfactory settlement of such negotiations has been reached or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.

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

IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives as of the day and year first above written.

THE BOARD OF EDUCATION FOR THE
CITY OF TORONTO


Chairman


Director of Education

CANADIAN UNION OF PUBLIC
EMPLOYEES - LOCAL 1316


President


Recording Secretary


National Representative
C.U.P.E.

APPENDIX "A"

1986 WEEKLY RATES OF PAY

	<u>Administrative</u> <u>Assistant</u>		<u>Clerical</u> <u>Assistant</u>	
	<u>Jan. 1/86</u>	<u>April 1/86</u>	<u>Jan. 1/86</u>	<u>April 1/86</u>
Minimum	\$381.72	\$385.54	\$341.32	\$344.73
Increment 1	394.83	398.78	348.96	352.45
Increment 2	407.93	412.01	358.79	362.38
Increment 3	423.22	427.45	372.99	376.72
Increment 4	435.23	439.58	386.09	389.95
Continuously employed in a specific classification since December 31, 1970	491.28*	496.19*	411.21*	415.32'

*Grandfathered rate - Continuously employed in a specific classification since December 31; 1970

Appendix "A" (Continued)

1987 WEEKLY RATES OF PAY

	<u>Administrative</u> <u>Assistant</u>		<u>Clerical</u> <u>Assistant</u>	
	<u>Jan. 1/87</u>	<u>July 1/87</u>	<u>Jan. 1/87</u>	<u>July 1/87</u>
Minimum	\$400.96	\$404.97	\$358.52	\$362.11
Increment 1	414.73	418.88	366.55	370.22
Increment 2	428.49	432.77	376.88	380.65
Increment 3	444.55	449.00	391.79	395.71
Increment 4	457.16	461.73	405.55	409.61
Continuously employed in a specific classification since December 31, 1970	516.04*	521.20'	431.93*	436.25'

*Grandfathered rate - Continuously employed in a specific classification since December 31, 1970

• Appendix "A" (continued)

Recruitment

- The initial starting salary shall be the minimum of the range and shall only be exceeded by one further step after consultation between the Principal and the Personnel Department.

Promotion

Each employee who is promoted to a higher grade and/or position will receive immediately a salary increase equal to one increment of the higher grade or an amount equal to the difference between his/her existing salary and the minimum of the grade to which he/she is transferred, whichever is the greater. This increase shall be in addition to any normal increment to which the employee is entitled. When the date of a promotion or a schedule change coincides with the date of the annual increment, the salary adjustment for the promotion or schedule change shall be made first and be followed by the normal increment, provided the new salary does not exceed the maximum for the grade.

Job Reclassification

- Employees whose positions are reclassified upwards without any material change in responsibility will be placed at the point in the schedule to which their experience with the Board entitles them.

- The salaries will remain in the same relative position as within the former salary range.

Job Regrade

Employees whose positions are reclassified upwards because of a material change in responsibility will receive immediately a salary increase equal to one increment of the higher grade or an amount equal to the difference between his/her existing salary and the minimum of the grade to which he/she is regraded, whichever is the greater. If an increment added to the employee's existing salary establishes a rate of pay which falls between increment levels on the salary schedule the employee will be placed on the next higher increment level.

Increments

Increments where applicable shall be paid once a year as follows:

- New employees who are continuously employed (either as occasional or probationary staff) prior to September 15, shall be eligible for the annual increment on January 1 of the following year. New employees starting later than September 15 will not normally be eligible for an increment on January 1 of the following year.

»
Replacement Allowance

»
When an employee is assigned to replace another employee of a higher classification for a period of 10 consecutive working days or more, including vacation, the employee shall receive a replacement allowance equal to the last increment in the classification, or if the minimum of the next higher classification exceeds the total of the employee's rate plus the allowance, the Board will pay the minimum of the next higher classification. The replacement allowance would commence following the 10 consecutive working days' waiting period, but shall be retroactive to the first day the employee was assigned the added responsibility.

»

»

APPENDIX "B"

Special Allowances

Dispatching for Public Schools:

- \$2,000 per year effective January 1, 1986
- \$2,200 per year effective January 1, 1987

Special - Island - Secretary - \$500.00 per year

Special allowances are not payable to occasional employees.

APPENDIX "C"

LETTER OF UNDERSTANDING

between

The Board of Education
for the City of Toronto

and

Canadian Union of Public
Employees Local 1316

The following is the position of the Board of Education for the City of Toronto and Local 1316 of the Canadian Union of Public Employees with respect to the interpretation or intent as they apply to the 1986-1987 Union Agreement.

ARTICLE 3 - Recognition - Alternative
and Special Schools

- (1) When an Alternative or Special School has a student body and a teaching staff that is predominantly elementary, the clerical staff will be covered by the collective agreement between the Board and Local 1316 Canadian Union of Public Employees.

(2) When a school changes the composition of its student body and teaching staff to become predominantly secondary the incumbent employees will have the following options:

- (a) retain their employee group affiliation
- (b) change their employee group affiliation to the employee group which would staff the school if it were being staffed for the first time.

The parties shall meet annually, the first week in October to review all Alternative and Special Schools. It is intended, however, to make the following exceptions to the collective agreement:

- (1) The Board will give first consideration to applications received from employees irrespective of the provision of clause 9.02.
- (2) The normal work year for the Y.M.C.A. school will be the school year as provided in The Education Act as amended from time to time.

In addition, the Elementary School Administrative Assistant shall be required to work both the month of July and the week prior to school opening in September.

ARTICLE 17 - Other Benefits

Clause 17.04

The Dental Plan benefits will be equivalent to the benefits underwritten by the Confederation Life Insurance Company for employees covered by this agreement.

Professional Development

It is agreed that professional development is the right and responsibility of the appropriate official.

It is agreed however, that the Union and the Board share the desire to improve professional standards.

To enable employees either collectively or individually to improve professional standards each appropriate official will provide an opportunity for his/her employees to request ways and means of improving this aspect of their own development.

The Board reserves the right to approve or reject any requests and to stipulate the financial arrangements including salary, expenses, etc., required to accomplish the undertaking.

ARTICLE 19 - Paid Holidays

The Board shall declare one (1) additional paid holiday in each calendar year on the understanding that the Board will not grant any additional paid holiday during the term of the agreement except as provided by Article 19.03.

Notwithstanding the Board may choose not to declare one additional paid holiday and pay employees one additional day's pay in December of the calendar year.

The Board shall give thirty (30) days notice prior to the date on which the holiday will be observed. The Union shall be given an opportunity for dialogue on this matter prior to the giving of the thirty (30) days notice.

ARTICLE 21 - Payment of Wages

Clause 21.01

It is mutually agreed that pay cheques shall be addressed to the Administrative Assistant.

Re: Part-time Employment

As a result of the Board's decision of August 30, 1973, it is agreed that the Board proceed with the change of status of full-time employees to part-time employees. As such these positions

✓ shall be subject to the Union Agreement with the following special conditions:

(1) Recognition

Those employees occupying "part-time positions" shall be considered members of the Union in accordance with Article 3 of the Local 1316 Union Agreement.

(2) The following changes in benefits will result:

OHIP - prorated - employee pays the balance.

EHC - prorated - employee pays the balance.

DENTAL PLAN - prorated - employee pays the balance

Sick Leave Credits - The existing bank to remain for use (~~less an~~ adjustment for the current year).

Future entitlements will be prorated. Group Insurance - prorated - employee pays the balance.

L.T.D. - prorated - employee pays the balance.

✓ (3) Seniority

Existing seniority accrued shall be

retained, future service seniority shall be accrued on a prorated basis from the date that the part-time employment commences.

In the event the experimental program is discontinued, it is understood that the employees working on a half-time basis shall revert to full-time employment.

APPENDIX "A"

It is understood that when an individual position covered by this Agreement *is* assigned new duties and/or responsibilities of a significant nature the Union will bring forward these major changes for discussion.

APPENDIX "B"

(1) The number of dispatchers required shall be discussed at the request of either party.

RETROACTIVITY

Retroactivity on wages only shall be paid to employees on the staff at date of ratification, to retired employees, to the estate of deceased employees, employees who have resigned, and to the employees on approved leave *of* absence, in each case proportionate to time worked since January 1,

1986. Union dues shall be deducted from retroactive pay.

OCCASIONAL EMPLOYEES

- (1) The parties agree that only the following articles of the Agreement shall apply to occasional employees.
 - (a) Article 3.01 - recognition
 - (b) Article 19.05 - paid holidays
 - (c) Article 20.07 - vacation
- (2) Union Security - the Board will deduct from the pay of each occasional employee who is covered by this Agreement to whom any pay is due the amount equal to his/her Union dues or assessments, if any, which shall be levied on a uniform basis of all occasional employees in the bargaining unit. The Union shall notify the Board in writing of the amount of such dues or assessments from time to time.

All dues or assessments so deducted shall be remitted to the Union no later than the 15th day of the month following the month in which such deductions are made together with a list in triplicate of the names of all employees from whose pay dues or assessments were so deducted.

The Union shall indemnify and save the Board harmless from any claims, suits, judgments, attachments, and from any form of liability as a result of such deductions.

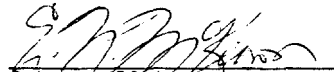
All employees commencing employment within the bargaining unit subsequent to September 20, 1978, shall, within thirty (30) days, become and remain members in good standing of the Union, according to the Constitution and By-Laws of the Union.

The Board shall show the total amount of Union dues and assessment paid during the previous twelve (12) months on the T4 slip of each employee.

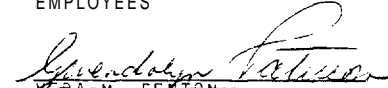
- (3) Hourly Rates of Pay shall be calculated on the basis of the minimum rate of the appropriate classification in Appendix A.

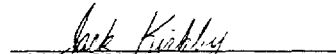
IN WITNESS WHEREOF each of the parties hereto has caused the Letter of Understanding to be signed by its duly authorized representatives as of this 26th day of June, 1986.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO


E.N. MCKEOWN
Director of Education

LOCAL 1316
CANADIAN UNION OF PUBLIC
EMPLOYEES


~~VERA M. FERTON~~
President, Local 1316


JACK KIRKBY
National Representative
C.U.P.E.

APPENDIX "U"

Sick Leave Credit and Gratuity Plan including provisions for Special and Miscellaneous Leaves

PART I - General

1. In this Plan,

- (a) "Board" means the Board of Education for the City of Toronto
- (b) A "Credit" means a sick leave credit entitling an employee or part-time employee to be paid his/her salary or part-time salary respectively for one day under the provisions of this Plan during his/her absence from duty.
- (c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
- (d) The "Working Year" shall commence on the first day of January.
- (e) "Basic Salary" means salary as per relevant schedule, exclusive of overtime.

2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director.
3. The Director 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, subject to appeal to the Board, 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 shall be responsible for keeping a record of 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. In the case of dispute with respect to any matter concerning the operation of the Plan the employee may request appearance before a Board-Staff Committee, with the right of appeal to the Board.

(This shall be interpreted to mean a reference to the Grievance Procedure as provided in the Collective Agreement.)

6. (a) Those included in the Plan shall be:

- (i) all employees of the Board on the permanent or probationary staff;
 - (ii) any person employed on a temporary basis for a period of at least twenty consecutive working days.
- (b) Those not included in the Plan shall be:
- (i) persons employed on an occasional basis or as summer employees;
 - (ii) persons employed on a day-to-day basis or temporary employees on an hourly rate of pay.
7. Subject to the provisions in Part VI relating to Special Leave.
- (a) At the beginning of each working year there shall be placed in the sick leave account of each employee on the permanent or probationary staff on a working year of ten months, twenty credits, and in the sick leave account of each employee on a working year of twelve months, twenty-four credits.
 - (b) At the beginning of his/her employment there shall be placed in the sick leave account of each employee on the permanent or probationary staff 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 for a complete working year because of personal illness shall be entitled to a full sick leave credit for that year, but an employee absent for a working year for reasons other than personal illness shall not receive any sick leave credits during the year.
 - (d) After employment for twenty consecutive working days there shall be placed in the sick leave account of each temporary employee covered by the Plan two credits for each month working during the continuation of his/her term of employment.
8. The credits of each employee on the permanent or probationary staff shall be accumulated in his/her sick leave account from year to year.
 9. To the extent that an employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

(The interpretation to be placed on this clause shall be viz: "That employees of the Toronto Board of Education shall be permitted to exhaust their sick leave credits under this plan before they utilize the sick leave credits under the Unemployment Insurance Commission Plan.")

Part II - Credits from Previous Plans and Transfers

10. There shall be placed in the sick leave account of each employee of the Board at the date of the commencement of the Plan the number of credits equal to the unused sick leave credits held by the employee at that date under the provisions of the Plan of the Board existing immediately prior to the commencement of the Plan, provided that if any employee **was** at any time employed by a school board or board of education in the Metropolitan Area whose sick leave plan contained limitations or restrictions upon the number of unused sick leave credits which could be transferred or accumulated, the credits to be placed to his/her account under the Plan shall be determined as if such sick leave plan or plans had contained no such limitations or restrictions.
11. 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 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.

- 12. 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 (without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated under such a plan) 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.
- 13. In the event of re-employment the Director shall reinstate the Credits standing to the credit of the employee on resignation unless

such re-instatement is specifically prohibited by Statute. (Note Section 11 (b)).

Part III - Absence Due to Illness with Deductions From Credits

14. (a) Absence for illness of the employee for a period of five consecutive working days or less may be certified by the Official of the board in charge of the appropriate department.
 - (b) Absence for illness over five consecutive working days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery or a licentiate of chiropractic. In special cases there may be exemptions at the discretion of the Director.
15. Where an employee is absent for illness for more than twenty consecutive working days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the employee shall be entitled to payment under the Plan.

16. The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.
17. Subject to the provisions respecting Workmen's Compensation as outlined in Section 20, 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 except pursuant to the resolution of the Board.
18. Subject to the provisions relating to Workmen's Compensation, 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.

Part IV - Absence Without Deductions From Sick Leave Credits

19. An employee shall be entitled to be paid his/her salary without deductions of credits when he/she is absent from duty because of quarantine or other order of the Medical

Health authorities, jury duty or duty as a witness in any court to which he/she had been summoned in any proceedings to which he/she is not a party or one of the persons charged but credits may be deducted *for* absence as provided in the Board's regulations governing Special and Miscellaneous Leaves.

Part V - Absence With Payment Under the Workmen's Compensation Act

20. 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 Workmen's Compensation Act,
 - (a) such employee shall be entitled to receive payment under the Plan of 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 Workmen's Compensation Act but such absence from duty shall result in deductions *from* credits.

Part VI - Special Leave

21. 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.

Part VII - Sick Leave Credit Gratuities

22. A sick leave credit gratuity shall be paid
- (a) to an employee who retires on or after January 1, 1972 (retirement shall be the termination of employment with the Board by an employee who is at least 55 years of age on the date of his/her retirement);
 - (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.

23. The sick leave credit gratuity to be paid shall be equal to 2% of the final basic

annual salary of the employee at the time of his/her retirement, disability or death, multiplied by the number of full years' service with the school board or board of education in the Metropolitan Toronto area, provided that the amount of such payment shall not exceed the Statutory limit. For employees on a working year of 10 months this Statutory limit would be the lesser of:

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

(b) annual salary $\times 1/2$

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

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

(b) annual salary $\times 1/2$

24. For the purpose of calculating the amount of sick leave credit gratuity, only Credits earned by the employee during employment by a school board or board of education in the Metropolitan Area shall be taken into account. Credits accumulated outside Metro will be used first in the case of illness but will not be used in the calculation of the gratuity.

25. The service gratuity plan in force in North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by the above boards prior to January 1, 1972.

(The interpretation to be placed on this clause shall be viz: "That employees of the Toronto Board of Education employed prior to January 1, 1972, have the option at termination of their employment, of electing to accept the service gratuity referred to in Clause 25 or the sick leave credit gratuity provided for in the plan.")

SPECIAL AND MISCELLANEOUS LEAVES

Explanatory Note

- (a) These Regulations shall be effective for leaves commencing on or after January 1, 1972.
- (b) These Regulations will remain in force as stated and will not be substantially altered without prior consultation and agreement.
- (c) In the case of dispute with respect to any matter concerning the operation of the Plan the employee may request appearance before Board-Staff Committee with the right of appeal to the Board.

- (d) The terms of this Agreement shall not preclude a Board from sending an individual to undertake special training on terms to be defined by the Board.

Part I - Special Leave

1. The Board may grant on the recommendation of the Director of Education special leave to an employee who has demonstrated a high level of competence in his/her employment.
2. Special leave may be granted for the purpose of upgrading or updating employment qualifications which shall be reported to the Board.
3. (a) To qualify for special leave an employee shall have completed a minimum of six years of service in the employ of the Board.

(b) Special leave for exceptional circumstances may be granted on an ad hoc basis which shall be reported to the Board.
4. An employee desiring special leave shall apply to the Director of Education in writing giving reasons and details regarding the purpose of the proposed leave.
5. (a) Salary and other benefits shall be paid or credited to employees granted special

leave while continuing with the purpose of the leave in an amount equal to 80% of the employee's basic salary at the date of commencement of leave.

- (b) Tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave but the amount shall not exceed an aggregate maximum of \$1,000 per annum and receipts shall be submitted to the Director of Education.
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 minimum of two 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.

Part II - Miscellaneous Leave

The Director of Education may grant miscellaneous leave up to a maximum in any one year of five days to an employee on a working year of ten months and six days to an employee on a working year of twelve months, without loss of salary but with deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan for the purpose of:

- (a) attending a 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 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) under special circumstances for reasons approved by the Director.
10. An absence of up to 3 days without loss of salary and sick leave credits shall be granted 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 and sisters. Under special circumstances for reasons approved by the Director additional days may be granted.

11. The Director of Education may grant miscellaneous leave, other than that limited to five or six days in paragraph 11 hereof without loss of salary and without deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan, for the purpose of:

- (a) writing university or similar examinations,
- (b) attending the employee's own graduation,
- (c) under special circumstances for reasons approved by the Director.
- (d) attending court, either as a person charged or as a party in any action in which the employee's presence is required by law.

12. An employee is entitled to be paid his/her salary and without deductions of "Credits" when absent for reasons other than illness in special circumstances as provided in Part IV, paragraph 19, of the Board's Sick Leave Credit and Gratuity Plan.

Part III - General Regulations

- 13. An agreement shall be executed between the employee granted special leave and the Board in the form attached to these regulations.

THE BOARD OF EDUCATION FOR THE CITY OF TORONTO
SPECIAL LEAVE OF ABSENCE

This Agreement made in duplicate this th
day of , A.D. 198

BETWEEN:

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

OF THE FIRST PART

- AND -

of the
hereinafter called the "Employee"

OF THE SECOND PART

Whereas the Board has agreed on the terms
hereinafter set out in accordance with the
regulations of the Board in that behalf to grant
leave to the Employee from the th day of ,
198 , to the th day of , 198 , and to
pay % of the Employee's annual salary for the
purpose of a Special Leave.

And whereas the Employee has agreed to return
to the employ of the Board immediately following
such leave and to remain in the employ of the

Board for the equivalent of two years full time immediately following the return of the Employee from leave, and, on failure to do so, to repay the Board such sums as were paid by the Board to or on behalf of the Employee with respect to such leave.

Now, therefore, this agreement witnesseth that in consideration of the mutual covenants herein contained the parties hereto agree to as follows:

1. The Board hereby grants leave of absence to the Employee for the purpose of a Special Leave as indicated heretofore.

2. The Board agrees to pay to the Employee % of the annual salary to which the Employee would be entitled during the period of leave if such Employee were not absent from duty on leave, as a regular salary payment.

3. The Employee agrees to resume employment with the Board for the equivalent of two years full time immediately following the termination of the period of leave in accordance with the salary rates and working conditions then prevailing.

4. The Employee agrees to remain in such employment with the Board at the sole discretion of the Board for a period ending two years full-time (or the equivalent thereof) after , 198 , unless the Board should terminate such employment as provided in clause 5 hereof.

- 5. In the event that during the period the Employee has contracted to remain in the employ of the Board (as indicated in #3 above),
 - (a) The Board should terminate the Employee's employment with the Board for cause; or
 - (b) The employment with the Board is terminated by the Employee;

The Employee hereby covenants and agrees to repay to the Board that portion of the money paid by the Board with respect to such leave that the length of the contracted service that has not been rendered bears to the total time that the Employee has agreed to remain with the Board under the terms of this Agreement.

- 6. In the event that the Employee fails to carry out the purpose for which leave is granted, the Employee shall pay to the board any monies paid by the Board in respect to the remainder of the leave following the date when the Employee ceased to carry out the purpose of the leave and the Board shall not make any payments to the Employee in respect of the remainder of the leave.

In witness whereof the Board has hereunto affixed its corporate seal duly attested by the hands of its proper officers in that behalf and the Employee has hereunto set her/his hand and seal.

THE BOARD OF EDUCATION
FOR THE CITY OF TORONTO

SIGNED, SEALED AND
DELIVERED in the
presence of

Witness

Chairman

Superintendent of
Personnel

Director of Education and
Secretary-Treasurer

Employee

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