

**COLLECTIVE
AGREEMENT**

Between

Toronto District School Board

And

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

UNIT C

September 1, 2008 – August 31, 2012

11788(09)

Table of Contents

<u>Article</u>	<u>Title</u>	<u>Page</u>
ARTICLE A – DEFINITIONS		8
ARTICLE B – PURPOSE		9
ARTICLE C – RECOGNITION		9
ARTICLE D – MANAGEMENT RIGHTS		10
ARTICLE E – UNION SECURITY		10
ARTICLE F – NO CESSATION OF WORK		11
ARTICLE G – RELATIONSHIP		12
	Union Activity	12
	Permits	12
	Bulletin Boards	12
	Correspondence	13
	Board Policy, Agendas and Minutes	13
	Employee Information	13
	Change of Information	13
ARTICLE H – REPRESENTATION		14
	Labour Management Committee	14
	Negotiations Committee	14
	Stewards' Committee	15
	Absence from Work for Stewards, Members of Committees and Union Officers	15
	Investigating Grievances	15
	Representation for Return to Work, Accommodation or Harassment	16
	Pay Equity/Classification Committee	17
	C.U.P.E. National Representatives and/or Consultants	17
ARTICLE I – GRIEVANCE PROCEDURE		18
	Step 1	18
	Step 2	19
	Arbitration	19
	Group Grievance	20
	Policy Grievance	20
ARTICLE J – PERSONNEL FILES		22
ARTICLE K – DISCIPLINE AND DISCHARGE		23
ARTICLE L – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION		24
	Personal Harassment	24

Violations.....	24
ARTICLE M – HEALTH AND SAFETY	24
First Aid Kits.....	24
ARTICLE N – PROBATIONARY PERIOD.....	25
ARTICLE O – SENIORITY PROVISIONS.....	25
Seniority Lists	27
Temporary Employee	28
Loss of Seniority.....	31
ARTICLE P – POSTING AND PROMOTION PROCESS	32
Rates of Pay on Promotion/Reclassification	36
ARTICLE Q – LEAVES OF ABSENCE.....	37
General Leave of Absence.....	37
Leave for Political Activity.....	37
Pregnancy Leave	37
Parental Leave	38
End of Parental Leave.....	39
Definition of Parent.....	39
Benefits and Seniority During Pregnancy and Parental Leave.....	40
Supplemental Employment Benefits (SEB) Plan – Eligibility.....	40
Infant Care/Child Care Leave.....	41
Change of Notice to End Leave	41
Benefits and Seniority During Infant Care/Child Care Leave	41
Return to Work from Pregnancyand/or Parental and/or Infant Care/ Child Care Leaves.....	42
Leaves of Absence for Full-time Union Duties.....	42
Short Duration Union Leaves.....	42
Leaves of Absence for Union Conventions and Seminars.....	43
Return from Leaves.....	44
Self Funded Leave Plan.....	44
Family Medical Leave.....	44
Family Medical Leave - Supplemental Employment Benefits (SEB) Plan – Eligibility..	46
ARTICLE R – SICK LEAVE CREDIT AND GRATUITY PLAN	47
Eligibility.....	47
Bereavement Leave for Employees not covered by the Sick Leave Credit & Gratuity Plan.....	47
ARTICLE S – BENEFITS.....	47
Eligibility.....	47
Change of Status.....	47
Semi-Private Hospital Care Plan.....	48
Extended Health Care Plan.....	48
Dental Care Plan	49
Long Term Disability Plan	50
Group Life Insurance Plan	51
L.T.D. Superior Benefits.....	52

Provision for Retired Employees	52
Continuation of Benefits on Layoff	52
Brochures	52
Copy of the Employee Benefits Plans	52
E.I. Premium Rebate	52
ARTICLE T – PAID HOLIDAYS.....	53
Eligibility.....	53
Paid Holiday Entitlement	53
ARTICLE U – VACATION	54
Eligibility.....	54
Vacation Entitlement	55
Continuous Service	56
Vacation Scheduling	57
Previous Service	57
Illness, Accidents and Leaves during Vacation	57
Vacation Pay Upon Termination	58
ARTICLE V – TRAINING	58
Standard First Aid and/or CPR Training	58
Educational Allowances	59
Professional Development/Activity Days.....	59
ARTICLE W – HOURS OF WORK	59
Length of Work Day/Normal Work Day/Start Time.....	60
Rest and Lunch Periods.....	62
Running Lunch.....	62
Shift Premiums.....	62
Overtime	62
Distribution of Overtime.....	63
Lieu Time.....	63
Work Outside Regular Hours of Work	64
Notice of Cancellation of Permit.....	65
Overnight Visit	65
Food Services	65
ARTICLE X – ALLOWANCES.....	66
Travel Allowances	66
Car Allowances	66
Uniforms and/or Footwear.....	68
Allowance for Emergency Replacement Person in Occasional Teaching	68
ARTICLE Y – WAGES.....	69
Errors in Pay.....	70
Wage Protection.....	70
Deductions from Pay.....	70
Issuance of Record of Employment.....	70
Retroactivity.....	70
Information on Pay Stubs.....	71

ARTICLE Z – PENSION PLANS.....	71
ARTICLE AA – JOB SECURITY.....	71
Contracting Out.....	71
Volunteers.....	72
Technological Change.....	72
ARTICLE BB – SURPLUS/TRANSFER/BUMPING/LAY-OFF/RECALL PROCEDURES.....	74
Definitions.....	74
General Provisions for the Surplus/Transfer/Bumping/LayOff/Recall Procedures.....	75
Provisions Specific to Special Needs Assistants.....	76
Provisions Specific to Individual Student Support Assistants (ISSA-SIP).....	78
Provisions Specific to Contracted Services.....	79
Provisions Specific to Itinerant Music Instructors ("IMIs").....	79
Provisions Specific to Lunchroom Supervisors.....	92
Seniority Disputes – All Categories.....	93
Declaration of Site Surplus.....	93
Surplus Transfer Procedures - General Provisions.....	95
Surplus Transfer Procedures.....	96
Surplus Bumping Procedures – General Provisions.....	97
Surplus Bumping Procedures.....	99
Layoff.....	99
Recall.....	101
ARTICLE CC – GENERAL.....	103
Successor Rights.....	103
Administer Medication.....	103
Professional Fees and Licenses.....	104
Schedules and Appendices.....	104
ARTICLE DD – DURATION AND TERMINATION.....	104
ARTICLE EE – ACCOMMODATION.....	105
Accommodation During Pregnancy.....	105
ARTICLE ZZ – RESTRUCTURING.....	106
APPENDIX A.....	118
Schedule of Wages.....	118
APPENDIX B-1.....	120
Supplemental Employment Benefits (SEB) Plan.....	120
APPENDIX B-2.....	122
Supplemental Employment Benefits (SEB) Plan Compassionate Care Benefits.....	122
APPENDIX C.....	124
Self-Funded Leave Plan.....	124

APPENDIX D	128
Sick Leave Credit and Gratuity Plan.....	128
Part I – General.....	128
Part II – Credits from Previous Plans and Transfers.....	130
Part III – Absence Due to Illness with Deductions from Credits.....	130
Part IV – Absence With Payment Under the <u>Workplace Safety and Insurance Act</u> ..	131
Part V – Sick Leave Credit Gratuities.....	131
Part VI – Miscellaneous Leave.....	133
Part VII – Special Leave.....	134
APPENDIX F	136
Exclusions.....	136
APPENDIX G	140
Training.....	140
LETTERS OF UNDERSTANDING AND LETTERS OF INTENT	142
1. Allowance For Emergency Replacement In Occasional Teaching.....	142
2. Attributed Hours Of Insurable Employment For Itinerant Music Instructors.....	142
3. Electronic Postings Implementation Committee.....	142
4. Job Description.....	143
5. Ontario Health Insurance Plan (O.H.I.P.).....	143
6. Personal Services.....	143
7. Pilot Project for Pay-Direct Drug Card System-Guiding Principles.....	143
a. Early Learning Program.....	146
SCHEDULE B – UNIT C POSITIONS AS AT JUNE 2008	149
Board Services.....	149
Business Development.....	149
Business Services.....	150
Contracted Services and Partnership Development.....	151
Employee Services.....	152
Facility Services.....	153
Information Technology.....	154
School Based Positions.....	156
School Services.....	158
INDEX	162
LETTERS OF UNDERSTANDING AND LETTERS OF INTENT WHICH DO NOT FORM PART OF COLLECTIVE AGREEMENT 2008 - 2012	167
1. Emergency Replacement Persons.....	167
2. Emergency Replacement Persons Salary Rate.....	168
3. Pay Equity/Classification.....	168
4. Provision Of Information In Respect Of Employee Benefits.....	169
5. Re-Numbering And Formatting Of Collective Agreement.....	170

ARTICLE A – DEFINITIONS

- A.1 “Employer” means the Toronto District School Board.
- A.2 “Union” means the Local 4400, Canadian Union of Public Employees (Unit C)
- A.3 A “Union Representative” means an Employee designated by the Union and/or recognized under the provisions of the Collective Agreement.
- A.4 “Predecessor Board” means, The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
- A.5 “OMERS” means, Ontario Municipal Employees Retirement System.
- A.6 “Employee” or “Employees” in this Agreement, unless clearly specified as otherwise, shall mean the Employees of the Employer for whom the Union is the bargaining agent as set out in Article C.
- A.7 “Vacancy” is a permanent position in the Bargaining Unit which is, or has become, vacant because (a) it is a new position, or (b) as a result of the promotion, retirement, resignation or death of the previous incumbent.
- A.8 “Project or Undertaking”: The Employer will be required to identify the particular and specific purpose for which an Employee is hired and that the purpose is limited and defined in scope. i.e. the Employer may require that there be an increase in the number of persons hired on a temporary basis in order to address a specific identified problem or a particular project or undertaking which could not be addressed using available staff. A project or undertaking is not deemed as someone performing the normal requirements and normal duties or workload of the Employer. Nothing in the foregoing prevents the engagement of peak load staff in School and Central Administrative offices.
- A.9 A position is defined as an “acting” position when it is a permanent position in the Bargaining Unit which has become temporarily vacant due to the temporary reassignment of the permanent incumbent or because the permanent incumbent is on approved leave of absence.

- A.10 "Working Days" as it applies to timelines in the Collective Agreement, shall be Monday – Friday inclusive, excluding Holidays unless otherwise specified.
- A.11 "Spouse" includes a common-law partner of the same or opposite sex.
- A.12 "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 representing all Employees employed by the Employer as office, clerical, secretarial, technical staff, educational assistants, aquatic, health care, food services staff, itinerant music instructors and school support staff, save and except persons set out in Appendix F and persons in job classifications in Salary Schedule II, Grade Level 7 and above, co-op students and students employed during the school vacation period, Continuing Education Instructors, and persons providing Before School and After Four Programs, Per Diem Employees and any positions which are covered by another collective agreement.

- C.1.1 For clarity, it is understood that night school office, clerical and technical Employees, hall monitors, Alternative Program Representatives, Job Coaches, LBS/ESL Outreach Workers, Volunteer Facilitators, Classroom Co-ordinators and Program Facilitators are included in this bargaining unit.
- C.1.2 For further clarify, it is understood that excluded security Employees listed in Appendix F, #81, will not perform the work of the "D" Unit beyond the nature and extent to which they currently perform the work.
- C.1.3 Any position which exists as of the date of the signing of this Memorandum of Settlement which is not specifically identified as excluded will be included in the bargaining unit whether or not the position is currently filled. It is understood that this is without prejudice to the position of the Employer to seek exclusion of the position once filled.
- C.1.4 With respect to Employees occupying the positions of school-based Office Managers, Head Secretaries, Office Managers, or however the position is described, it is understood that such Employees will continue to monitor and evaluate the conduct and performance of school office staff, participate in hiring interviews and make recommendations to hire.

ARTICLE D – MANAGEMENT RIGHTS

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

ARTICLE E – UNION SECURITY

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

- E.1.1 All dues or assessments so deducted shall be remitted to the Union no later than the fifteenth (15th) day of the month following the month in which such deductions are made together with a list of the names of all Employees from whose pay dues or assessments were so deducted. The list will also include the Employee's job title(s), earnings, hours worked and dues deducted if any for the Employee's position(s) within the bargaining unit.
- E.2 The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union.
- E.3 All Employees covered by this Agreement, as a condition of employment, shall become and remain members in good standing of the Union according to the Constitution and By-Laws of the Union. New Employees of the Employer covered by this Agreement, shall become members in good standing in the Union within ten (10) working days of first being continuously employed by the Employer.
- E.3.1 Notwithstanding anything contained in Clause E.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- E.4 The Employer shall show the total amount of Union dues and assessment paid during the previous calendar year on the T4 slip of each Employee.
- E.5 The Employer agrees to acquaint new Employees with the fact that a Union agreement is in effect and with the conditions of employment set out in the Articles dealing with Union Security and Dues Check-off.
- E.5.1 In addition, the Employer agrees to provide a Union representative an opportunity to meet with new Employees within the first three (3) weeks of employment to acquaint the new Employee with the duties, responsibilities and rights of Union membership.

ARTICLE F – NO CESSATION OF WORK

- F.1 The Employer agrees that there shall be no lockout of Employees and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.

- F.2 In the event of a strike by other employees of the Board, no Employee covered by this Collective Agreement shall be required to perform any duties normally and regularly performed by those other employees of the Board.
- F.2.1 This shall not preclude participation of the Employee in duties associated with student safety, neither does this preclude the Employee from continuing to perform the duties of his/her position that would normally be assigned.

ARTICLE G – RELATIONSHIP

Union Activity

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

Permits

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

Bulletin Boards

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

Correspondence

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

Board Policy, Agendas and Minutes

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

Employee Information

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

Change of Information

- G.9.1 The Employer will provide the Union, on a quarterly basis, with a list of the names and addresses, and Employee number of Employees newly hired (permanent or temporary), on leave, or terminated as a result of resignation, retirement or death and Employees on layoff with recall rights.

ARTICLE H – REPRESENTATION

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

Labour Management Committee

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

H.2.1 The Committee shall be equally comprised of up to six (6) Employer representatives and up to six (6) representatives who are members of the bargaining unit. Meetings will be held at mutually agreed upon times with a minimum of ten (10) meetings per calendar year. 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.

H.2.4 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Labour Management meeting.

Negotiations Committee

H.3 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of eight (8) bargaining unit members. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer's representatives held during the Employee's regular working hours. The Union has the right to have up to an additional five (5) members, including Union Officers, on the Negotiating Committee at no cost to the Employer.

- H.3.1 Upon seventy-two (72) hours notice to the Employer, members of the Negotiating Committee may access the Union's negotiations prep bank to prepare for negotiations and will be paid by the Employer for their regularly scheduled hours of work at their regular rate of pay. The bank shall be established at a level of seven hundred (700) hours during the term of this Agreement. It is understood that release for preparation shall be for not less than half (½) a day (i.e. morning or afternoon). Additional leaves of absence, without pay, for the Negotiating Committee to prepare for negotiations may be granted by the Employer. Approval will not be unreasonably withheld.

Stewards' Committee

- H.4 The Union may appoint or otherwise select up to eighty (80) Stewards.
- H.4.1 The Union shall notify the Employer, in writing, of the names of the Stewards that have been selected and the jurisdiction of each Steward. The Employer shall not be required to recognize any such Stewards until it has been notified by the Union of the appointment. This list will be revised as changes occur.

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

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

Investigating Grievances

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

- H.5.2 Any abuse of the privilege of “investigating a grievance” may result in the Employer withholding permission for the Steward or the Union Official to leave work but the Steward may still attend the meetings stipulated in Article I as the Union representative. The Union may grieve the Employer’s withholding permission by the Employer and the duration of such withholding.
- H.5.3 The Steward, member of the Committee or Union Officer shall also advise the designated supervisor of the time he/she expects to be absent from work and shall notify that designated supervisor if unable to return to work at the expected time. The Steward, member of Committee or Union Officer will also notify the designated supervisor when he/she returns to work.
- H.5.4 Where a Steward, Committee Member or Union Officer is permitted to be temporarily absent from his/her regularly scheduled hours of work, he/she shall receive his/her regular rate of pay during such absence provided that the Employer shall not be obliged to make any payment for time spent outside his/her regular hours of work unless agreed upon by the Employer.
- H.5.5 It is understood the past practices of the Employer, predecessor Boards and the Union prior to September 1, 1999 in granting permission shall not be relevant or binding on the Employer or the Union.
- H.5.6 This provision shall not affect, in any way, time granted off under Board policies, programs, procedures or in respect of statutory requirements.

Representation for Return to Work, Accommodation or Harassment

- H.6 Employees may be represented by a Union Steward, a Union representative who is a member of the Union's Executive on Union leave, or one (1) 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 eight (8) Employer and eight (8) Union representatives to;

- (i) develop a gender neutral comparison system;
- (ii) determine rates of pay for restructured and new jobs within the Bargaining Unit; and
- (iii) review existing Pay Equity Plans applicable to Employees in Unit C, and to develop a single Pay Equity Plan applicable to the Unit C Bargaining Unit; and
- (iv) develop a process for the joint ongoing maintenance of Pay Equity which will include the review and determination of rates of pay for new and significantly changed job classifications.

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

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

C.U.P.E. National Representatives **and/or** Consultants

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

ARTICLE I – GRIEVANCE PROCEDURE

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

Step 1

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

Step 2

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

Arbitration

- I.6 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a board of arbitration, as provided for below, at any time within twenty-one (21) working days of the written response of the appropriate designated management representative;
- I.6.1 Such referral shall be made in writing to the person designated by the Employer.
- I.6.2 The Board of Arbitration will be composed of one (1) person appointed by the Employer, one (1) person appointed by the Union, and a third person to act as Chair chosen by the other two (2) members of the Board. If they are unable to agree on the appointment of a Chair, either nominee may request the Minister of Labour to make such an appointment.
- I.6.3 The parties may agree in writing to refer the matter to a single arbitrator instead of to a Board of Arbitration. If the parties are unable to agree on the appointment of the arbitrator, either party may request the Minister of Labour to make such appointment. The parties recognize that it is desirable that the single arbitrator be selected and the hearing be scheduled as expeditiously as possible.
- I.6.4 No person may act as an arbitrator or nominee who has been involved in an attempt to negotiate or settle the grievance except where both parties are agreeable to mediation by the arbitrator or arbitration board.

- I.6.5 No matter may be submitted to arbitration which has not been properly carried through all requisite steps of the Grievance Procedure unless agreed to by the parties. This does not preclude either party from proceeding to expedited arbitration under the Labour Relations Act.
- I.6.6 The arbitrator or arbitration board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify, add to or amend any part of this Agreement.
- I.6.7 The decision of the board of arbitration or sole arbitrator shall be final and binding. A majority decision of a board of arbitration shall be final and binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.
- I.6.8 Each party shall bear the expense of its own nominee and the parties will share equally the expenses of the single arbitrator or the Chair of the arbitration board. Each party shall otherwise be responsible for its own expenses. Witness fees and allowances shall be paid by the party calling the witness.

Group Grievance

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

Policy Grievance

- I.8 Should any difference arise between the Employer and the Union as to the interpretation or alleged violation of this Agreement which could not be grieved as an individual grievance under paragraph I.2, or a group grievance under paragraph I.7, the Union shall have the right to file such a policy grievance within twenty (20) working days after a Union steward or any officer of the Union became aware or ought to have become aware of the occurrence giving rise to the grievance. All such grievances shall be filed at Step 2 of the

Grievance Procedure as provided in this Article. The grievance shall be in writing and shall include the circumstances giving rise to the grievance, the remedy sought, and should include the provisions of the Agreement generally to be relied upon.

- I.9 A claim by an Employee that he/she has been unjustly discharged shall be treated as a grievance if a written statement of such grievance is lodged with the Employer under this Article at Step 2 of the Grievance Procedure within twenty (20) working days after the date of discharge or after written notice of termination has been provided to the Employee and the Union whichever is later.
- I.9.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
 - I.9.1.1 Confirming the Employer's action: or
 - I.9.1.2 Such other arrangement as is acceptable to the parties or as is determined to be just and equitable by the arbitrator or arbitration board pursuant to the provisions of the Labour Relations Act.
- I.10 Where no written response has been given within the time limits specified in this Article, the grievance may be submitted to the next step of the Grievance Procedure, including arbitration.
- I.11 The parties acknowledge that the time limits set out in both the grievance and arbitration procedures shall be complied with except by mutual agreement (to be confirmed in writing) to extend them.
- I.12 No adjustment under the grievance or arbitration procedure shall be made retroactive prior to the date that the grievance was formally discussed under this Article or presented to the Employer, or if applicable, the date of the alleged violation, providing it does not exceed the time limits set out in this Article.
- I.13 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance, identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two (2) representatives of the Union shall meet with the Executive Superintendent of Employee Services or designate and other Employer representatives, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either party to arbitration as provided in this Article. At any stage of the grievance

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

ARTICLE J – PERSONNEL FILES

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

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

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

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

ARTICLE K – DISCIPLINE AND DISCHARGE

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

K.2 Any Employee covered by this Agreement, called before Management to be interviewed concerning any matter that might reasonably be anticipated to result in disciplinary action to the Employee, shall have the right to two (2) representatives designated

by the Union present. Where feasible, forty-eight (48) hours notice is to be given and Union representatives must be present.

ARTICLE L – PROTECTION AGAINST HARASSMENT AND DISCRIMINATION

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

Personal Harassment

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

Violations

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

ARTICLE M – HEALTH AND SAFETY

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. The 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 four (4) months of service actively performing the essential duties of the job and will have no seniority rights during that period.
- N.3 During the probationary period the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee and such probationary new Employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary Employee than to an Employee who has completed their probationary period.
- N.4 After successful completion of the probationary period, an Employee's seniority will date back to the day on which the Employee's continuous service began.

ARTICLE O – SENIORITY PROVISIONS

- O.1 Seniority shall be the date on which an employee was last hired to a period of continuous service with the Employer and/or predecessor Boards if the Employee was in a position within the bargaining unit as defined by the Ontario Labour Relations Board (Board File #4605-97-PS) as at June 8, 1998.

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

seniority list being completed and made available in their work location. Thereafter, the employee shall submit such claim in accordance with the provisions of this agreement and shall provide appropriate proof to support the application of this provision should such be requested by the Employer; or

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

Seniority Lists

- O.7 The Employer shall provide to work sites and to the Union updated seniority lists on September 30th and January 31st each year. A copy of the list in electronic form will also be given to the Union. A copy of such list will be made available for review in written and electronic form where applicable at each work location.
 - O.7.1 The Employer shall maintain two (2) separate seniority lists as follows:
 - O.7.1.1 List A shall include all Employees, except temporary Employees, who hold positions which are regularly scheduled for a period of greater than ten (10) hours per week:
 - O.7.1.2 List B shall include all Employees, except temporary Employees, who hold positions which are regularly scheduled for a period of ten (10) hours per week or less.
 - O.7.2 It is understood that Employees who work in more than one (1) position with regularly scheduled hours within the bargaining unit shall have their regularly scheduled hours of work combined for the purposes of determining whether they are to be included on List A or List B.
 - O.7.3 It is understood that persons such as Hall Monitors and LINC Employees fall either within List A or List B depending on their hours of work.
 - O.7.4 Seniority lists shall contain the Employee's name, seniority date, job classification, wage classification, coded work location,

scheduled hours of work per week, and work year. Seniority lists provided to the Union shall include the Employee's work location and Employee number. The Parties will endeavour to use the Employee number on all correspondence respecting the Employee.

- O.7.5 An Employee shall advise the Union, in writing, of any objections to Seniority List A or Seniority List B within thirty (30) working days of the distribution of the list in the work location. The Union and the Employer shall meet within thirty (30) calendar days beyond the dispute period to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained on the Seniority List. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employer and the Union agree to an Expedited Arbitration Process, as set out in Article O.10.
- O.7.5.1 A Seniority Committee shall be established in order to implement provisions set out in O.7.5. The Committee will be comprised equally of up to three (3) Union and three (3) Employer representatives.
- O.7.5.2 The Union will advise the Employer's representative(s) on the Seniority Committee that a dispute has been received, in order for the Employer to investigate. The Employer will investigate the dispute and advise the Union of the results of the investigation. The Union will advise the Employer's representative(s) of any unresolved disputes to be forwarded for resolution through the Expedited Arbitration Process, as outlined in Article O.10.
- O.7.6 Disputes arising from the January publication of the seniority lists, from Employees who are impacted by the annual staffing allocations, will be resolved prior to starting the placement process. Where the seniority disputes of Employees affected by the annual staffing allocations are not resolved, the Union and Employer shall mutually agree on a seniority date to be used for the staffing process and the Employer shall rely on such date for the purpose of any placement. All other disputes may be held for consideration subsequent to the staffing process, but prior to the publication of the September seniority lists.

Temporary Employee

- O.8 A "temporary Employee" is:

O.8.1 an Employee who works in excess of thirty (30) working days and is:

- a) replacing a List A or List B Employee who is absent for reasons other than approved Long Term Disability for a period of up to two (2) calendar years, or
- b) replacing a List A or List B Employee who is absent on Long Term Disability for a period up to the equivalent of two (2) calendar years but which may be extended, if the insurer's decision on Long Term Disability is delayed, for a further period of up to two (2) months by mutual agreement,
- c) working in a project or undertaking

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

- d) is working, pending filling an identified vacancy.

O.8.2 Temporary Employees shall not accrue seniority nor shall they be covered by the Seniority Provisions of this Agreement. However, temporary Employees shall be required to pay union dues and shall also be entitled to apply for any posted position, and shall be considered for such position in accordance with the provisions of the Collective Agreement, in the event that the job is not awarded to a person on either List A or List B. For purposes of seniority, a Temporary Employee who subsequently becomes a Seniority List A and/or Seniority List B Employee, shall receive, in accordance with N.1 and/or N.2 and the definition of Seniority in Article O, credit for periods of employment as a Temporary Employee.

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

- O.8.4 A temporary Employee shall only become a List A or List B Employee if: a) the temporary Employee is the successful applicant for a job posting for a permanent position, or b) the temporary Employee has been employed for a period in excess of two (2) continuous calendar years in the same assignment. In situations specifically arising from the application of O.8.4b, the Employer agrees to provide to the Labour Management Committee the names of any temporary Employees who are within 60 (sixty) days of achieving the two (2) continuous calendar years threshold.
- O.8.5 A temporary Employee who does not actively work for any period within a period of twelve (12) months (September 1 to August 31 of the following year), will cease to be a temporary Employee.
- O.8.6 Until such time as the Employer introduces a computerized dispatch system, the Employer shall make available to schools and departments on a regular basis a list of temporary Employees.
- O.8.7 Should the Employer consider that the pool of available temporary Employees is insufficient to meet the replacement needs of the Employer, the Employer will meet with the Union before hiring.
- O.8.8 A List A or List B part-time Employee may also work as a temporary Employee for the unassigned portion of the Employee's work day without the requirement to first complete thirty (30) days of successful employment as a per diem (casual) employee as set out in O.8.10.
- O.8.9
- a) A temporary Employee shall be paid at the minimum step of the grid at which he/she works.
 - b) Notwithstanding O.8.9 a) above, a List A or List B part-time Employee, who works as a temporary Employee in the Employee's List A or List B own job classification, shall be paid initially at the minimum rate for a temporary Employee as described in O.8.9 a) above, and the Employee will receive a retroactive adjustment for the difference between the Employee's List A or List B rate and the temporary rate described in O.8.9 a) above.
- O.8.10 Notwithstanding the clauses set out above, the Employer may employ per diem (casual) employees who, after thirty (30) working days of employment, shall become temporary Employees as defined above.

Loss of Seniority

- O.9 Unless otherwise provided in this agreement, seniority shall terminate, and termination of employment shall be confirmed when an Employee:
- O.9.1 quits for any reason;
 - O.9.2 is discharged and not reinstated through the grievance or arbitration procedure or otherwise;
 - O.9.3 has been absent from work without permission for more than three (3) consecutive working days without reasonable excuse;
 - O.9.4 has been laid off and subsequently notified by registered mail of recall to work and fails to return to work on the date of recall unless:
 - O.9.4.1 the Employee notifies the designated representative of the Employer within five (5) days of the scheduled date of recall that he/she is intending to return to work: and
 - O.9.4.2 the Employee is unable to report to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause.
 - O.9.5 has been on layoff for a period of twenty-four (24) consecutive months; and
 - O.9.6 fails to return to work immediately upon the expiration of a leave of absence without reasonable cause.
- O.10 When the Seniority Committee is unable to resolve a dispute, filed under O.7.5, the Employer and the Union agree to resolve such disputes, not through the grievance procedure in accordance with the Collective Agreement, but through an Expedited Arbitration Process.
- O.10.1 The Employer and the Union will agree to a single arbitrator for the hearing of these disputes. The cost of the arbitrator will be shared equally by the parties.
 - O.10.2 This procedure will be adjudicated in an informal manner.
 - O.10.3 Employees will be required to present evidence which may be documentary or testimonial. Testimonial evidence would be under oath or affirmation.

- O.10.4 Employees will be required to explain the nature of the dispute and present any evidence they may have.
- O.10.5 The Employer and the Union will not necessarily make any submissions other than the documents used to support the Employer determined date or records the Union has received from the Employee.
- O.10.6 A joint statement of agreed facts that pertain to all the disputes will be provided to the arbitrator.
- O.10.7 An Employee who fails to attend the scheduled Expedited Arbitration will have their seniority date confirmed as established by the Seniority Committee records.
- O.10.7.1 Notwithstanding O.10.1, an Expedited Arbitration date will be rescheduled if the Employee's failure to attend the Expedited Arbitration Process, in O.10.1, was due to:
 - O.10.7.1.1 illness: or
 - O.10.7.1.2 a failure by the Employer to release the Employee to attend the arbitration: or
 - O.10.7.1.3 any other reason mutually agreed upon by the Union and the Employer.
- O.10.8 The Arbitrator's findings shall be conclusive and binding.
- O.10.8.1 Notwithstanding O.10.8, the Union may reopen a dispute under O.7.5 should an Employee have new information not previously relied upon.
- O.11 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 Subject to P.12, whenever the Employer decides to fill a newly created vacancy of greater than ten (10) hours per week or a vacancy in an existing classification of greater than ten (10) hours per week, which is expected to be greater than five (5) months in

duration, the position shall be advertised for a minimum of seven (7) working days in each location of the Employer, and will be placed on the Employer's electronic and/or telecommunications systems, when available, in accordance with the Letter of Understanding - Electronic Postings Implementation Committee. There shall be no job postings during July or August except in circumstances where operations so require in which case the Employer shall make every effort to bring such postings to the attention of interested members of the bargaining unit. Effective September 2011, all postings will be advertised only in an electronic format.

- P.1.1 Vacancies in positions of ten (10) hours or less per week need not be posted but may instead be filled from a Seniority List B Employee's "Request for Transfer". Such requests may designate location preferences. The Employer shall make the appropriate form available to all work locations.
- P.1.2 Job postings will occur at scheduled times throughout the work year and on a schedule of no fewer than three (3) times annually (e.g. September, March and December). The Union will be provided with a schedule of job posting dates. A telephone message line will be activated within thirty (30) days of the ratification of this Collective Agreement to advise callers of the dates of job postings and the location where specific information can be viewed.
- P.2 Projects or undertakings and absences filled through O.8.1 above which are expected to last for more than five (5) months shall be posted in accordance with the posting provisions of this Agreement in order to enable persons within the bargaining unit to apply. At the conclusion of the temporary assignment, the Seniority List A or Seniority List B bargaining unit Employee shall be returned to his/her position or, if no longer existing, to the position to which the returning Employee would otherwise be entitled under the provisions of the Collective Agreement.
- P.3 If a project or undertaking filled through O.8.1 which was not expected to last for more than five (5) months lasts for more than five (5) months, it shall be posted and filled in accordance with this Agreement unless otherwise agreed by the parties. At the conclusion of the temporary assignment, the Seniority List A or Seniority List B bargaining unit Employee shall be returned to his/her position or, if no longer existing, to the position to which the returning Employee would otherwise be entitled under the provisions of the Collective Agreement.

- P.4 If an absence filled through O.8.1, which was not expected to last for more than five (5) months is extended beyond five (5) months, it shall be posted in accordance with the posting provisions of this Agreement in order to enable persons within the bargaining unit to apply, unless the parties otherwise agree. At the conclusion of the temporary assignment, the Seniority List A or Seniority List B bargaining unit Employee shall be returned to his/her position or, if no longer existing, to the position to which the returning Employee would otherwise be entitled under the provisions of the Collective Agreement.
- P.5 Employees on Seniority Lists A and B, as well as temporary Employees, may apply for the posted vacancy. However, applicants from Seniority List B will not be considered for the vacancy unless there is no suitable applicant from Seniority List A. Where there is no suitable applicant from either Seniority List A or Seniority List B, the Employer shall consider Temporary Employees who apply for the vacancy before considering any other applicants.
- P.6 An Employee shall not be entitled to more than one (1) lateral transfer in any six-month period except at the discretion of the Employer. Approval for such transfer will not be unreasonably withheld.
- P.6.1 The provisions of clause P.6 shall not apply to vacancies from a leave of absence or due to illness of an Employee, or any vacancy which is not anticipated to exceed five (5) months. All such vacancies may be filled at the discretion of the Employer.
- P.7 Employees are not eligible to apply for vacancies during the probationary period.
- P.8 Nothing herein shall prevent the Employer from hiring persons from outside the bargaining unit when no qualified Employee applies or requests a transfer (in the case of positions covered by P.12).
- P.9 The format and content of job postings within the same job classification shall be standardized and will state the skills and education required for the position, as well as the shift, hours of work, work year, summary of duties, location, including whether the location is wheel chair accessible, wage rate and the position to whom the position reports and whether the position to be filled is a temporary, acting, or permanent vacancy including the length of the term if it is a temporary or acting position. Copies of all job postings will be provided to the Union at the same time as they are posted in all work locations. The Employer will discuss fully any changes in the advertised skills, duties and education from the previous job posting

with the Union. An otherwise qualified applicant who lacks the educational requirements of the position will have appropriate equivalent related experience considered.

- P.10 Except in the case of BB.24, the Employer may conduct interviews of applicants for the posted vacancy. All interviews of applicants for the posted vacancy shall, wherever possible, be conducted by the same person(s). If the Employer determines that testing is required for the posted vacancy, all applicants to be interviewed will be given the same test(s).
- P.11 Promotion is defined as an appointment that results in a higher wage classification. Promotion to a vacancy posted under P.1 shall be made on the basis of the applicants:
- i) qualifications;
 - ii) ability to perform the normal requirements of the job;
 - iii) performance in his/her current job;
 - iv) seniority; and
 - v) experience relevant to the vacancy posted.
- P.12 Where the criteria listed in P.11 are relatively equal, preference shall be given to the candidate(s) seeking a lateral transfer within their job classification on the basis of seniority.
- P.13 The name of the successful applicant will be provided to the other applicants who were interviewed at the same time the successful candidate is notified. The Union will be sent written notification of the successful applicant and the other applicants who were interviewed. Any unsuccessful applicant shall, on request, be provided with an opportunity for feedback accompanied by a union representative, if requested. The Employee asking for feedback will be entitled to his/her own ratings on each criteria used in the selection process.
- P.13.1 In notification to the Union of the successful candidate, the Employer will also provide the seniority date of the successful candidate and the competition number.
- P.13.2 The successful candidate for any vacancy shall commence duties within four (4) weeks of official confirmation of the appointment.
- P.14 Copies of all job postings will be provided to the Union at the same time as they are posted in all work locations.
- P.15 Should a posting be rescinded, the Union will be sent a copy of the posting indicating it has been rescinded, and the reason why.

Rates of Pay on Promotion/Reclassification

- P.16 An Employee who is promoted to a position in the bargaining unit with a higher salary scale shall receive a salary adjustment effective on the date the Employee commences performing the duties of such promotion. The amount of such salary adjustment will equal the difference between the Employee's current rate and the minimum step in the higher salary scale. If such adjustment results in an increase of less than five percent (5%), the Employee will receive an adjustment equal to the difference between the Employee's current rate and the lowest step of the higher salary scale which is at least five percent (5%) greater than the Employee's current hourly rate. In no case shall the adjustment exceed an amount equal to being placed at the maximum step of the higher wage classification.
- P.16.1 When the date of the promotion coincides with the date of the annual increment, the salary adjustment for the promotion shall be made first and be followed by the normal increment provided that the new salary does not exceed the maximum rate of the higher wage classification.
- P.17 An Employee temporarily transferred to a position in a higher wage classification for a period of more than one (1) working day shall receive an adjustment equal to the difference between the Employee's current rate and the minimum step in the higher wage classification. If such adjustment results in an increase less than five percent (5%), the Employee will receive an adjustment equal to the difference between the Employee's current rate and the lowest step of the higher wage classification which is at least five percent (5%) greater than the Employee's current hourly rate, but in no case shall the adjustment exceed an amount equal to being placed at the maximum step of the higher wage classification.
- P.17.1 Such adjustment will be for the entire period the Employee was actively at work in the position in the higher wage classification.
- P.18 Vacancies in Continuing Education and Special Education shall be posted prior to the commencement of the summer session. First opportunity for these summer work/assignments will be given to qualified bargaining unit Employees.
- P.18.1 If there are no qualified candidates within the bargaining unit the vacancy may be filled by qualified applicants first from other 4400 members and then by outside qualified applicants.

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 of an Employee who is entitled to take Parental Leave, ends seventeen (17) weeks after the Pregnancy Leave began.
- Q.10 End of Pregnancy Leave if Parental Leave not available – The Pregnancy Leave of an Employee who is not entitled to take Parental Leave ends on the later of the day that is seventeen (17) weeks after the Pregnancy Leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.
- Q.11 End of Pregnancy Leave on Employee notice – The Pregnancy Leave of an Employee ends on a day earlier than the day provided for in Q.9 or Q.10 if the Employee gives the Employer at least four (4) weeks written notice of that day.
- Q.12 Nothing herein precludes an Employee from receiving sick leave pay if 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.26** If an eligible Employee holds more than one **(1)** position with the Employer, such Employee shall only be eligible to collect SEB payments on one **(1)** position.
- Q.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 Care/child Care Leave must be made at the same time as an Employee applies for Parental Leave or not later than thirty (30) days before the Infant Care/Child Care Leave is to begin.
- Q.31 In the application for Infant Care/child Care Leave an Employee must specify the time at which he/she intends to commence his/her Leave and the time at which he/she intends to resume his/her duties with the Employer.
- Q.32 Once Infant Care/child Care Leave has been granted it shall not be extended except at the discretion of the Employer.

Change of Notice to **End** Leave

- Q.33 An Employee who has given notice to end the leave may change the notice to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date.

Benefits and Seniority During Infant Care/child Care Leave

- Q.34 An Employee on Infant Care/child Care Leave may opt to continue payment to his/her share and the Employer's share of contributions to any benefit plans in which he/she is enrolled prior to the commencement of the Infant Care/child Care Leave. Payment shall be made through pre-authorized bank withdrawal.
- Q.35 Seniority shall accrue during Infant Care/child Care Leave.

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

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

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

Leaves of Absence for Full-time Union Duties

- Q.38 An Employee who is elected or selected for a full-time position with Local 4400 CUPE (or CUPE, OFL, CLC) shall be granted a 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 fifteen (15) 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 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 fifteen (15) Employees at any time, Time off for such leaves shall be limited to not more than one hundred and fifty (150) cumulative working days in a calendar year. The approval of such leave may be withheld for reasons related to the requirements of operations. Such approval will not be unreasonably withheld.

Q.40 During any leave for Union Conventions and Seminars, the Employee's regular rate of salary and insured benefits shall be continued by the Employer and the Union shall reimburse the Employer for such costs. If the Union wants the Employees credited with sick leave during such leave, the Union will reimburse the Employer the sick leave so credited based on the pro rata average utilization of sick leave of the unit as a whole for the year previous to the year in which the leave will be taken or based on some other method as the Employer and the Union may agree. For the purposes of the Collective Agreement, such leaves shall be considered leaves without pay.

Return from Leaves

- Q.41 With the exception of Union Leave upon completion of any leave of absence of up to two (2) years, the Employee shall be reinstated to the Employee's former position, if it exists. If the position does not exist or if the leave exceeds two (2) years, the Employee will be placed in a comparable vacant position in the Employee's former wage classification and status, subject to the Employee's skill and ability to perform the normal requirements of the job. If such vacancy is not available the Employee's rights will be as per Article BB. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement.
- Q.41.1 Upon completion of any Union leave of absence, the Employee shall be reinstated to the Employee's former position, if available, and if not available, to the Employee's former wage classification or any other appropriate position in accordance with the redeployment and/or lay-off provisions of the Collective Agreement. During the period of leave, the Employee shall be entitled to apply for any job postings in accordance with the provisions of the Collective Agreement provided the Employee will be available to fill the position as required. 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 (1) Family Medical Leave in respect to the same family member.

Q.43.9 In accordance with the Employment Standards Act or to a maximum of eight (8) weeks whichever is greater, the Employer will continue to pay its share of contributions, to any benefit plans in which the Employee is enrolled prior to his/her commencement of Family Medical Leave, provided that the Employee continues to pay his/her share of such benefits if applicable. On return from

leave, the Employee will be placed in accordance with Article Q.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 (1) position with the Employer, such Employee shall only be eligible to collect SEB payments on one (1) position.
- Q.46** An Employee who has received benefits under the provisions of Appendix B-2 shall sign an agreement with the Employer indicating:
- Q.46.1** that the Employee will return to 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 The Sick Leave Credit and Gratuity Plan included in Appendix D shall apply to full-time and part-time Employees, excluding temporary Employees, working in one or more position(s) regularly scheduled for a minimum of fifteen (15) hours per week: the Plan shall apply to eligible part-time Employees on a pro-rated basis. Sick Leave credits will be earned only in respect of positions regularly scheduled for a minimum of fifteen (15) hours per week or more.

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

R.3 Bereavement leave shall be granted **by** the Director of Education or designate without loss of salary for regularly scheduled hours of employment on three (3) days to an Employee not covered by the Sick Leave Credit and Gratuity Plan at the time of the death of a member of the Employee's immediate family in order for the Employee to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

ARTICLE S – BENEFITS

Eligibility

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

An Eligible Employee is a full-time Employee, who is actively at work or a part-time Employee who is actively at work and is regularly scheduled to work a minimum of fifteen (15) hours or more per week in one or more positions. Employees who are Temporary are not eligible for benefits.

Change of Status

S.2 It is the responsibility of each Employee to advise the Board in writing of any change in marital or family status and to request

changes in benefits coverage within thirty-one (31) calendar days of such change in status.

Semi-private Hospital Care Plan

S.3 The Employer shall provide a Semi-private Hospital Care Plan for eligible Employees. The plan will reimburse one hundred percent (100%) of the eligible expenses.

S.4 For eligible full-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the Employer shall pay 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 The Employer shall provide the appropriate payroll deductions for the Employee's share of the Semi-private Hospital Care Plan premium.

Extended Health Care Plan

S.6 The Employer shall provide an Extended Health Care Plan for eligible Employees which will include payment for eligible expenses as currently provided by the Board's Extended Health Care Benefits.

S.6.1 Subject to a calendar year deductible of twenty-five dollars (\$25) per individual and fifty dollars (\$50) per family, the plan will reimburse one hundred percent (100%) of eligible expenses.

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

S.6.1.1.1 health coverage while outside Canada; and

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

S.6.1.1.3 eyeglasses (or contact lenses) benefits to a maximum of three hundred dollars (\$300) per person per two (2) year period, and

S.6.1.1.4 eye examinations not covered by the provincial health insurance plan will be reimbursed to a maximum of one hundred dollars (\$100) every two (2) years, and

S.6.1.1.5 wigs purchased on a physician's recommendation, which must provide a diagnosis or description of the treatment resulting in the necessity for a wig, up to a lifetime maximum of two hundred and fifty dollars (\$250) per person.

S.7 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:

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

The Employee shall pay the remainder of the premium.

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

Dental Care Plan

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

S.9.1 A Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of five thousand dollars (\$5,000) per person per calendar year, including a nine (9) month dental recall.

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

S.9.3 Eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan, of ten thousand dollars (\$10,000) per person per calendar year;

S.9.3.1 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.9.4 Benefits will be based on the 2003 Ontario Dental Association Fee Guide for General Practitioners. Effective as soon as administratively feasible, following ratification, benefits will be based on the 2004 Ontario Dental Association Fee Guide for General Practitioners.

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

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

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

S.10 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
full-time regularly scheduled hours	Employee

The Employee shall pay the remainder of the premium.

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

Long Term Disability Plan

S.12 The Employer shall contribute one hundred percent (100%) of the premium amount for coverage of eligible Employees under the Long Term Disability Plan. It is understood that eligibility will be determined in accordance with the terms of the Plan and that an Employee must be actively at work to be eligible.

S.13 A new Employee will be subject to a six (6) months eligibility waiting period prior to enrolment in the Long Term Disability plan.

S.14 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be seventy percent (70%) of the Employee's straight time salary as of six (6) months from the onset of disability.

- S.15 Benefits under the Long Term Disability plan shall include annual adjustments effective January 1, for Employees who have received twenty-four (24) payments in the period prior to January 1. The formula for adjustment shall be C.P.I. (Canada Wide 1986 = 100) from September to September minus one percent (1%) with a maximum adjustment to payments of four percent (4%) in any one year. There will be no "double indexing".
- S.16 Subject to the approval of the insurance companies, the Employer's share of the premium of the Semi-Private Hospital Care and the Extended Health Care benefit plans will be continued during the period that an Employee is receiving benefits under the Long Term Disability Plan, provided the Employee had such coverage prior to the onset of disability.
- S.17 In order to maintain benefits under the Long Term Disability plan, the Employee must co-operate with a reasonable and customary treatment plan related to the disability condition when such a treatment plan is recommended **by** the Plan Administrator and approved by the attending physician.

Group Life Insurance Plan

- S.18 For eligible Employees 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.19 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.20 For eligible part-time Employees who elect upon completion of the necessary enrolment forms to participate in the plan, the portion of the premium paid by the Employer shall be determined as follows:

<u>Part time regularly scheduled hours</u>	X	Employer share of premium for a
Full-time regularly scheduled hours		full-time Employee

The Employee shall pay the remainder of the premium.

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

L.T.D. Superior Benefits

S.22 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.23 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.23.1 The retired Employee shall pay the full cost of the benefit premiums

Continuation of Benefits on Layoff

S.24 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.25 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.26 Upon written request by the Union, the Employer will provide a copy of the Insured Employee Benefits Plans.

E.I. Premium Rebate

S.27 In consideration of the provision of the Employee benefits package, the Union, on behalf of the employees, releases the Employer from any obligation it might have hereafter to pay to employees an employment insurance commission rebate available because of the

existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Employer to defray part of the costs of this section.

ARTICLE T – PAID HOLIDAYS

Eligibility

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

a) Employees who are working in positions funded by agencies external to the Employer who have completed three (3) years of continuous service in the current calendar year and are working in one or more position(s) regularly scheduled for a minimum of fifteen (15) hours per week or more will be eligible under Article T.1.

T.1.1 Employees not eligible for paid holidays shall be paid three point four percent (3.4%) of their regular earnings in lieu of paid holiday entitlement.

Paid Holiday Entitlement

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

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

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

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

T.3 In addition to **T.2** eligible Employees will be paid for each holiday they would otherwise have worked as per the following schedule:

- T.3.1 Eligible Employees who have worked the day before or after Canada Day will be paid for Canada Day.
- T.3.2 Eligible Employees who have worked the day before or after the August Civic Holiday will be paid for the August Civic Holiday.
- T.3.3 Eligible Employees who have worked the day before or after Labour Day or who begin the work year the day after Labour Day will be paid for Labour Day.
- T.4 When any of the paid holidays listed in T.2 and T.3 falls on a Saturday or Sunday, the Employer shall designate some other day as a day off with pay for eligible Employees.

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

ARTICLE U – VACATION

Eligibility

- U.1 For the purposes of this Article, an eligible Employee for paid vacation is an active, full-time or part-time Employee, excluding temporary Employees and an Employee who is working in a position funded by agencies external to the Employer, in one (1) or more position(s) regularly scheduled for work for a minimum of fifteen (15) hours per week.
- a) Employees who are working in positions funded by agencies external to the Employer who have completed three (3) years of continuous service in the current calendar year and are working in one or more position(s) regularly scheduled for a minimum of fifteen (15) hours per week or more will be eligible under Article U.1.
- U.1.1 Employees not eligible for paid vacation shall receive four percent (4%) of their regular earnings in lieu of their vacation entitlement in accordance with the Employment Standards Act, R.S.O.1990, as amended, whichever is higher.

Vacation Entitlement

- U.2 Employees taking their vacation prior to June 30th in any year shall only be entitled to that portion of their vacation entitlement which they have earned since the preceding July 1st.
- U.3 All twelve month full-time eligible Employees shall receive in January each year annual vacation entitlement in accordance with the following schedule:
- U.3.1 Vacation credits shall accrue between July 1 and June 30, and, subject to Q.1, shall be prorated for the time an Employee is actively at work.
- U.3.2 Less than one (1) year of continuous service up to June 30th – one (1) day of vacation with pay for each complete month of continuous service prior to June 30th to a maximum of eleven (11) days' vacation with pay.
- U.3.3 one year of continuous service completed as of June 30th – fifteen (15) days:
- U.3.4 nine (9) years of continuous service completed within the current calendar year – twenty (20) days;
- U.3.5 seventeen (17) years of continuous service completed within the current calendar year – twenty-five (25) days:
- U.3.6 twenty-three (23) years of continuous service completed within the current calendar year – twenty-six (26) days;
- U.3.7 twenty-four (24) years of continuous service completed within the current calendar year – twenty-seven (27) days;
- U.3.8 twenty-five (25) years of continuous service completed within the current calendar year – thirty (30) days.
- U.3.9 Continuous service for purposes of vacation entitlement suspended for leaves in excess of one (1) year except for a paid or unpaid leave under the Sick Leave Credit and Gratuity Plan.
- U.3.10 Employees entitled to paid vacation employed on a part-time basis shall be entitled to annual vacation in accordance with the above provisions, but the amount of vacation shall be pro-rated.
- U.4 Full-time eligible Employees who are employed for a specified period of time each year which is less than twelve (12) months, shall receive

in September each year annual vacation in accordance with Articles **U.2** and **U.3**.

U.5 For an Employee who is employed for a specified period of time each year which is eleven (**11**) months or less, vacation shall be taken at Christmas Break, Winter Break and at such other time as may be mutually agreed upon between the Employee and the Employee's Manager/Supervisor/Principal. The balance of any vacation pay shall be paid to such Employee in the first pay period of June. A reconciliation of vacation days earned and vacation days paid will be done prior to the September vacation allotment. Any overpayment of vacation pay shall be deducted from such allotment.

U.5.1 Payment for paid vacation will be made at an eligible Employee's regular straight-time rate for the regular hours normally worked per day in the position.

Continuous Service

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

U.6.1 For the purposes of this article, service shall be deemed to be continuous service where:

U.6.1.1 Service was broken because the work to which an Employee has been assigned ceases during the school year and resumes either during the same school year or the next school year, provided the break is no greater than six (**6**) months. Without limiting the generality of the foregoing this would include the school vacation period; or where the Employee was not actively at work during regular school vacation periods, including summer break, winter break or spring break; or

U.6.1.2 If an Employee has resigned from the Employer or Predecessor Board and is rehired, provided that there was no intervening employment. Such service for vacation entitlement will only be for the period the Employee was employed by the Employer or Predecessor Board.

U.6.1.3 Notwithstanding **U.6.1.2**, if an Employee has resigned from the Employer or Predecessor Board and is rehired and the only intervening employment is as described in **U.8**, the Employee shall be given credit for service for vacation

entitlement for the period the Employee was employed by the Employer or Predecessor Board plus any entitlement under U.8.

- U.6.1.4 For Employees who have part-time service with the Board or predecessor Board and who are on List A, service for the purposes of vacation shall be credited as if the part-time service was full-time service.

Vacation Scheduling

- U.7 Subject to operational requirements, the Employer will endeavour to grant the vacation period preferred by the Employee. Preference and choice of vacation dates shall be determined by seniority. The granting of all vacations shall be at the discretion of and subject to the approval of the appropriate supervisor.

- U.7.1 Where an Employee is unable to use his/her vacation time as a result of the operational requirements of the Employer, the Employee may bank a maximum of one-week (1) unused vacation time from year to year. The Employer may permit Employees to bank a greater period of unused vacation time from year to year in unusual circumstances, in which case approval is to be given by the respective Executive Officer for such additional carry over. This provision shall not apply to Employees who are employed for a specified period of time each year which is eleven (11) months or less, and to whom Article U.5 applies.

Previous Service

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

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

Illness, Accidents and Leaves during Vacation

- U.9 If an Employee has an accident, becomes ill or suffers a bereavement during a vacation period, the accident, illness or

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

Vacation **Pay** Upon Termination

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

ARTICLE V – TRAINING

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

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

Educational Allowances

- V.2 Where an Employee takes an academic or technical course as a result of the request by the Board, he/she shall be compensated for the tuition fee charged for the course. Where an Employee takes an academic or technical education course at his/her own initiative, which course is related to his/her employment, and which course has been specifically pre-approved for that Employee in advance by the Director of Education or his/her designate, he/she shall be compensated for the tuition fee charged for the course provided the Employee completes the course and receives the necessary passing mark.

Professional **Development/Activity** Days

- V.3 School based Employees who are regularly scheduled to work when there is a Professional Development/Activity Day may be requested to participate in a professional activity, and will be paid for their regularly scheduled hours.
- V.3.1 The structure of the professional development day program and agenda shall be developed and determined through mutual agreement by the Labour Management Committee.
- V.4 The Employer recognizes that education is a continuing process. Accordingly, the Employer will provide skills training and professional development opportunities for Employees. The matter will be referred to the Labour Management Committee for discussion.
- V.4.2 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.
- V.4.3 Any time spent attending workshops, courses or programs that have been pre-approved by the Employee's Supervisor/ Manager/ Principal, and that are held during an Employee's regular working hours shall be considered as time worked.

ARTICLE W – HOURS OF WORK

Transition Note: The normal hours of the work week and work year for jobs that have not been restructured shall remain status quo until such time as

they are restructured through the Redeployment/Restructuring process covered in Appendix E of the Collective Agreement.

- W.1** The normal hours of the work week and length of work year for each group of jobs shall be as set out in Schedule B.
- W.2** Notwithstanding **W.1** an Employee whose normal hours of work prior to the signing of this agreement were in excess of those set out in Schedule B shall continue to work such longer hours for one year from the date on which they commence performing the duties of the restructured job, unless otherwise mutually agreed by the Employer and the Union.
- W.3** Notwithstanding **W.1**, an Employee whose normal work year prior to the signing of this agreement was in excess of the work year set out in Schedule B shall continue to work such longer work year for one year from the date on which they commence performing the duties of the restructured job, unless otherwise mutually agreed by the Employer and the Union.
- W.4** In the case of an Employee who is placed in a temporary job prior to accepting a restructured job the following shall apply:
- W.4.1** Notwithstanding **W.1** where an employee whose normal hours of work or normal work year (or both) was (were) in excess of the hours of work set out in the attached Schedule or the work year set out in Schedule B and who is placed in a temporary position following the restructuring, the Employee shall continue to work such longer week and/or work year for one (1) year from the date on which he/she commences performing the duties of the temporary position. It is understood that this one year period will not be disrupted or extended should the employee accept a restructured job, nor is the employee entitled to a further one year period.

Length of Work Day/Normal Work Day/Start Time

- W.5** For Employees whose regularly scheduled hours of work are forty (40) hours per week, the length of the regularly scheduled work day shall be eight (8) Continuous hours, excluding lunch. For Employees whose regularly scheduled hours of work are thirty-five (35) hours per week, the length of the regularly scheduled work day shall be seven (7) continuous hours, excluding lunch. For Employees whose regularly scheduled work week is thirty (30) hours per week, the regularly scheduled work day shall be six (6) continuous hours, excluding lunch.

- W.5.1 The normal days of work shall be Monday to Friday.
- W.5.2 At its discretion, the Employer may implement programs for Summer Hours and/or Flex Hours. Prior to any implementation of such program(s), the matter will be referred to the Labour Management Committee for consultation and discussion.
- W.6 The normal working hours shall fall between 8:30 a.m. and 4:30 p.m. unless otherwise specified in this Collective Agreement.
- W.6.1 Notwithstanding the above, the start time of an Employee may begin between 6:30 a.m. and 10:00 a.m. and, in cases where the Employee's job is one that provides lunch-time supervision, nutrition services or other middle of the day programs, the start-time may begin between 10:00 a.m. and 12:00 noon.
- W.7 The normal hours of work for part-time Employees will be pro rated to the regularly scheduled hours of work for full-time Employees.
- W.8 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- W.9 Notwithstanding the foregoing, for Employees included in the following job grouping, operational requirements may require a work schedule including shifts which may vary from norm. Prior to implementing any new shift schedule the Employer will discuss the matter with the Union at a Labour/Management Committee meeting. Similarly, the Employer will discuss with the Union and give Employees twenty (20) working days notice prior to any significant changes in lunch, rest periods, start and finish times of shifts before putting such changes into effect.

Call Centre Staff
Information Technology Services Staff

For clarity this list is not exhaustive.

- W.9.1 Prior to implementing the normal work week, the length of the work year and, subject to W.9, shifts for new jobs or for jobs which are restructured after the signing of this agreement the Employer shall provide notice to the Union and discuss the matter at a Labour/Management Committee.
- W.9.2 Work schedules for Employees who have not been identified through W.1 including Employees in new restructured positions will be referred to Labour Management for discussion.

Rest and Lunch Periods

- W.10 Employees will be entitled to lunch and rest periods based on hours worked per day as follows. If an Employee works:
- W.10.1 a minimum of two and a half (2½) hours but not more than four (4) hours per day – one paid fifteen (15) minute rest period
 - W.10.2 greater than four (4) hours but less than five and a half (5½) hours per day - one paid fifteen (15) minute rest period and one unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.
 - W.10.3 five and a half (5½) hours per day or more - two (2) paid fifteen (15) minute rest periods and one (1) unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.
 - W.10.4 Despite W.10.1 to W.10.3, Itinerant Music Instructors are not entitled to rest periods.
 - W.10.4.1 Where previously arranged with the Principal, Employees who participate in field trips can be dismissed early to recover lost Rest and/or Lunch Periods.

Running Lunch

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

Shift Premiums

- W.12 All Employees regularly scheduled to work more than 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 five percent (5%) of the regular hourly rate for work on the midnight shift. The afternoon shift means any shift of which fifty percent (50%) or more of the hours of the shift are worked between 3:00 p.m. and midnight. The midnight shift means any shift of which fifty percent (50%) or more of the hours of the shift are worked between midnight and the start of the subsequent day shift.

Overtime

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

- W.13. at a rate of one and one-half times the regular rate of pay for work authorized to be performed:
- W.13. .1 in excess of the maximum daily hours for the Employee's job classification; and/or
- W.13.1.2 on Saturday
- W.13.2 at a rate of double time the regular rate of pay for all work authorized to be performed on:
- W.13.2.1 Sunday and/or
- W.13.2.2 holidays as defined in Article T, in addition to the regular holiday pay.
- W.14 Overtime for an Employee who works part-time in a position that has a standard work day shall be paid:
- W.14.1 at the regular rate of pay for additional authorized hours up to the maximum of the standard work day for a full-time position.
- W.14.2 at the appropriate rate set out in W.13 for:
- W.14.2.1 any hours of authorized overtime in excess of the maximum daily hours for the Employee's job classification and
- W.14.2.2 for all work performed on a Saturday or Sunday

Distribution of Overtime

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

Lieu Time

- W.16 Subject to the approval of the supervisor, Employees shall have the option to receive time off in lieu of authorized overtime hours at the applicable overtime rate.
- W.17 Subject to operational requirements, the Employer will endeavour to grant lieu time at the time(s) requested by the Employee who has accumulated the lieu time. The granting of lieu time shall be subject to the approval of the appropriate supervisor, which approval is subject only to the operational requirements of the Board, and otherwise shall not be unreasonably withheld.

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

Work Outside Regular Hours of Work

- W.22 Subject to Articles W.13, W.14 and W.23, and subject to Article W.17 and the existing practice with respect to the provision of flex time hours for School Community Education Advisors/ Community Liaison Officers/School and Community Education Advisors, authorized work performed by other Employees covered by this Agreement outside their normal hours of work shall be paid at the appropriate rate of overtime. Where such other Employee has left his/her work location at the conclusion of his/her regular hours of work and is subsequently required to re-attend at work by the Employer, he/she shall be paid a minimum of three (3) hours at the appropriate overtime rate provided that the Employee is recalled because of circumstances over which that Employee has no control or which is not due to the Employee's own fault or negligence.
- W.23 Notwithstanding clauses W.13 to W.14 inclusive, Employees who work in a job classification for which there is not a standard work day shall be paid:

- W.23.1 at the regular rate of pay for additional authorized hours up to 7 (seven) hours per day
- W.23.2 at a rate of one and one-half times the regular rate of pay for work authorized to be performed:
- W.23.2.1 in excess of 7 (seven) hours per day; and/or
- W.23.2.2 on Saturday
- W.23.3 at a rate of double time the regular rate of pay for all work authorized to be performed on:
- W.23.3.1 Sunday and/or
- W.23.3.2 holidays as defined in Article T, in addition to the regular holiday pay.

Notice of Cancellation of Permit

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

Overnight Visit

- W.25 Employees who are required to accompany classes on overnight visits shall receive five (5) hours pay at their regular rate of pay for each night of the overnight visit. Such hours shall not be counted towards eligibility for overtime.

Food Services

- W.26 Notwithstanding Articles W.12 to W.13, all Nutrition Services Employees required to stay overnight at the Island Natural Science School shall receive two (2) hours pay at their regular rate of pay for each night they are required to stay. Such hours shall not be counted for eligibility towards overtime.
- W.27 Despite all the above provisions in this Article, Itinerant Music Instructors shall not be eligible for overtime or lieu time, however, shall receive two (2) hours regular pay per concert outside of normal working hours.
- W.27.1 There shall be no loss of pay to Itinerant Music Instructors due to a cancellation of a regularly scheduled class. Itinerant Music

Instructors will continue to report to one of the Employee's regularly assigned schools.

- W.27.2 Itinerant Music Instructors will be paid at the regular rate of pay for staff meetings outside of normal working hours.
- W.27.3 Attendance for Itinerant Music Instructors will be monitored centrally, not by individual schools.
- W.27.4 The direct supervisor for Itinerant Music Instructors will be the Coordinator of Music or designate.

ARTICLE X – ALLOWANCES

Travel Allowances

- X.1 Employees, excluding Itinerant Music Instructors, who are required to use their automobile on approved Employer business shall receive a travel allowance of forty cents (\$0.40) per kilometre. All travel shall be paid on a bi-weekly basis as submitted.

Effective as soon as administratively feasible, the kilometre rate will increase from forty cents (\$0.40) to forty two cents (\$0.42) per kilometre.

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

- X.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) kilometre 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.

Car Allowances

- X.1.3 Effective September 1, 2008, the Employer will pay three hundred and nine dollars (\$309) per year to any Employee who is required as a condition of employment on a posted vacancy to have a

vehicle and use such vehicle to conduct Employer business on a regular basis.

Effective September 1, 2009, the Employer will pay three hundred and eighteen dollars (\$318) per year to any Employee who is required as a condition of employment on a posted vacancy to have a vehicle and use such vehicle to conduct Employer business on a regular basis.

Effective September 1, 2010, the Employer will pay three hundred and twenty-eight dollars (\$328) per year to any Employee who is required as a condition of employment on a posted vacancy to have a vehicle and use such vehicle to conduct Employer business on a regular basis.

Effective September 1, 2011, the Employer will pay three hundred and thirty-eight dollars (\$338) per year to any Employee who is required as a condition of employment on a posted vacancy to have a vehicle and use such vehicle to conduct Employer business on a regular basis.

X.2 Itinerant Music Instructors are not eligible for travel allowance.

X.2.1 Effective September 1, 2009, where an Itinerant Music Instructor is required to travel between schools, a minimum of fifteen (15) minutes up to a maximum of forty-five (45) minutes of travel will be scheduled, according to the following:

- a) 0 to 11 km - 15 minutes
- b) 12 to 14 km - 20 minutes
- c) 15 to 18 km - 25 minutes
- d) 19 to 22 km - 30 minutes
- e) 23 to 27 km - 35 minutes
- f) 28 to 31 km - 40 minutes
- g) 32 or more km - 45 minutes

Such travel time shall be paid at the Itinerant Music Instructor's regular rate of pay.

X.2.1.1 Where an Itinerant Music Instructor claims travel time in accordance with X.2.1, and that travel time is in excess of the 15 minutes minimum, the Itinerant Music Instructor will substantiate the claim for additional time using the internet source agreed upon by the Music Department and the Union. A copy of the estimated time and distance as shown

on the internet source will be attached to timetables when submitted to the Department for approval.

- X.2.2. Employees placed in two (2) work sites through the annual staffing process shall be reimbursed TTC fare for travel to the second site for a period of one (1) year unless the Employee posts or is placed into a full-time position prior to that time. For this purpose, payment will be made in advance, in two (2) equal instalments, by the second pay period in September and the first pay period in February.

Uniforms and/or Footwear

- X.3 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 and/or footwear where Employees are required to wear such uniform and/or footwear at work to perform the normal requirements of the job. Such subcommittee shall be equally comprised of up to three (3) Employer and Union representatives. Meetings of the subcommittee will be held at mutually agreed upon times with a minimum of two (2) meetings per calendar year.
- X.4 The Employer shall supply a uniform at the Employer's expense, to Employees actively at work 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 and thirty-five dollars (\$135) per year or other such amount for each respective job classification as determined by the sub-committee.
- X.5 The Employer shall provide one (1) pair of safety footwear per year to all Employees required to wear such safety footwear at work. The Employer and the Union shall identify each group of employees required to wear such footwear, and determine the amount of reimbursement for each job classification, at the Labour Management sub-committee. Where reimbursement is made, Employees will be required to wear such safety footwear while at work.

Allowance for Emergency Replacement Person in Occasional Teaching

- X.6 When an Employee assumes an assignment in an appointment of an Emergency Replacement Person, she/he shall receive an allowance. The allowance will be equivalent to the difference between what the Employee would have been paid for those hours in which they were acting as an Emergency Replacement Person and the appropriate rate of pay pro-rated for the period of time the Employee is so acting.

- X.6.1 An Employee who assumes an assignment subject to the conditions of X.6 above shall continue to be covered by this Collective Agreement while in the assignment.
- X.6.2 Within sixty (60) working days of the ratification of this Collective Agreement and thereafter by September 30 of each school year, the Employer will advise Principals and the Union of the procedures for obtaining emergency replacement coverage by an Employee in those situations where the usual requirements for obtaining an Occasional Teacher from the Occasional Teacher bargaining unit have been exhausted.

ARTICLE Y – WAGES

- Y.1 Wages shall be paid in accordance with the schedule of wages shown in Appendix A.
- Y.1.1 It is understood that the rates for new and restructured jobs, including jobs created or restructured before or after the signing of this agreement, to which the increases shall apply are the final rates as approved by the Pay Equity/Job Classification Committee.
- Y.1.2 Increments (movement on the wage grid) shall occur on January 1st as follows:
- Y.1.2.1 All new Employees, excluding Temporary Employees, hired into a position on or before September 15th, will move from Step 0 to Step 1 of the grid on the January 1st immediately following the Employee's appointment; movement from Step 1 to Step 2 of the grid will occur on the subsequent January 1st.
- Y.1.2.2 All new Employees, excluding Temporary Employees, hired into a position after September 15th will move from Step 0 to Step 1 of the grid on the second January 1st following the Employee's appointment; movement from Step 1 to Step 2 of the grid will occur on the subsequent January 1st.
- Y.1.2.3 Notwithstanding Y.1.2.1 and Y.1.2.2, effective January 1, 2009, a Temporary Employee who becomes a List A or List B Employee after September 16, 2007, in accordance with Article O.8.4b shall receive credit for the period of continuous employment in that assignment, and will be placed at Step 2 of the grid for that position.

- 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 (1) 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 (1) 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, 2008.

Information on **Pay** Stubs

- Y.8 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.

Technological Change

AA.4 This article shall not apply to matters covered by Appendix "E" to this agreement unless the restructuring of a department or the integration of operations referred to in Appendix "E" involved also a technological change as defined herein, in which case this article applies.

AA.5 Technological change is defined as the introduction of new electronic equipment or mechanization which necessitates the acquisition of new job related skills.

AA.6 When the Employer decides to introduce technological change, five (5) representatives of the Board shall meet with five (5) representatives of the Union to discuss:

- AA.6.1 no later in than twelve (12) weeks prior to introduction of the change
- (i) the working environment of Employees affected by the technological change;
 - (ii) special arrangements which may be necessary to ensure the safe operation of equipment introduced as a result of technological change;
 - (iii) standards and procedures for the ongoing maintenance, inspection and repair of equipment.
- AA.6.2 no later than six (6) weeks prior to introduction of the change
- (i) any reduction in the number of permanent Employees resulting from the technological change
 - (ii) the manner in which AA.7 and AA.8 of this article will be applied to Employees impacted by the technological change.
- AA.7 When technological change is introduced, affected Employees will be given on the job training, or, where appropriate off-site training, without loss of pay, to a maximum of three (3) weeks to acquire the necessary skills required by such change. Where appropriate the Employer may, in its discretion, determine to provide additional training beyond the three (3) weeks.
- AA.8 In the event of technological change, Employees covered by this agreement with two (2) or more years Board seniority whose employment is affected by such change, if they cannot be trained as per AA.7, will be placed in alternative employment with the Board, their rate of pay shall be red-circled, and they will not be terminated or laid-off from employment by the Board as a result of such change.
- AA.9 Where a position covered by this agreement is reclassified to lower level because of technological change,
- a) the wage rate of the Employee in such position, at the time of the technological change, shall be red-circled until the rate of the reclassified position reaches that level.
 - b) the Employee shall be offered other existing vacancies in the same wage classification and status as their previous position prior to reclassifications in accordance with the Employee's seniority and overall qualifications to do the work.
 - c) an Employee who refuses the position offered in (b) shall thereafter receive the rate of pay of the position the Employee then holds.

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

ARTICLE BB – SURPLUS/TRANSFER/BUMPING/LAY-OFF/RECALL PROCEDURES

Definitions

- BB.1 For the purposes of Article BB, the following definitions shall apply:
- BB. .1 “Administrative Region” means the geographic administrative region as determined by the Employer.
- BB. .2 “Administrative *Sub* Region” means a Family of Schools for school-based employees or, in the central department, a smaller administrative unit within an Administrative Region as determined by the Employer.
- BB. .3 “*Annual Rate of Earnings*” means “the straight time hourly rate multiplied by the number of regularly scheduled hours of work per year”.
- BB. .4 “Board Surplus Employee” shall be defined as an Employee identified pursuant to BB.11.9, BB.13 and BB.45.
- BB.1.5 “Contracted Services” are special government programs which are not tied to the school year and which the Employer contracts with another level of government to provide.
- BB.1.6 “District-wide” means throughout all Administrative Regions.
- BB.1.7 “*Information Forms*” are forms on which Surplus Employees provide information to the Employer which is to be used for the purposes of implementing these provisions of the Collective Agreement.
- BB.1.8 “*Job Category*” means a job category defined in BB.3.
- BB.1.9 “*Job Classification*” shall be defined as the job title of a particular position as determined by the Employer.
- BB.1.10 “*Pre-displacement* Administrative Region” is the geographic region in which the Surplus Employee last held a permanent position or was permanently placed.

- BB.1.11 “*Regional Surplus Employee*” shall be defined as an Employee identified pursuant to BB.11.3.
- BB.1.12 “*Site Surplus Employee*” shall be defined as an Employee identified pursuant to BB.20.
- BB.1.13 “*Status*” means regularly scheduled hours of work of the position per week (exclusive of overtime) and length of work year.
- BB.1.14 “*Surplus Employee*” means an Employee identified as a Site Surplus Employee, a Regional Surplus Employee or a Board Surplus Employee.

General Provisions for the Surplus/Transfer/Bumping/LayOff/Recall Procedures

- BB.2 Wherever practicable, the number of changes and disruptions to the operations of the Employer shall be minimized due to the implementation of the procedures in Article BB.
- BB.3 As an organizational method, the implementation of these procedures, except as noted, will be by the following Job Categories:
- office clerical staff
 - technical staff
 - educational assistants (regular program and special education)
 - special needs assistants
 - itinerant music instructors
 - nutrition services staff
 - aquatic staff
 - lunchroom supervisors (regular program) and noon-hour assistants (special education)
 - contracted services
 - school based safety monitors
 - Individual Student Support Assistants (ISSA - SIP)
 - other staff
- BB.4 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. Any conflict in the application of the provisions of this Article will be resolved on the basis of Employee seniority.
- BB.5 A List of Employees to be declared as 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 Employees on the list made available to the Union.

- BB.6** No Board Surplus Employee will be laid off involuntarily while a more junior Employee remains in a position in the same Job Category for which the Surplus Employee has the skill and ability to perform the normal requirements of the job. Probationary and temporary employees will be dealt with in accordance with BB.52 and BB.53.
- BB.7** A Surplus Employee will not be required to transfer or bump, and a laid off Employee will not be required to be recalled, unless otherwise specified, to a position that results in a lower Annual Rate of Earnings (exclusive of overtime) than that which the Employee had in the position from which the Employee was declared surplus.
- BB.8** An Employee's skill, ability and qualifications to perform any job into which the Employee is placed or chooses to be placed in the application of the provisions of this Article shall be determined following twenty (20) working days of the Employee starting in the position or the completion of an appropriate familiarization period or the completion of a period of professional development whichever is later.
- BB.9** For greater clarity, and without limiting the foregoing in such placement situations where a Surplus Employee has been placed in a position within the Employee's Job Category and where he/she has not previously received professional development on a particular process or procedure which is necessary to the new placement, (e.g. computer applications such as EIS, SAP, Trillium, or in student restraint procedures or in student hygiene issues), the Employer shall designate the starting day of the twenty (20) working days stipulated in BB.8 which shall commence no earlier than the completion of the professional development program.
- BB.10** The Information Forms will be made available to Employees as soon as possible. If an Employee does not complete and remit an Information Form, the Union will attempt to contact the Employee to obtain the Form. If the Form is still not provided by the Employee, the parties will implement the provisions of this Article as appropriately as possible in the circumstances.

Provisions Specific to Special Needs Assistants

- BB.11** The following provisions will apply to Special Needs Assistants:
- BB.11.1** No later than June 1 of each year, Administrative Regional allocations will be finalized with specific school assignments.

- BB.11.2** All Special Needs Assistants will be required to provide to the Employer sufficient information to facilitate placements through the Surplus Transfer and Bumping Procedures. Such information will be provided by the Special Needs Assistants on an "Information Form".
- BB.11.3** In the event that the total number of full-time equivalent Special Needs Assistants within an Administrative Region is reduced, Special Needs Assistants with the least Board seniority assigned within the Administrative Region will be declared as Regional Surplus Employees.
- BB.11.4** In filling staff allocations for the next school year, unless the parties otherwise agree in exceptional circumstances requiring unique skills, Special Needs Assistants will be placed in their last school locations on a seniority basis unless they have indicated a preference otherwise.
- BB.11.5** In the event that a return to the last school location is not possible or the Special Needs Assistant chooses not to return to the last school, the Special Needs Assistants will be placed, in order of seniority, in accordance with preferences stated on the Information Sheet into schools within the same Administrative Sub Region, unless the Employee indicates otherwise.
- BB.11.6** In the event that a placement under BB.11.5 is not possible, or the Special Needs Assistant chooses not to return to the same Administrative Sub Region, the Special Needs Assistant will be placed, in order of seniority, in accordance with preferences stated on the Information Sheet, into schools within the same Administrative Region, unless the Employee indicates otherwise.
- BB.11.7** In the event that a placement under BB.11.6 is not possible, or the Special Needs Assistant chooses not to return to the same Administrative Region, the Special Needs Assistants will be placed, in order of seniority, in accordance with preferences as stated on the Information Sheet, to schools within any Administrative Region, unless the Employee indicates otherwise.
- BB.11.8** Following placement of Regional Surplus Employees, any remaining vacancies will be posted as assignments to specific Administrative Regions, and where possible, the locations of the initial school vacancies listed.
- BB.11.9** In the event that a Special Needs Assistant is not placed under the above procedure, the Special Needs Assistants will be

identified as Board Surplus and then proceed to the Surplus Bumping Procedures.

- BB.11.10 Once during the school year, the Employer may conduct a review and adjust the staff allocations for Special Needs Assistants at schools, such reallocation to be effective on the first day of school in January. Special Needs Assistants who are required to change school locations as a result of this review will be given written notice by November 15 and are not to be considered as Regional Surplus at this time for purposes of this Article.
- BB.11.11 In the event that the mid-year review results in a reduction to staff allocations of Special Needs Assistants at a school under BB.11.10, the Special Needs Assistant with the least Board seniority at the school will be offered the option of placement into another school where a vacancy for a Special Needs Assistant exists for the remainder of the school year, or if this is not feasible or available, will be assigned to another school within the same Administrative Sub-Region for the remainder of the school year. The Employee will then be considered as assigned to that school for staffing purposes for the remainder of the school year.
- BB.11.12 Recognizing that Special Needs Assistants provide additional staff support to regular classrooms where high needs and/or at risk students are present, in the event that such a student leaves the school for another school within the Employer's jurisdiction, the Special Needs Assistant who has been working most closely with the student may opt to transfer with the student if the transfer of the student results in a Special Needs Assistant vacancy which would otherwise be filled. However, should a Special Needs Assistant at the new school not be readily available to work with the student, the Special Needs Assistant shall move with the student to the new school for a transitional period of up to a maximum of ten (10) working days. The Special Needs Assistant may then be assigned to another school within the same Administrative Sub Region for the remainder of the school year. The Employee will then be considered as assigned to the school to which they were assigned at the start of the school year for staffing purposes.

Provisions Specific to Individual Student Support Assistants (ISSA-SIP)

- BB.12 Once assigned to a specific student, an ISSA - SIP will re-locate with the student if the student transfers to a school within the Administrative Region.

- BB.12.1 Where the student's new school is located in another Administrative Region, the ISSA - SIP will be provided with the option of transferring with the student or being available for another assignment with another student within the Administrative Region.
- BB.12.2 Where the student leaves the school system, the ISSA - SIP will become available for another assignment with another student within the Administrative Region.
- BB.13 Only in the event of a District-wide reduction in allocation for these Job Classifications will Employees be identified as Board Surplus and then proceed to the Surplus Bumping Procedures. For the purpose of the Surplus Bumping Procedures, however, the Employees in these Job Classifications shall be treated as if their Job Category was that of Special Needs Assistant.

Provisions Specific to Contracted Services

- BB.14 Notwithstanding the other provisions of Article BB, Employees working in Contracted Services who are declared site surplus at times other than the dates set out in BB.20 and for whom no equivalent vacancies are available will have the option of being assigned to available temporary assignments and shall maintain the same wage classification, subject to the Employee having the appropriate skills, ability and qualifications to perform the duties of the position, or, if the Employee so chooses, be placed on a leave of absence without pay until the next application of the annual Surplus Transfer and Bumping Procedures and so advised in writing.

Provisions Specific to Itinerant Music Instructors ("IMIs")

BB.15 General

- BB.15.1 The general provisions of article BB will apply to Itinerant Music Instructors ("IMIs") except for articles 34, 34.1, 59, 59.1, 60, 60.1, 60.2 and any other general provision that is in conflict with anything in this paragraph of provisions specific to IMI's.
- BB.15.2 For the purposes of Article BB, the term "Enrichment Group" refers to instruction in the speciality of Band, Strings or Steel Pan Programs or any other music program assigned to this Group by the Board.
- BB.15.3 For the purposes of Article BB, the term "Staff Development Group" refers to instruction in the specialty of ORFF, Vocal or Recorder Programs or any other music program assigned to this Group by the Board.

- BB.15.4 For the purposes of these provisions, the term “program” refers to a program within one of the specialities in either the Enrichment Group or the Staff Development Group. An IMI’s “speciality” is the program or programs in which s/he has most recently been instructing prior to being declared surplus.
- BB.15.5 For the purposes of these provisions, the term “assignment” means all of the hours of instruction assigned to one IMI at a specific school in a specific music program. Accommodation of an assignment within a timetable means not only that the instructional hours will fit within the IMI’s timetable but that the timetable allows sufficient time for travel between assignments.
- BB15.6 Definition of “Owned Hours”**
- BB.15.6.1 The calculation of Owned Hours in Article BB does not include hours assigned on a temporary basis to IMIs in either the Staff Development or the Enrichment Group.
- BB.15.6.2 For the purposes of Article BB, the “Owned Hours” of an IMI hired in the “Enrichment Group” as an Employee on or before May 30, 2003 are:
- i. the instructional hours assigned to the IMI plus one-half (50%) of the travel time attached to those hours as of May 30,2003; plus
 - ii. any additional instructional hours acquired by the IMI subsequent to May 30,2003; less
 - iii. any instructional hours voluntarily relinquished by the IMI subsequent to May 30,2003; and less
 - iv. any instructional hours for which the IMI has been declared surplus and in respect of which the IMI no longer has the right of recall.
- BB.15.6.3 For the purposes of Article BB, the “Owned Hours” of an IMI hired In the “Enrichment Group” as an Employee subsequent to May 30, 2003 are:
- i. the instructional hours assigned to the IMI as of the date of hiring; plus
 - ii. any additional instructional hours acquired by the IMI subsequent to the date of hire; less

- iii. any instructional hours voluntarily relinquished by the IMI subsequent to the date of hire; less
- iv. any instructional hours for which the IMI has been declared surplus and in respect of which the IMI no longer has the right of recall.

BB.15.6.4 For the purposes of Article BB, the “Owned Hours” of an IMI hired In the “Staff Development Group” as an Employee are :

- i. the instructional hours assigned to the IMI as of August 22, 2004; plus
- ii. any additional instructional hours acquired by the IMI subsequent to the date of hire; less
- iii. any instructional hours voluntarily relinquished by the IMI subsequent to the date of hire; less
- iv. any instructional hours for which the IMI has been declared surplus and in respect of which the IMI no longer has the right of recall.

BB.15.7 Qualifications of IMIs

BB.15.7.1 It is understood that all IMIs have been hired to instruct in one or more programs in either or both the Enrichment Group or the Staff Development Group. IMIs shall be considered to be “qualified” in the program to which they have been assigned.

BB.15.7.1.1 The Board shall provide the IMIs with an opportunity to demonstrate proficiency in one or more additional programs on a date to be determined by the Board.

BB.15.7.1.2 An IMI who successfully demonstrates proficiency in more than one program shall be considered as qualified in those programs for the purposes of the application of the transfer, surplus, bumping and recall procedures set out below.

BB.15.7.1.3 In the event that the Board determines on a reasonable basis that an IMI is not sufficiently proficient to be qualified to instruct in additional programs, the Board shall, at the request of the IMI, provide feedback to the IMI and, where possible, suggest additional qualifications which the IMI may acquire.

BB.15.7.1.4 An IMI who was not found by the Board to be sufficiently proficient to be qualified to instruct in additional programs may reapply for an opportunity to demonstrate proficiency on a date to be determined by the Board, provided that s/he is able to first establish to the satisfaction of the Board that s/he has obtained additional relevant qualifications since his/her last application. However, no IMI may reapply more than once annually.

BB.15.8 Provisions Applicable to the “Enrichment Group”

BB.15.8.1 Applications by IMI's in the Enrichment Group for Transfers and Vacancies Prior to the End of the School Year

BB.15.8.1.1 Each year, by a date determined by the Board, and no later than May 15th, school principals will be required to notify the Music Department whether an allocation of instructional hours to the school will be incorporated into the school's day for the following year.

BB.15.8.1.2 Prior to the end of each school year, the Board shall make available to IMIs information on vacancies arising in the following school year because:

- i. IMIs have decided not to return for the following school year by reason of resignation or retirement, or termination by the Board. It is understood that, for this purpose, an IMI who determines not to return to the Board for the following school year must advise the Board no later than May 1st; and
- ii. there is a new assignment(s) in a school for which there have been additional program allocations for the next school year and in which there are no incumbents; and
- iii. assignments, which arose subsequent to the start of the previous school year, had been filled on a temporary basis; and
- iv. other assignments in the previous school year had been filled on a temporary basis.

BB.15.8.1.3 IMIs shall be entitled to apply for such vacant assignments provided that:

- i. they are currently instructing or are qualified in the program in which the vacant assignment arises; and
- ii. the vacant assignment does not result in any increase in the number of Owned Hours for the IMI; and
- iii. the vacant assignment can be accommodated into the IMI's timetable in the next school year.

BB.15.8.1.4 An IMI may choose to drop a current assignment in order to obtain a vacant assignment ("drop and switch") so long as this does not result in an increase to the IMI's Owned Hours. The IMI must clearly indicate the assignment which has been "dropped".

BB.15.8.1.4.1 An IMI may make use of his/her unfilled surplus Owned Hours in addition to his/her filled Owned Hours (ie. hours for which they currently have assignments) in determining the assignment(s) which the IMI may use for the "drop and switch".

BB.15.8.1.5 Vacant assignments shall be awarded to IMIs no later than June 30th on the basis of seniority. Any vacancies created by this process will be made available as part of the surplus procedures set out below.

BB.15.9 Declaration of Surplus IMI from the Enrichment Group

BB.15.9.1 All IMIs, regardless of their assignment(s), shall be given thirty (30) days notice of surplus prior to the end of the school year. This notice will not affect the collective agreement entitlements which an IMI would have otherwise.

BB.15.10 Enrichment Group Timetable Accommodation

BB.15.10.1 Two weeks prior to the end of the work year of the IMIs, all IMIs will attempt to ascertain from their principals whether assignments are planned or anticipated from them at the particular school in the next school year and, if so, what details are available about the assignment (ie. timing, length, etc.) prior to the end of the school year. In September, all IMI's, including those who do not have assignments that fill all of their Owned Hours, shall return to the Board in September and shall, in consultation with school administration and the Music Department, attempt to confirm timetables which fill all of their Owned Hours to instruct in the school(s) to which they were assigned in the previous school

year or to which they have been assigned pursuant to the process set out in paragraph 15.8.1.2. IMIs in Band and Strings shall have two weeks for this purpose. IMIs in Steel Pan shall have one week for this purpose. As soon as IMI's have confirmed their assignments, they will forward to the person(s) designated by the Board the details of their assignments. For those IMIs who have confirmed any assignments, this period is also to be used to get ready for instruction and, where the Board so indicates, to commence instruction.

BB.15.10.2 Upon their return to school at the start of the school year in September, IMI's will be compensated based on the Owned Hours which they worked immediately prior to the end of the previous school year for the periods set out in paragraph 15.10.1. Thereafter, IMI's who are surplus in full or in part shall be paid on the basis of their filled Owned Hours for the current school year and shall continue to be paid at this rate until laid off as set out below. During this same period, eligible IMI's will be entitled to continue to participate in full benefits and shall continue to be covered by the applicable provisions of the Collective Agreement.

BB.15.10.3 If the length of the instructional period(s) in any school to which an IMI has been assigned has been increased as a result of the school's timetable changes, and this increase can be accommodated in the IMIs timetable, the IMI will assume this assignment with a resulting increase in Owned Hours.

BB.15.10.4 If the length of the instructional period(s) in any school to which an IMI has been assigned has been increased as a result of the school's timetable changes, and this increase cannot be accommodated in the IMIs timetable, the IMI may either:

- i. give up the assignment which cannot be accommodated without reducing the IMIs Owned Hours for the purposes of staffing for the following school year or for the purposes of recall following the Roundtable process; or
- ii. give up all assignments and participate in the Roundtable process set out below.

- BB.15.10.5 If the length of the instructional period(s) in any school to which an IMI has been assigned has been decreased as a result of the school's timetable changes, the IMI may either:
- i. take the assignment(s) without reducing the IMI's Owned Hours for the purposes of staffing for the following school year or for the purposes of recall following the Roundtable process; or
 - ii. give up all assignments and participate in the Roundtable process set out below.
- BB.15.10.6 If the timing of the assignment in any school(s) to which an IMI has been assigned has been changed, for example from the morning to the afternoon, and the change cannot be accommodated in the IMI's timetable, the IMI may either:
- i. give up the changed assignment(s) without reducing the IMI's Owned Hours for the purposes of staffing for the following school year or for the purposes of recall following the Roundtable process: or
 - ii. give up all assignments and participate in the Roundtable process set out below.
- BB.15.10.7 Where additional hours in a program ("the new assignment") are allocated to a school in which an IMI is already instructing in that program, one of the following will happen:
- i. if the new assignment can be accommodated in the timetable of the IMI already assigned to the school, the IMI shall assume the new assignment on a temporary basis and there will be no resultant increase in the IMI's Owned Hours. **At** the end of that school year all of the assignments in the school will be considered to be one vacant assignment for the following school year and will be dealt with in accordance with paragraph 15.8.1.2p
 - ii. if the new assignment cannot be accommodated in the IMI's timetable the IMI shall have the option of either:
 - a. continuing with the assignment(s) that s/he had in the school prior to the introduction of the new assignment for the balance of the school year, in which case the Board will fill the new

assignment on a temporary basis and all assignments at the school will be considered to be a single vacant assignment for the following year for the purposes of paragraph 15.8.1.2; or

- b. rejecting all assignments and proceeding to the Roundtable process set out below.

BB.15.10.8 Where a new program, which has no incumbent (“the new assignment”), is established in a school and an IMI already has been assigned to instruct in other programs at the school, one of the following shall occur:

- i. if the new assignment can be accommodated in the timetable of the IMI already assigned to the school and the IMI is qualified to instruct in the new program, the IMI shall assume the new assignment on a temporary basis and there will be no resultant increase in the IMI's Owned Hours. At the end of that school year the new assignment will be considered to be vacant for the following school year and will be dealt with in accordance with paragraph 15.8.1.2; or
- ii. if the new assignment cannot be accommodated in the IMI's timetable or the IMI is not qualified to instruct in the new program, the IMI shall continue with the assignment(s) that s/he had in the school prior to the introduction of the new program and the Board will fill the new assignment on a temporary basis and the new assignment will be considered to be vacant for the following year for the purposes of paragraph 15.8.1.2.

BB.15.10.9 Enrichment Group IMIs shall begin their instructional program for any assignment which has been confirmed at a time determined by the Board.

BB.15.11 Provisions Applicable to IMIs in the “Staff Development Group”

BB.15.11.1 The Board will provide information in the spring to all IMIs in the Staff Development Group regarding those schools which will receive Staff Development Programs in the following school year and the nature and number of the programs to be offered (the “available positions”).

- BB.15.11.2 IMIs in the Staff Development Group will be offered, in order of seniority, the available positions in the following school year to the extent of their Owned Hours and subject to their being qualified to instruct in the particular assignment(s). The IMIs must accept assignments which will enable them to obtain all of their Owned Hours for the following school year.
- BB.15.11.3 After all Staff Development group IMIs have assignments that fill all their Owned Hours for the following school year, or have come as close to doing so as possible, any additional hours that arise as a result of an increase in the number of assignments to schools for the next school year will be offered to IMIs in order of seniority, subject to the IMI being qualified to instruct the particular program.
- BB.15.11.4 Any IMIs who do not fill all of their Owned Hours for the next school year shall be declared surplus to the extent of the Owned Hours to which they have not filled.
- BB.15.11.4.1 Surplus IMIs may elect, prior to the end of the school year, to either:
- i. retain their assignments for the next school year without decreasing their Owned Hours for the purposes of staffing for the next following school year or recall subsequent to the Roundtable process; or
 - ii. relinquish all of their assignments and participate in the Roundtable process set out below.
- BB.15.11.5 IMIs shall begin their instructional program in any assignment which has been confirmed at a time determined by the Board.
- BB.15.11.6 Following the commencement of the school year, the IMIs will have one week to organize and confirm their timetables. If there are assignments which, due to timetable changes, cannot be accommodated in the IMIs timetable, the IMI may either:
- i. retain the assignments which can be accommodated in his/her timetable without decreasing his/her Owned Hours for the purposes of staffing for the next following school year or recall subsequent to the Roundtable process; or
 - ii. relinquish all of his/her assignments and participate in the Roundtable process set out below.

BB.15.12 Roundtable Process Applicable to All IMIs

BB.15.12.1 As soon as possible following the commencement of the school year, the Board shall conduct a meeting (the "Roundtable process") to place all IMIs in both the Staff Development and Enrichment Groups who have elected to participate in the Roundtable Procedure or who have been declared surplus in respect of all of their previous year's assignments.

BB.15.12.2 The assignments available for such placement are:

- i. any additional vacancies that have arisen due to the resignation, retirement etc. of IMIs and which have not otherwise been filled;
- ii. any vacancies created by the transfer of IMIs under paragraph 15.8.1.2;
- iii. any vacancies which remain unfilled following the application of paragraph 15.8.1.2;
- iv. vacancies that become available because an IMI has chosen to relinquish timetables under paragraphs 15.8.1.2, 15.10.4, 15.10.5, 15.10.6, 15.10.7, 15.11.4.1, and 15.11.6.
- v. any other vacancies that may have become available for whatever reason.

BB.15.12.3 An IMI participating in the Roundtable process, regardless of whether s/he has been assigned to the Enrichment or Staff Development Groups shall, in order of seniority, select available assignment(s) which he/she is qualified to instruct in that will fill but not exceed his/her Owned Hours and can be accommodated in his/her timetable, in the following order: fill

- i. from programs to which s/he was most recently assigned that are located in his/her Administrative Sub-region; if there are insufficient assignments to fill his/her timetable, then
- ii. from programs to which s/he was most recently assigned that are located within his/her Administrative Region: if there are insufficient assignments to fill his/her timetable, then

- iii. from programs in which s/he is qualified that are located in his/her Administrative Sub-region; if there are insufficient assignments to fill his/her timetable, then
- iv. from programs in which s/he is qualified that are located within his/her Administrative Region; if there are insufficient assignments to fill his/her timetable, then
- v. from programs to which s/he was most recently assigned that are located in any Administrative Region; if there are insufficient assignments to fill his/her timetable then
- vi. from programs in which s/he qualified that are located in any Administrative Region.

BB.15.12.4 If an IMI refuses to accept an assignment for which s/he is qualified and which can be accommodated into the IMI's timetable without increasing the number of Owned Hours, that IMI will lose the amount of Owned Hours for the future school years represented by this assignment. Nothing herein prevents an IMI from acquiring additional Owned Hours as otherwise permitted in the collective agreement.

BB.15.12.5 The Union shall be entitled to have two representatives at the Roundtable process to monitor the procedure, neither of whom are participating in the process.

BB.15.12.6 IMIs who do not obtain all of their Owned Hours through the Roundtable process or who elect not to participate in the Roundtable process may be assigned by the Board without regard to seniority to any open assignment (the "odds and sods") for which they are qualified, provided this does not increase the number of Owned Hours and can be accommodated within their timetable, and otherwise shall remain surplus in respect of the deficiency and shall be entitled to recall should assignments become available for which they are senior and qualified.

BB.15.12.7 IMIs who chose to relinquish assignments rather than participate in the Roundtable process shall be entitled to be recalled should assignments become available for which they are senior and qualified and the assignments can be accommodated in their timetables.

BB.15.12.8 Information on any assignments which remain unfilled following the Roundtable process or which arise during the school year for that school year, and which are not filled under the recall provisions or any other provisions applying to IMIs, will be made available to all IMIs and will be filled by awarding the assignment to the most senior IMI who:

- a) is qualified to instruct in the program which comprises the assignment,
- b) can accommodate the assignment(s) within his/her existing timetable, and
- c) has provided the requisite advisement to the Board that s/he is interested in the assignment(s).

The Owned Hours of the IMI shall be increased accordingly.

BB.15.12.9 Bumping Procedures

BB.15.12.9.1 Subject to the limits of the IMI's timetable and the IMI being qualified to instruct in the particular assignment(s), an IMI who does not recover all of his/her Owned Hours pursuant to provisions of paragraphs 15.12.1 through 15.12.8 can elect to bump into the assignment(s) of the least senior IMI that most closely replace the Owned Hours lost by the surplus IMI and that are

- i. in a program or programs in which s/he was most recently assigned that are located in his/her Administrative Region: if there are insufficient assignments to fill his/her timetable, then
- ii. in a program or programs in which s/he is qualified to instruct that are located within his/her Administrative Region; if there are insufficient assignments, then
- iii. in a program or programs in which s/he was most recently assigned that are located in any Administrative Region: if there are insufficient assignments to fill his/her timetable then
- iv. in a program or programs in which s/he is qualified that are located in any Administrative Region.

- BB.15.12.9.2 An IMI who elects not to proceed through the bumping procedure will be laid off in accordance with paragraphs 15.13.1 through BB.15.13.8.
- BB.15.12.9.3 Within each Administrative Region and program, the Board shall call, on forty-eight (48) hours notice to each IMI, a bumping meeting. Only IMIs that attend the meeting will be permitted to bump, otherwise the right to bump is relinquished. At the bumping meeting, all IMIs shall have the right to bump as set out in paragraph 15.12.9.1. At each meeting, the most senior IMI with unfilled Owned Hours shall commence the meeting by electing to bump and exercising that right or declining to bump. Each IMI shall then follow in order of seniority. Prior to the meeting the Board shall distribute within each Administrative Region and program a Master Schedule indicating the assignments of each IMI within that Administrative Region and program. An IMI who has been bumped under the bumping procedure outlined in this provision can exercise a similar right to bump in accordance with his/her respective seniority and the procedure outlined in this provision will apply accordingly.

BB.15.13 Declaration of Layoff and Recall

- BB.15.13.1 IMIs who do not recover all of their Owned Hours under the procedures set out above shall be laid off to the extent of the Owned Hours for which they have been declared surplus.
- BB.15.13.2 IMIs shall be entitled to be recalled, in order of seniority, and to the extent of the Owned Hours for which they have been declared surplus, to vacancies which become available during the school year for which they are qualified and which can be accommodated within their timetable.
- BB.15.13.3 IMIs who refuse recall to an assignment or assignments, for which they are qualified, with hours equal to their surplus Owned Hours, within their Administrative Region shall lose their entitlement to the surplus Owned Hours for which they have been offered recall and their Owned Hours will be reduced accordingly.
- BB.15.13.4 IMIs recalled to an assignment or assignments, for which they are qualified, within their Administrative Region, with hours less than their surplus Owned Hours, shall have one opportunity to refuse recall to such an assignment. Any subsequent refusal of such an assignment shall result in loss of entitlement to the surplus Owned Hours for which they

have been offered recall and their Owned Hours will be reduced accordingly.

- BB.15.13.5 IMIs who refuse recall to an assignment or assignments, for which they are qualified, with hours equal to their surplus Owned Hours, within any Administrative Region shall have two opportunities to refuse recall to such an assignment. Any subsequent refusal of such an assignment shall result in loss of entitlement to the surplus Owned Hours for which for which they have been offered recall and their Owned Hours will be reduced accordingly.
- BB.15.13.6 IMIs recalled to an assignment or assignments, for which they are qualified, outside of their Administrative Region, with hours less than their surplus Owned Hours, shall have two opportunities to refuse recall to such an assignment. Any subsequent refusal of such an assignment shall result in loss of entitlement to the surplus Owned Hours for which for which they have been offered recall and their Owned Hours will be reduced accordingly.
- BB.15.13.7 It is understood that this provision does not apply to recall to an assignment that could not be accommodated in the IMI's timetable. An IMI who has lost all of his/her Owned Hours as a result of paragraphs BB.15.13.3, BB.15.13.4, BB.15.13.5, and/or BB.15.13.6 will be deemed to have resigned.
- BB.15.13.8 IMIs who have been declared surplus shall be entitled to participate in the staffing procedures set out above for subsequent school years. However, if the IMI has not recovered the Owned Hours for which the IMI was declared surplus within two (2) years following layoff by the commencement of the third school year following layoff, the IMI shall lose all future entitlement to those Owned Hours.

Provisions Specific to Lunchroom Supervisors

- BB.16 In the event of a site reduction of Lunchroom Supervisors, List A and List B Lunchroom Supervisors will be declared site surplus in reverse order of seniority. Such Lunchroom Supervisors will be required to provide information to facilitate placements into available vacancies. Employees will be placed in vacancies within the Employee's Administrative Sub-Region. Employees who are not so placed will be placed in other vacancies within their Job Classification that most closely accommodates the placement information provided by the Employee, in order of seniority.

BB.17 In the event of a reduction of Lunchroom Supervisors, Lunchroom Supervisors will be laid off in the reverse order of their seniority within Job Classification within their Administrative Region.

Seniority Disputes – All Categories

BB.18 Notwithstanding the timelines established in Article O – Seniority Provisions disputes filed by Employees as a result of the publication of the seniority list on September 30 will be resolved prior to the commencement of the annual staffing process.

Declaration of Site Surplus

BB.19 The following procedures will apply to Employees in Job Classifications other than those which have already been specifically addressed in BB.11 through BB.16 above.

BB.20 Each year, by a date determined by the Employer, each school, central program and central department will identify, by Job Classification, surplus staff and vacancies based on the staff allocations and departmental staffing levels determined by the Employer for the following school year. Site surplus declaration shall be based on seniority, with the most junior Employee in that Job Classification at that site being declared site surplus first.

BB.20.1 Where by the date of surplus and vacancy declaration set out in BB.20 above, the Employer determines to move a Special Education class to another location, the Educational Assistant assigned to that class in that location will be offered the option of:

(a) moving with the class: or

(b) being considered for assignment through the allocation of that Job Classification at the current location which may involve being declared site surplus.

BB.21 Where the reduction of staff allocation for a particular Job Classification at a specific site results in a situation where the most junior Employee's full-time equivalent status cannot be accommodated within the allocation at that site, but a half time position in that Job Classification remains, such Employee shall have the option of either being declared full-time site surplus, which will result in a half-time vacancy being declared, or to be declared half time surplus to the site, thereby retaining the half-time position at the site.

BB.22 In the event that additional staff allocations are provided to sites prior to the conclusion of the posting process in BB.24, Employees who

had been identified as Site Surplus at those sites will be pulled back, by seniority, to their sites to fill the available allocations.

- BB.23 Subsequent to the declaration of Site Surplus in BB.20 above, vacancies declared for the following August /September will be utilized for placement of Site Surplus Employees and will not be posted for a period until the end of the staffing cycle except where the Employer, in consultation with the Union, determines that no Board Surplus Employee is qualified or eligible to be placed into the vacancy.
- BB.24 Notwithstanding the provisions set out in this Article, the Employer will complete one (1) round of job postings of vacancies (for August/September) before placements of Site Surplus Employees are made. For this round of postings only, starting with the most senior Employee:
- BB.24.1 The most senior Seniority List A Employee applicant within the same Job Classification who holds the same Status as the vacancy posted shall be appointed to the vacancy without an interview unless the Employee's performance is the subject of ongoing performance review; and
- BB.24.2 In the event that there are no Seniority List A Employee applicants whose Job Classification and Status match the vacancy posted, the selection of the Employee for the vacancy shall be made in accordance with Article P.10.
- BB.24.3 Employees appointed to vacancies under the process outlined in BB.24 remain subject to the bumping provisions set out in this Article.
- BB.25 Following the conclusion of the posting process in BB.24 and up to the date of the commencement of the Surplus Transfer Process, any vacancy remaining at the end of the process will be filled by the pullback of a Site Surplus Employee who was declared surplus from that site, provided that the vacancy matches the Employee's Job Classification, full-time equivalent status and work year. Notwithstanding the above, an Employee so identified for pullback will have the option of declining the pullback.
- BB.26 Where the position identified as the highest ranking school clerical position remains vacant after the process set out in BB.24 is completed, the vacancy will be referred to the Surplus Transfer and Bumping Procedures. A pre-requisite for filling such vacancy with a Surplus Employee will be that the Surplus Employee have

experience in a school clerical position of one (1) year or greater with the Employer within the previous five (5) years of employment.

- BB.27 Following the declaration of site surplus status and provided there is no pullback as provided for in BB.25, Site Surplus Employees will proceed through the Surplus Transfer and Bumping Procedures.
- BB.28 Where an Employee on Seniority List A who holds more than one (1) appointment in the same Job Classification at different work locations is declared surplus from one (1) of his/her positions, for purposes of the Surplus Transfer Procedures only, the Employee may relinquish the appointment(s) from which he/she has not been declared surplus so that he/she may, if available, obtain a single appointment in the single Job Classification at one (1) work location which does not result in an increase of his/her Annual Rate of Earnings.
- BB.29 Where a Surplus Employee on Seniority List A also holds the position of Lunchroom Supervisor, and where the Surplus Employee changes work location through the application of the Surplus Transfer or Surplus Bumping Procedures because of the List A position, the Surplus Employee will be provided with an opportunity to resume the appointment of Lunchroom Supervisor at the new location if a vacancy is available or within the Administrative Sub-Region if a suitable vacancy is available. In the event that no Lunchroom Supervisor vacancy exists, the Employee will be entitled to severance payment in respect of the Lunchroom Supervisor position only, in accordance with the provisions of the Employment Standards Act, should there be no opportunity to assume a Lunchroom Supervisor appointment at that location or a suitable Lunchroom Supervisor appointment in the Sub-Region during the school year. Should there be two (2) or more Surplus Employees at the site to whom this Article applies, the filling of any vacancy or vacancies will be determined on the basis of seniority. For the purposes of the Employment Standards Act entitlement, only service as a Lunchroom Supervisor will be considered.

Surplus Transfer Procedures - General Provisions

- BB.30 Those Site Surplus Employees proceeding through the surplus procedures will provide sufficient information on Information Forms provided by the Employer to enable the Employer to facilitate placements.
- BB.31 A Site Surplus Employee will not be transferred under this process into a position with a higher wage classification, except in the case of Surplus Employees in wage classifications A through G who may opt

to transfer to positions at a higher wage classification (no higher than wage classification H), provided that the Employee's Annual Rate of Earnings is not increased.

- BB.32** Where the Employee is unable to perform the requirements of the job as set out in **BB.8** and **BB.9**, the Site Surplus Employee will be assigned to the pool of temporary replacement personnel until the next annual staffing process at which time the Employee will again be declared as surplus. For the purposes of proceeding through the surplus process, such Employee's wage classification and status shall be deemed to be the same wage classification and status which the Employee held at the time of assignment into the pool of temporary replacement personnel, regardless of the attributes of any temporary assignment, until a new permanent assignment is found either through the job posting process or through placement. Nothing herein precludes the Employee from making application to posted vacancies.
- BB.33** In implementing these Transfer provisions, a full-time Surplus Employee in a single location shall not be offered or placed in a position which does not have the same or equivalent full-time status in a single location unless the Employee so elects.
- BB.34** If, within eighteen (18) calendar months of a Surplus Employee being placed or electing to be placed through the Surplus Transfer Procedures there is a vacancy in the Surplus Employee's Pre-Transfer Job Classification and Status at the Surplus Employee's Pre-Transfer job location, such Surplus Employee shall be offered the position without interview prior to consideration of Seniority List **A** and List **B** applicants for the posted vacancy provided that the Surplus Employee states in his/her application that he/she has an entitlement under this clause in order for this clause to take effect.
- BB.34.1** In the event of a conflict between the provisions of **BB.34** and the provisions of **BB.24**, the provisions of **BB.24** will prevail.

Surplus Transfer Procedures

- BB.35** **Step 1**
The Site Surplus Employee shall have the option of being placed in the same Job Classification and Status within an Administrative Sub-Region or, in the case of central department vacancies, within Administrative Regions, designated by the Employee.
- BB.36** **Step2**
Failing a placement at Step 1, the Site Surplus Employee shall be placed in an available vacancy in the Employee's same Job

Classification and Status within the Employee's Pre-Displacement Administrative Sub-Region or, in the case of central department vacancies, within Administrative Region.

BB.37

Step3

Failing a placement at Step 2, the Site Surplus Employee shall be placed in an available vacancy in the Employee's same Job Classification and Status within other Administrative Sub-Regions within the Employee's Pre-Displacement Administrative Region, or in the case of central department vacancies, within Administrative Region, that the Employee has identified on his/her Information Form.

BB.38

Step4

Failing a placement at Step 3, the Surplus Employee shall have the option of being placed in an available vacancy within the Employee's Job Category at the same Status and Annual Rate of Earnings in the Employee's Pre-Displacement Administrative Sub-Region, or in the case of central department vacancies, Administrative Region, provided the Employee has the skills, ability and qualifications to perform the duties of the position.

BB.39

Step5

Failing a placement at Step 4, the Surplus Employee shall have the option of being placed in an available vacancy within the Employee's Job Category at the same Status and Annual Rate of Earnings in any Administrative Region or in the case of central department vacancies, within Administrative Region, the Employee has identified on his/her Information Sheet provided the Employee has the skills, ability and qualifications to perform the duties of the position.

BB.40

Failing placement at Step 5, before proceeding to Step 6, the Employee will be offered the option of proceeding to the Surplus Bumping Procedures or to be laid off.

BB.41

Step 6

If the Employee does not elect to proceed to the Surplus Bumping Procedures, the Employee shall be placed in an available vacancy within the Employee's Job Classification at the same Status in any Administrative Region.

Surplus Bumping Procedures – General Provisions

BB.42

Surplus Employees who did not elect for layoff or were not placed through the Surplus Transfer Procedures shall proceed through the Surplus Bumping Procedures after the Transfer procedure has been completed.

- BB.43 A Surplus Employee cannot bump an Employee with higher seniority and/or to a position with a greater Annual Rate of Earnings.
- BB.44 If, within eighteen (18) calendar months of a Surplus Employee being placed through the Surplus Bumping Procedures into a position:
- BB.44.1 With the same Annual Rate of Earnings as the Employee's Pre-Displacement Job Classification and Status, there is a vacancy in the Surplus Employee's Pre-Displacement Job Classification and Status at the Surplus Employee's Pre-Displacement job location, such Surplus Employee shall be offered the position without interview prior to consideration of Seniority List A and List B applicants for the posted vacancy provided that the Surplus Employee states in his/her application that he/she has an entitlement under this clause in order for this clause to take effect.
- BB.44.2 With a lower Annual Rate of Earnings as the Employee's Pre-Displacement Job Classification and Status, there is a vacancy in the Surplus Employee's Pre-Displacement Job Classification and Status within the Pre-Displacement Administrative Sub-Region, such Surplus Employee shall be offered the position without interview prior to consideration of Seniority List A and List B applicants for the posted vacancy provided that the Surplus Employee states in his/her application that he/she has an entitlement under this clause in order for this clause to take effect.
- BB.45 Where the Employer, in consultation with the Union, determines that the Surplus Bumping Procedures must be activated, Employees who are junior to the already-identified Site Surplus Employees and Regional Surplus Employees, including probationary Employees, will be identified as eligible for bumping. These Employees, together with any remaining unplaced Site Surplus Employees, will be identified as Board Surplus and will be provided with the requisite notice as set out in BB.5. Notice of lay-off may be provided prior to the completion of the Surplus Bumping Procedures.
- BB.46 Where the Employee who has been placed in accordance with the Surplus Bumping Procedures does not have the skill, ability or qualifications to perform the requirements of the job, the Employee will be laid off.

BB.47 A Surplus Employee may only displace a more junior Employee with the same full-time equivalent status. However, the Surplus Employee may elect to displace more than one (1) junior Employee in order to maintain the same full-time equivalent status.

Surplus Bumping Procedures

BB.48 Bumping means the process whereby a Surplus Employee displaces the least senior Employee in the following sequence:

BB.48.1 firstly, in the same Job Classification and Status, then

BB.48.2 secondly, in the same Job Classification and or different Status, provided that it does not result in a higher Annual Rate of Earnings (exclusive of overtime), and provided the Employee has the skills, ability and qualifications to perform the duties of the position, then

BB.48.3 thirdly, in the same Job Category, Same Status provided that the Employee has the appropriate skills, ability and qualifications to perform the duties of the position, then

BB.48.4 fourthly, in the same Job Category Different Status provided that the Employee has the appropriate skills, ability and qualifications to perform the duties of the position

BB.49 Where more than one (1) Surplus Employee is considered under this Bumping Procedure, such Employee shall, on the basis of seniority, displace an Employee from amongst a group of the least senior Employees. The group of least senior Employees shall be a group that enables the application of the Surplus Bumping Procedure.

BB.50 Prior to the implementation of BB.48, placements will be made first into remaining vacancies, in accordance with Employee preferences as outlined in the Information Forms, subject to the surplus Employee having the skills, ability, and qualifications, to do the duties of the position. No such placements shall result in the Employee being placed in a position with a higher Annual Rate of Earnings.

Layoff

BB.51 A Board Surplus Employee who is unable to bump any other Employee will be given notice of layoff in accordance with the Employment Standards Act and will be laid off.

BB.52 Prior to implementing layoff for those Surplus Employees who have not elected layoff under BB.40, the Employer will ensure that the application of the Surplus Bumping Procedures does not result in a

probationary Employee continuing to be placed in a position for which a Board Surplus Employee holds the appropriate skills, ability and qualifications to perform the duties of the position. In such instance, the probationary Employee shall be laid off and the Surplus Employee shall be placed in the position.

BB.53 A Permanent Employee who has been laid off shall be given the option of displacing a temporary Employee if the Board Surplus Employee holds the appropriate skills, ability and qualifications to perform the duties of the assignment which is at the same or lesser annual rate of earnings, exclusive of overtime. In this instance, the temporary Employee's assignment will be terminated, the temporary Employee will return to the pool of temporary replacement personnel, available for other assignment, and the Board Surplus Employee will be placed in order of seniority in the position. The Board Surplus Employee will be paid the rate for the position at a step that most closely approximates and is not lower than the rate of pay in the position previously occupied by the Board Surplus Employee.

BB.53.1 In addition to the rate of pay set out in BB.53, where the assignment is expected to last for more than five (5) months, the Surplus Employee will, for the duration of the assignment, be entitled to:

- (i) access sick leave credits in accordance with the Sick Leave Credit and Gratuity Plan;
- (ii) accumulate sick leave monthly on a pro-rata basis in accordance with the Sick Leave Credit and Gratuity Plan;
- (iii) have benefits which were suspended during the Surplus Employee's layoff reinstated, without any waiting period;
- (iv) receive payment in addition to the step rate under BB.53 of an additional three percent (3%) in lieu of statutory holiday pay and four percent (4%) in lieu of vacation entitlement; and
- (v) accumulate pension credit and entitlement.

BB.53.2 In addition to the rate of pay set out in BB.53, where the assignment is expected to last for five (5) months or less, the Surplus Employee will, for the duration of the assignment, be entitled to:

- (i) receive payment in addition to the step rate under BB.53 of an additional three percent (3%) in lieu of statutory holiday

pay and four percent (4%) in lieu of vacation entitlement;
and

(ii) accumulate pension credit and entitlement.

BB.53.3 Where the assignment is expected to last for five (5) months or less but extends beyond five (5) months, the Surplus Employee will be entitled for the period of the extension beyond the initial five (5) months to the provisions of **BB.53.1**.

BB.53.4 Upon recall, the Surplus Employee will be credited with service and seniority for the time spent in the temporary assignment if the Surplus Employee so requests and if the Surplus Employee is so entitled under the Collective Agreement.

Recall

BB.54 An Employee on layoff will be recalled in order of seniority to any vacancy within the same Job Classification and Status within the Employee's Pre-Displacement Administrative Sub-Region, or in the case of central department Employees, to Pre-Displacement Administrative Region. An Employee who refuses such a recall shall be deemed to have resigned.

BB.55 If a recall under **BB.54** is not possible, then recall will be offered to any vacancy within the same Job Classification and Status within the Employee's Pre-Displacement Administrative Region. The Employee shall have the opportunity to refuse one (1) offer, after which the Employee shall be deemed to have resigned.

BB.56 If a recall under **BB.55** is not possible, then recall will be offered to any vacancy within the same Job Classification and Status in any Administrative Region. The Employee shall have the opportunity to refuse up to two (2) offers, after which the Employee shall be deemed to have resigned.

BB.57 If a recall under **BB.56** is not possible, then recall will be offered to any vacancy within the same Job Category, at the same or lower Annual Rate of Earnings, within the Employee's Pre-Displacement Administrative Region, provided the Employee has the skills, ability and qualifications to perform the duties of the position. The Employee shall have the opportunity to refuse up to two (2) offers, after which the Employee shall be deemed to have resigned.

BB.58 If a recall under **BB.57** is not possible, then recall will be offered to any vacancy within the same Job Category, at the same or lower Annual Rate of Earnings, within any Administrative Region, provided the Employee has the skills, ability and qualifications to perform the

duties of the position. The Employee shall have the opportunity to refuse up to two (2) offers, after which the Employee shall be deemed to have resigned.

- BB.59 If a recall to a vacancy under BB.57 or BB.58 above is accepted, the Employee shall waive all rights to a further recall, unless a vacancy becomes available in the same Job Classification and Status within the Employee's Pre-Displacement Administrative Region within twenty-four (24) months.
- BB.59.1 If, within twenty-four (24) calendar months of recall, there is a vacancy in the recalled Employee's Pre-Displacement Job Classification and Status at the Surplus Employee's Pre-displacement Annual Rate of Earnings within the Pre-Displacement Job Location such Employee shall be offered the position without interview prior to consideration of Seniority List A and List B applicants for the same vacancy provided that the Employee states in his/her application that he/she has an entitlement under this clause in order for this clause to take effect.
- BB.60 The Employer will notify the Employee of a recall opportunity by telephone and will then confirm such opportunity by registered mail, addressed to the last address entered in the Employer's human resources computer system. The notification will be copied to the Union and will state the particulars of the opportunity, including Job Classification, wage classification, work year and location, as well as the time and date at which the Employee is required to report to work.
- BB.60.1 Should the Employee be unable to report to work on that time and date, the Employee may arrange with the Employer a mutually satisfactory date that is no later than ten (10) working days from the original reporting date.
- BB.60.2 Should no response be received from the Employee within ten (10) working days, the Employer may move to the next designated Employee.
- BB.61 If an Employee is recalled to any position during a period of statutory or other leave of absence approved by the Employer, the Employee may defer commencement of employment to the conclusion of the leave.
- BB.62 An Employee who exercises the right of recall who, does not have the skill, ability and qualifications, to perform the requirements of the job shall be laid off.

- BB.63 While on layoff, an Employee shall retain his/her rights under the Collective Agreement.
- BB.64 An Employee accepting recall to a temporary position or assuming a temporary position shall remain as an Employee on the Seniority List. At the conclusion of the temporary assignment, the Employee shall return to his/her position on the recall list.
- BB.65 An Employee from Seniority List B on layoff will be recalled in order of seniority to an available vacancy within the Job Classification. Such Employee may refuse a recall only once to the Employee's Pre-Displacement Administrative Region before the Employee is deemed to have resigned.

ARTICLE CC –GENERAL

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

Successor Rights

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

Administer Medication

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

- CC.4.1 Before any Employee is required to administer medication or perform any other health care procedure, as defined above, the Employer will provide appropriate training to ensure that the Employee is qualified to perform the task required.
- CC.4.2 The Employer shall maintain liability coverage in accordance with the standard policy issued by the Ontario School Board's Insurance Exchange(OSBIE).

Professional Fees and Licenses

- CC.5 The Ontario College of Teachers fee shall be collected and remitted to the Ontario College of Teachers on behalf of Employees who so request and who are eligible to be members of the College.
- CC.6 When an Employee is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Employer, the Employee shall pay the fee to the Employer in the manner determined by the Employer.

Schedules and Appendices

- CC.7 Unless otherwise specified, schedules, appendices and letters of intent/understanding attached to this agreement form part of the Collective Agreement.
- CC.8 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.
- CC.9 Sick Leave credits will be reported in hours for applicable Nutrition Services Employees and Itinerant Music Instructors.
- CC.10 Upon proof of recertification, Aquatic staff shall have their re-qualification fees provided for by the Employer.

ARTICLE DD – DURATION AND TERMINATION

- DD.1 The term of this Agreement shall commence September 1, 2008 and shall expire on August 31, 2012.
- DD.2 This Agreement shall continue in effect from year to year unless either party notifies the other party, in writing, of its desire to amend or terminate the said Agreement. Notice of amendment or

termination may only be given during a period of not more than ninety (90) calendar days prior to the termination date of the Agreement, or any succeeding anniversary date.

DD.3 Any changes deemed necessary to this Agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE EE – ACCOMMODATION

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

Accommodation During Pregnancy

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

ARTICLE ZZ – RESTRUCTURING

Definitions

- ZZ.1 For the purposes of Article ZZ, the following definitions shall apply:
- ZZ.1.1 “Directly Affected Employees” are those Employees in Essentially Similar Job Classifications. An Employee may be Directly Affected for more than one Essentially Similar Job Classification.
- ZZ.1.2 “Essentially Similar Job Classifications” are job classifications that are restructured and/or continued in the new organizational structure either central or school based. By way of example, Essentially Similar Job Classifications exist where:
- (a) The majority of core responsibilities/duties of a pre-existing job classification are the same as the majority of core responsibilities/duties in a new job classification in the new organizational structure either central or school based;
 - (b) The majority of core responsibilities/duties of more than one pre-existing job classification exist in one or more job classifications in the new organizational structure, either central or school based, and in respect of any such new job classification, the majority of the core responsibilities/duties are the same as in the pre-existing job classifications; or
 - (c) Any job classification in the new organizational structure, either central or school based, which the Restructuring Committee determines should be treated as an Essentially Similar Job Classification to a pre-existing job classification.
- ZZ.1.3 “Restructuring” or “restructuring” is defined as changes made as a result of the Employer’s determination:
- ZZ.1.3.1 to eliminate a job classification or the core functions of a job classification within schools;
 - ZZ.1.3.2 to reduce the number of permanent Employees within a school-based job classification by one-third or greater;
 - ZZ.1.3.3 to separate the duties from one or a number of school-based classifications in order to establish a discrete job classification with a new title;
 - ZZ.1.3.4 to add a new job classification where the core duties of the position are new and have not been performed by Employees in another classification;

ZZ.1.3.5 to re-organize a central department, which involves a revised organization chart, a change in work year, a change in duties such that new salary rates are required and/or a decrease in the number of Employees in each job classification:

ZZ.1.3.6 to reduce the core functions of Employees delivering services within a job classification.

General Provisions

ZZ.2 Any decision by the Employer to implement **ZZ.1.3.1**, **ZZ.1.3.2**, **ZZ.1.3.3**, or **ZZ.1.3.6** for the next fiscal year will be communicated to the Joint Restructuring Committee within ten (10) working days of such decision.

ZZ.3 Any re-organization contemplated in **ZZ.1.3.5** above must be completed prior to March 1 for implementation in the Employer's next fiscal year.

ZZ.4 Where the Employer increases the number of Employees within a central department within a particular job classification because of the volume of work and where no change in duties is involved, the additional positions will be posted or reported through application of Article BB and shall not be considered "restructuring" under this Article.

Joint Restructuring Committee

ZZ.6 A Joint Restructuring Committee shall be established, composed of up to five (5) representatives of the Employer and five (5) representatives of the Union.

ZZ.7 The names of the Joint Restructuring Committee members will be confirmed by each party at the beginning of each school year.

ZZ.8 The Joint Restructuring Committee will be co-chaired by a representative of the Employer and a representative of the Union.

ZZ.9 The purpose of the Joint Restructuring Committee will be to implement the provisions of Article ZZ.

Requirements in the Event of Restructuring Resulting From the Elimination of a School-Based Job Classification Within Schools

- ZZ.10 Following the Employer's decision to restructure under ZZ.1.3.1, the Joint Restructuring Committee will be provided with the following information:
- ZZ.10.1 The position summary of the job classification to be eliminated, including numbers of positions in the job classification to be eliminated, work year, geographic location (where known) and wage classification; and
- ZZ.10.2 A list of all List A Employees impacted by the restructuring decision and their seniority dates.
- ZZ.11 The Joint Restructuring Committee will meet to review the impact of the restructuring decision on Directly Affected Employees or other affected employees in the bargaining unit.
- ZZ.12 The Employer will provide a general notice to all Employees in the job classification to outline the restructuring decision and to outline the implementation steps. Such notice will include a timeline that includes the next application of Article BB and an encouragement that Directly Affected Employees may seek to apply for other job opportunities through the posting process.
- ZZ.13 Directly Affected Employees will continue in their current assignments/locations and maintain their rate of pay until the next application of Article BB at which time, they will be declared site surplus and enter the staffing process.
- ZZ.14 At the time of notification under ZZ.12, Directly Affected Employees will have the option of severing their employment effective at the end of their work year and receiving severance in accordance with the Employment Standards Act instead of entering the Article BB process.
- ZZ.15 Where the placement of Directly Affected Employees is made through Article BB, the requirements to adhere to the job categories as set out in Article BB may be modified by the Staffing Committee in order to increase the opportunities for Directly Affected Employee to be placed provided they have skill, ability and qualifications to perform the normal requirements of the job as determined in accordance with the provisions of Article BB.8.

Requirements in the Event of Restructuring Resulting From the Reduction of Permanent Employees Within a School-Based Job Classification by One-Third or Greater

- ZZ.16** Following the Employer's decision to restructure under ZZ.1.3.2, the Joint Restructuring Committee will be provided with the following information:
- ZZ.16.1** The position summary of the job classification to be reduced, including numbers of positions, work year, geographic location (where known) and wage classification; and
- ZZ.16.2** Any revised position summaries, number of affected positions, work year, geographic location and wage classifications; and
- ZZ.16.3** A list of all List A Employees impacted by the restructuring decision and their seniority dates.
- ZZ.17** The Joint Restructuring Committee will meet to review the impact of the restructuring decision on Directly Affected Employees.
- ZZ.18** The Employer will provide a general notice to all Employees in the job classification to outline the restructuring decision and to outline the implementation steps. The notice will include a timeline that includes the next application of Article BB and an encouragement that Directly Affected Employees may seek to apply for other job opportunities through the posting process and an identification, where appropriate, of those Employees to be declared surplus.
- ZZ.18.1** All Employees so notified will be required to complete an Information Form.
- ZZ.18.2** The Employer will make every effort to identify the site(s) where the surplus may occur as soon as possible.
- ZZ.19** Directly Affected Employees will continue in their current assignments/locations and maintain their rate of pay until the next application of Article BB at which time they will be declared site surplus in accordance with their seniority within the affected job classification. Vacancies created by such surplus declarations shall, upon the determination of staff allocation, be filled in accordance with the lateral transfer provisions in Article BB.24. Any subsequent vacancies shall be filled in accordance with the provisions of Article BB and an Employee who remains surplus may exercise their rights under Article BB.
- ZZ.20** At the time of notification under ZZ.18, Directly Affected Employees will have the option of severing their employment effective at the end

of their work year and receiving severance in accordance with the Employment Standards Act instead of entering the Article BB process. Employees who choose this option will not have the opportunity for placement under ZZ.19.

- ZZ.20.1 If the number of persons who choose to receive severance pay exceeds the number of surplus positions, the persons who are entitled to receive severance pay shall be determined by seniority and shall not exceed the number of surplus positions.
- ZZ.21 Where the placement of Directly Affected Employees is made through Article BB, the requirements to adhere to the job categories as set out in Article BB may be modified by the Staffing Committee in order to increase the opportunities for Directly Affected Employees' to be placed provided they have skill, ability and qualifications to perform the normal requirements of the job as determined in accordance with the provisions of Article BB.8.

Requirements in the Event of Restructuring Resulting from Job Duty Separation or Elimination of Core Functions Within a Job Classification

- ZZ.22 Following the Employer's decision to restructure under ZZ.1.3.3 or ZZ.1.3.6 the Joint Restructuring Committee will be provided with the following information:
- ZZ.22.1 The position summary of the affected job classification(s), including numbers of positions in the affected job classification(s), work year, geographic location (where known) and wage classification;
- ZZ.22.2 Any revised position summary, numbers of positions, work year, geographic location and wage classifications;
- ZZ.22.3 A list of all List A Employees who are Directly Affected by the restructuring decision and their seniority dates.
- ZZ.23 Following the provision of information in ZZ.22, if there is no Employee who is Directly Affected by the restructuring decision, the new positions will be posted in accordance with Article P.1.
- ZZ.24 Employees who are Directly Affected by the restructuring decision and who have the skill and ability to perform the normal requirements of the restructured job classification shall be offered the opportunity to be placed in the restructured job classification in order of seniority.
- ZZ.25 Employees who are not placed under ZZ.24 or who decline the offer of a placement under ZZ.24 shall be treated in accordance with the

procedure: outlined in ZZ.19, ZZ.20 (except that there will be no notification under ZZ.18), ZZ.20.1 and ZZ.21.

Requirements in the Event of Restructuring Resulting From the Establishment of a New Job Classification

- ZZ.26 Following the Employer's decision to restructure under ZZ.1.3.4, the Joint Restructuring Committee will be provided with the following information:
- ZZ.26.1 Position summary of the new job classification, number of new positions, work year, geographic location and wage classification.
- ZZ.27 Following the provision of information in ZZ.26, the new positions will be posted in accordance with Article P.1.

Requirements in the Event of a Re-organization of a Central Department

- ZZ.28 Following the Employer's decision to restructure under ZZ.1.3.5, the Joint Committee will be provided with the following information:
- ZZ.28.1 The organizational chart for the central department affected that was in place at the point the decision to restructure;
- ZZ.28.2 The revised organizational chart;
- ZZ.28.3 The position summaries for affected job classifications, numbers of affected positions in each affected job classification, work year, geographic location and wage classifications;
- ZZ.28.4 Any revised position summaries, numbers of positions, work year, geographic location (where known) and wage classifications; and
- ZZ.28.5 A list of all List A Employees impacted by the re-organization and their seniority dates.
- ZZ.29 The Joint Restructuring Committee will meet to determine whether the pre-existing job classifications are Essentially Similar to the new job classifications.
- ZZ.30. Where the Joint Restructuring Committee determines that there is a match of existing and new job classifications, and:
- ZZ.30. .1 Where the new job classification is at the same wage classification and has the same work year, the incumbents of the existing job classification will be placed into the new job classification by seniority having regard to the employee's geographic location preference.

- ZZ.30.1.2 Where the new job classification is at a wage classification that is at the same wage classification level and has a different work year, the incumbents in the existing position will be offered the opportunity to be placed in the new position by seniority having regard to the employee's geographic location preference.
- ZZ.30.1.3 Where the new position is at a wage classification that is within one or two higher wage classification levels and has the same work year, the incumbents in the existing position will be placed into such new position by seniority having regard to the employee's geographic location preference.
- ZZ.30.1.4 Where the new position is at a wage classification that is within one or two higher wage classification levels and has a different work year, the incumbents in the existing position will be offered the opportunity to be placed in the new position by seniority having regard to the employee's geographic location preference.
- ZZ.30.1.5 Where the new position is at a wage classification that is within one or two lower wage classification levels and has the same or different work year, the incumbents in the existing position will be offered the opportunity to be placed in the new position by seniority having regard to the employee's geographic location preference.
- ZZ.30.1.6 Article BB.8 shall apply to an Employee placed under the foregoing process.
- ZZ.30.2 Where an Employee declines a placement under ZZ.30.1.4, ZZ.30.1.2 or ZZ.30.1.5, or an Employee does not obtain a new position in the process outlined above, the Employee will remain temporarily assigned to the Employee's central department, at his/her existing wage classification and work year, until the next opportunity for placement through Article BB, or until the Employee obtains another position through the job posting process, whichever occurs first.
- ZZ.30.3 A new position not filled through ZZ.30.1 above will be posted in accordance with Article P.1.
- ZZ.30.5 Where the Joint Committee concludes that an identified incumbent Employee may match to more than one position, the Employee will be surveyed to determine his/her preferred placement. In this instance, the Employee will be provided with at least three (3) working days in which to provide the information.

- ZZ.31** Where an Employee is placed in a new position under ZZ.30.1.3, ZZ.30.1.2, ZZ.30.1.4 or ZZ.30.1.5, the new wage rate will be paid from the date the Employee commences the duties of the new position but in any event no longer than four (4) weeks following the date the Employee is offered the new position. Where an Employee was assigned a majority of the duties of the new position prior to placement under this Article, the Employee will be paid the rate for the new position if it is at a higher wage rate than their wage classification.
- ZZ.31.1** Where, a Directly Affected Employee has been notified under ZZ.30.1.3 that he/she was not placed into a position because another Employee had greater seniority and the position becomes available within thirty (30) days of the more senior Employee commencing the duties of the position because the more senior Employee no longer wishes the job or cannot demonstrate the ability to perform the job, the less senior Directly Affected Employee will be offered the opportunity to take up the position.
- ZZ.31.2** Where an Employee was assigned the core duties of the new position prior to placement under this Article or prior to the parties' agreement or a determination that the duties constitute a new position, the Employee will be paid the rate for the new position for a period of up to 12 months prior to the date of the creation of the new position.

Disputes

- ZZ.32** Any dispute within the Joint Restructuring Committee, provided such dispute is within the mandate of the Joint Restructuring Committee as specified in this Article, including but not limited to:
- ZZ.32.1** the core duties of any existing job classification, or
 - ZZ.32.2** the list provided of Directly Affected Employees, or
 - ZZ.32.3** the placement of Directly Affected Employees into new or restructured positions, or
 - ZZ.32.4** whether a newly-created position fits the criteria,
- may be the subject of a grievance and referred to expedited arbitration as set out below.
- ZZ.33** The parties to the grievance are the Union representatives and the Employer representatives on the Joint Committee. Such

representatives may receive assistance in respect of processing the grievance from their respective principals.

Expedited Arbitration

ZZ.34 It is the intention of the parties to this Collective Agreement that the Joint Restructuring Committee will discuss and attempt to resolve disputes in this regard and will, accordingly, substitute the process herein for all steps in the Grievance Procedure included elsewhere in this Collective Agreement. It is the intention of the parties that grievances be initiated promptly if they cannot otherwise be resolved between the members of the Joint Restructuring Committee. Accordingly, it is agreed that:

ZZ.34.1 any dispute arising within the Joint Committee which cannot be resolved may be referred to arbitration within eight (8) working days after a declaration of impasse by either co-chair of the Joint Restructuring Committee, although this timeline may be extended by mutual consent.

ZZ.34.2 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.

ZZ.34.3 The grievance shall be heard before a single arbitrator to be selected in rotation from the following list of arbitrators:

Paula Knopf

Susan Tacon

Robert Howe

The parties may agree to expand the list as necessary and may by agreement delete the name of any person from the list.

ZZ.34.4 The selected arbitrator shall commence to hear the grievance within twenty (20) calendar days after the matter is referred to arbitration. When the selected arbitrator does not have a hearing date available within the timeline, another arbitrator shall be selected from the list.

ZZ.34.5 The parties may agree to one of the arbitrators to hear more than one grievance without the necessity of proceeding through the rotation. The parties may also agree to any other arrangement for the hearing of one or more grievances.

- ZZ.34.6 The authority of the arbitrator shall be as provided in Article 1.6 of this Collective Agreement and as provided under the applicable provisions of the Labour Relations Act, 1995.
- ZZ.34.7 The parties or their counsel shall, in collaboration prior to the hearing, attempt to establish and agree upon the facts relevant to each grievance.
- ZZ.34.8 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.
- ZZ.34.9 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.
- ZZ.34.10 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) working days thereafter.
- ZZ.34.11 The arbitrator shall not have any power to modify or amend any of the provisions of this Collective Agreement or to substitute any new provision for an existing provision or to give any decision inconsistent with the terms and provisions of this Collective Agreement.
- ZZ.34.12 The finding(s) of the arbitrator shall be conclusive and binding upon all the parties concerned and upon the Employee(s) affected.
- ZZ.34.13 Nothing herein precludes the Employer from proceeding with the restructuring pending a decision by the arbitrator.
- ZZ.34.14 The parties shall share equally the cost of the arbitration hearing.

Wage Rates

ZZ. 35.1 It is understood that the Employer will establish an interim rate for new and restructured job classifications. The determination of a rate of pay for new and restructured job classifications will be referred by either party to the Joint Pay Equity/Classification Committee for review.

The Unit C Joint Pay Equity/Classification Committee will schedule a meeting no later than 45 days following the referral to either confirm the initial interim rate or determine a different rate of pay for the restructured or new job classification. The parties must attend such meeting prior to referring the matter to arbitration. If the meeting fails to resolve the issue of a rate of pay, the matter may be referred by either the Union or the Employer at any time thereafter as a grievance under the Expedited Arbitration process set out in Article ZZ.33 and the Arbitrator will have the authority to set the rate of pay and determine the amount of retroactivity, if any

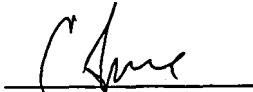
ZZ.35.2 The interim rate established by the Employer shall continue pending a determination by the Joint Pay Equity/Classification Committee or the arbitrator under ZZ.33.

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

Toronto District School Board

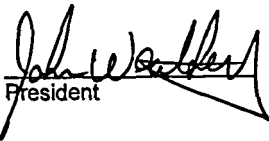


Chair



Director of Education

**LOCAL 4400
CANADIAN UNION OF PUBLIC EMPLOYEES**



President



Vice President



Vice President

Negotiations Team

**Nancy Arnot
Diane Birkmyre-Arding
Bonnie Dineen
Valerie Hannah
Michelle Narayan
David Spek**

APPENDIX A

SCHEDULE OF WAGES

Grade	Effective Sept 1, 2008			Effective Sept 1, 2009			Effective Sept 1, 2010			Effective Sept 1, 2011		
	Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay			Hourly Rates of Pay		
	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2	Step 0	Step 1	Step 2
	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
A	15.29	16.75	18.20	15.75	17.25	18.75	16.22	17.77	19.31	16.71	18.30	19.89
B	15.89	17.44	18.93	16.37	17.96	19.50	16.86	18.50	20.09	17.37	19.06	20.69
C	16.52	18.10	19.67	17.02	18.64	20.26	17.53	19.20	20.87	18.06	19.78	21.50
D	17.17	18.84	20.47	17.69	19.41	21.08	18.22	19.99	21.71	18.77	20.59	22.36
E	17.90	19.57	21.29	18.44	20.16	21.93	18.99	20.76	22.59	19.56	21.38	23.27
F	18.61	20.34	22.13	19.17	20.95	22.79	19.75	21.58	23.47	20.34	22.23	24.17
G	19.33	21.19	23.01	19.91	21.83	23.70	20.51	22.48	24.41	21.13	23.15	25.14
H	20.48	22.43	24.40	21.09	23.10	25.13	21.72	23.79	25.88	22.37	24.50	26.66
I	21.60	23.65	25.72	22.25	24.36	26.49	22.92	25.09	27.28	23.61	25.84	28.10
J	23.05	25.28	27.45	23.74	26.04	28.27	24.45	26.82	29.12	25.18	27.62	29.99
K	24.56	26.88	29.21	25.30	27.69	30.09	26.06	28.52	30.99	26.84	29.38	31.92
L	27.11	29.68	32.26	27.92	30.57	33.23	28.76	31.49	34.23	29.62	32.43	35.26
M	29.80	32.65	35.51	30.69	33.63	36.58	31.61	34.64	37.68	32.56	35.68	38.81
N	32.82	35.92	39.05	33.80	37.00	40.22	34.81	38.11	41.43	35.85	39.25	42.67
O	36.08	39.52	42.96	37.16	40.71	44.25	38.27	41.93	45.58	39.42	43.19	46.95
ITIN- ERANT MUSIC	46.47	50.88	55.33	47.86	52.41	56.99	49.30	53.98	58.70	50.78	55.60	60.46

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

<u>Effective Date</u>	<u>% increase</u>
September 1, 2008	3.0%
September 1, 2009	3.0%
September 1, 2010	3.0%
September 1, 2011	3.0%

APPENDIX B-1

SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

1. The object of this SEB plan is to supplement the employment insurance (E.I.) benefits received by Employees from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
2. The other requirements for receipt of a SEB are:
 - (a) the Employee must apply for and be in receipt of pregnancy or parental benefits from the Human Resources Development Canada;
 - (b) an application of SEB must be made by the Employee on a form to be provided by the Employer and the Employee shall provide proof that the Employee is in receipt of E.I. benefits indicating the weekly amount to be paid by the Human Resources Development Canada;
 - (c) An Employee who has received benefits under the provisions of Appendix B-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-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. The following additional provisions shall apply: 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-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 commencing September 1 and ending August 31.
3. The Employer may accept or reject an Employee's application for the Leave plan.
4. A maximum of seventy-five (75) Employees may receive approval for the Self-Funded Leave for any year in accordance with established selection guidelines.
5. (a) A committee comprised of up to three (3) Employer and up to three (3) Employee representatives shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
 - (b) In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
 - i. Seniority
 - ii. Job Function
 - iii. Previously taken leaves of absence (excluding Pregnancy/Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1 or January 1, subject to 2 (a) above.
8. Withdrawal at the option of the Employee is only permitted by reason of extenuating circumstances. Payment of deferred funds upon withdrawal must be made within ninety (90) days of withdrawal.

9. An Employee on leave shall continue to accumulate seniority and experience for salary purposes and service for vacation entitlement only.
10. An Employee shall not accrue in the year of the leave period vacation or sick leave credits.
11. In each of the four (4) years of the work period that the Employee works for the Employer, the Employer agrees:
- (a) To pay to the Employee eighty percent (80%) of the total salary, as defined in paragraph 11(c), to which but for this Agreement the Employee would otherwise be entitled:
 - (b) To continue to pay the Employer's share of the cost of the Employee's insured employee benefits: and
 - (c) If applicable, to continue the Employer's contribution to the OMERS Pension Plan based on 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 (1) 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 (1) year. An Employee, for personal reasons, may elect to defer the period of leave for one (1) year. The Employer's request or the Employee's election shall be made not later than five (5) months prior to the starting date of the period of leave, or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of 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 month Employees and on the first day of September for less than twelve month Employees.
 - (e) "Basic Salary" means salary as per relevant schedule of the Collective Agreement, exclusive of overtime and is prorated for part-time Employees.
 - (f) "Predecessor Board" means, The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director or designate.
3. The Director or designate shall in accordance with the terms of the Plan have power to do and perform all things necessary for the conduct of the Plan, including the power to allow or disallow any Credits or deductions thereof and to compute upon severance of employment the number of credits to which the Employee is entitled.
4.
 - (a) The Director or designate shall be responsible for keeping a record of accumulated Credits and deductions therefrom.
 - (b) Credits shall be recorded in an Employee's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.

5. (a) Those included in the Plan shall be:
 - (i) all eligible Employees of the Board regularly scheduled to work fifteen (15) hours or more per week in one (1) or more assignment(s) in accordance with Article R.2
 - (b) Those not included in the Plan shall be:
 - (i) Employees not regularly scheduled to work fifteen (15) hours or more in one (1) or more assignment(s);
 - (ii) persons employed on a per diem basis or temporary employees.
 - (iii) Person employed in the summer including students;
6. Subject to the provisions in Part VII relating to Special Leave.
 - (a) At the beginning of each working year there shall be placed in the sick leave account of each Employee included in the Plan on a working year of twelve (12) months, twenty-four (**24**) credits, and on a working year of less than twelve (12) months a prorated number of credits.
 - (b) At the beginning of his/her employment there shall be placed in the sick leave account of each Employee included in the Plan whose employment commences after the beginning of the working year the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.
 - (c) An Employee absent from duty at the start of a Working Year and who has exhausted his/her Credits shall not be entitled to sick leave credit for such Working Year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis. Subject to Article Q.1, an employee absent on unpaid leave of absence (with the exception of Statutory Leave) at the start of a Working Year shall not receive any sick leave Credits for such year. In the event such an Employee returns to work, sick leave shall be credited on a prorated basis.
7. The credits of each Employee included in the Plan shall be accumulated in his/her sick leave account from year to year.
8. To the extent that an Employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

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

Part II – Credits from Previous Plans and Transfers

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

Part III – Absence Due to Illness with Deductions from Credits

12. (a) Absence for illness of the Employee for a period of three (3) consecutive working days or less may be certified by the appropriate manager/principal.
 - (b) Absence for illness over three (3) consecutive working days shall be certified by a licensed medical practitioner, a licensed chiropractor or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases there may be exemptions at the discretion of the Director or designate.
13. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Employee shall be entitled to payment under the Plan.
14. The Director or designate may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery or may appoint a medical practitioner or licentiate of dental surgery at the Board's expense.

15. Subject to the provisions relating to the Workplace Safety and Insurance Board as outlined in Section 18, a Credit shall be deducted from an Employee's sick leave account for each day of absence due to illness or dental condition for which the Employee's salary is paid, and no salary payments shall be made to an Employee for his/her absence due to illness or dental condition beyond the number of Credits in his/her sick leave account.
16. Subject to the provisions relating to the Workplace Safety and Insurance Board, each Employee who is absent from duty due to illness or dental condition shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the Credits in his/her account.
17. Nothing herein precludes an Employee from receiving sick leave pay if absent because of complications arising out of her pregnancy or post delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

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

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

Part V – Sick Leave Credit Gratuities

19. A sick leave Credit gratuity shall be paid:
 - (a) to an Employee who retires and is eligible to receive a normal or early pension or annuity according to the terms and conditions under the Ontario Municipal Employees' Retirement System or the Teachers' Pension Plan;
 - (b) to an Employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
 - (c) to a named beneficiary or to the estate of an Employee who dies while in the employment of the Board;and the amount of such sick leave Credit gratuity shall be calculated as hereinafter provided.

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

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 $\frac{1}{2}$.

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

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

Part VI – Miscellaneous Leave

23. The Director or designate may grant miscellaneous leave up to a maximum in any one (1) year of five (5) days to an Employee on a Working Year of less than twelve months, and six (6) days to an Employee on a working year of twelve (12) months, without loss of salary but with deductions from Credits accumulated under the Plan for the purpose of:
- (a) attending the secondary school or post-secondary 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

EXCLUSIONS

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

37. Benefits Officer (11-3) (East York)
38. Benefits Administrator (11-5) (East York)
39. Staffing Manager – Maintenance (11-4) (Toronto)
40. Office and Staffing Manager – Plant Operations (11-4) (Toronto)
41. Personnel Assistant – Benefits (11-3) (Toronto)
42. Personnel Assistant – Salary (11-2) (Toronto)
43. Personnel Assistant – Pension (1-12) (Toronto)
44. Senior Personnel Assistant (11-4) (Toronto)
45. Personnel Assistant W.S.I.B. (11-3) (Toronto)
46. Personnel Assistant – Occasional Staffing (11-2) (Toronto)
47. Personnel Assistant – Establishment (11-2) (Toronto)
48. Job and Establishment Analyst (11-6) (Toronto)
49. CO-ordinator-Employment Equity (11-4) (Toronto)
50. Personnel Assistant– Teaching Staffing (11-3) (Toronto)
51. Personnel Assistant- Non-tenured Staffing (11-4) (Toronto)
52. Benefits Administrator (11-4) (Etobicoke)
53. Human Resources Services Administrator (11-4) (Etobicoke)
54. Human Resource Services Assistant (1-8) (Etobicoke)
55. Human Resource Services Assistant (1-9) (Etobicoke)
56. Human Resource Services Assistant (1-10) (Etobicoke)
57. Human Resource Services Assistant (11-2) (Etobicoke)
58. Personnel Assistant Employee Relations (11-3) (North York)
59. Personnel Assistant EIS (1112) (North York)
60. Secretary to Job and Establishment Analyst (Toronto)
61. Financial Systems Officer (11-5) (Scarborough)
62. General Accountant (11-5) (Scarborough)
63. Budget Officer (11-6) (East York)
64. Secretary – Employee Relations (119) (MTSB)
65. Assistant Employee Relations Officer (1114) (Toronto)
66. Employee Relations Clerk (1110) (Toronto)
67. Secretary to Chief Negotiator (1111) (York)
68. Secretary to Superintendent Support Staff (1111) (York)
69. Clerk – Labour Relations (119) (North York)
70. Analyst – Employee Relations (11-6) (MTSB)
71. Employee Benefits Officer – Analyst (1114) (MTSB)
72. Budget Administrator (11-5) (Etobicoke)
73. Procedures Analyst (11-6) (Etobicoke)
74. Capital and Operating Funds Officer/Financial Analyst (11-4) (MTSB)
75. Budget Officer (11-4) (North York)
76. Internal Auditor (11-6) (North York)
77. Supervisor of Finance (11-5) (North York)
78. Health and Safety Officers and Assistants
 - Coordinator Occupational Health & Safety Resource Centre SII-6 (MTSB)
 - Project Officer Occupational Health & Safety (MTSB)
 - Occupational Health & Safety Officer SII-5 (EY)
 - Advisor, Occupational Health & Safety (Scar)

- Occupational Health & Safety Asst (Scar)
 - Assistant Health & Safety Officer (Toronto)
79. Senior Administrative Services Staff
- Admin. Asst. – School Supt.
 - Admin Asst. – Senior Admin Services
 - Board/Committee Reporter
 - Executive Asst. to the Chair
 - Executive Assistant
80. Administrative Assistant to Senior Manager of Communication (TDSB)
81. Full-time Security Staff
- Supvr Admin Unit Security SII-6 (NY)
 - Security Officer (Etobicoke)
 - Advisor Plant Security (Scar)
82. Secretary to Superintendent
83. Computer System Support Supervisor (II-5) (Scarb)
84. Payroll Supervisor – Teaching (11-5) (Scarb)
85. Payroll Supervisor – Business and Operations (II-5) (Scarb)
86. Personnel Officer – Staffing (11-5) (Scarb)
87. Supervisor – A/V Services (II-5) (Scarb)
88. Supervisor – Resource Management (11-6) (Scarb)
89. Technical Supervisor – Learning Resources (11-6) (Scar)
90. Supervisor of Payroll (II-4) (East York)
91. Manager Employee Records (II-4) (North York)
92. Staff Assistant – Curriculum (II-4) (North York)
93. Staff Assistant – Director’s Office (II-4) (North York)
94. Staff Assistant – Trustee Services (II-4) (North York)
95. Staff Assistant – Supt Personnel (II-4) (North York)
96. Staff Assistant – Superintendent of Schools (II-4) (North York)
97. Race/Ethnic Consultant (11-5) (North York)
98. Staff Assistant Director (11-5) (North York)
99. Manager of Payroll Services (11-6) (North York)
100. Office Manager – Communications Unit (11-3) (North York)
101. Supervisor Media Production (11-6) (North York)
102. Payroll Supervisor (11-6) (Toronto)
103. Supervisor Asset and Materials Management (11-5) (Toronto)
104. Supervisor School Food Services (11-5) (Toronto)
105. Office Administrator – Curriculum (II-4) (Toronto)
106. Manager – Job Record Cards – Work Order (II-4) (Toronto)
107. Office and Staffing Co-ordinator (II-4) (Toronto)
108. Supervisor – Multi-Media Support Technician (11-6) (Toronto)
109. Training Administrator (11-6) (Toronto)
110. Supervisor – Micro Computer Support Technicians (11-6) (Toronto)
111. Supervising Security Officer (II-) (Etobicoke)
112. Payroll Supervisor (11-5) (Etobicoke)
113. Supervisor Admin. Services (Etobicoke)
114. Transportation Supervisor (11-6) (Etobicoke)

115. Supervisor-Word Processing Centre (11-4) (Scarb)
116. Supervisor-Computer Room (11-4) (Scarb)
117. Office Administrator – Finance (11-4) (Scarb)
118. Supervisor – Academic Records (11-4) (Scarb)
119. Librarian (II-5) (Scarb)
120. Clerk H – Recruitment (IA-H) (Scarb)
121. Admin. Secretary – Personnel (Secretary to Pers. Officer – LR & Comp) (IA-H) (Scarb)
124. Supv. Design and Renovations (11-6) (E.Y.)
125. Asst. Mgr. of Accounting (11-6) (E.Y.)
126. Supvr Plant Info Centre (SII-5) (NY)
127. Supvr Purchasing - Tech (SII-5) (NY)
128. Client Svs Coordinator (SII-6) NY
129. Consultant Partners in Educ (SII-5) NY
130. Continuing Education Assistant (11-4) (Etobicoke)
131. Community Education Assistant (II-5) (Etobicoke)
132. Business Skills Development Coordinator (11-5) (Etobicoke)
133. Assistant Manager – Information Services (11-6) (Etobicoke)
134. Accounting Supervisor (11-5) (Etobicoke)
135. Aquatic Program Specialist (11-4) (MTSB)
136. Purchasing Administration Supervisor (11-5) (MTSB)
137. Professional Librarian (11-5) (York)
138. Supervisor Distribution Services (I-12) (York)
139. Benefits Analyst – Human Resources – Schedule II – Grade 6
140. Employee Health & Welfare Admin (2) – Human Resources – Schedule II – Grade 6
141. Executive Assistant (Academic Accountability) - Sr. Admin.Svcs.
142. Executive Assistant (Business Services)-Sr.Admin.Svcs.
143. Executive Assistant (Facilities & Capital)-Sr.Admin.Svcs.
144. Executive Assistant (Human Resources) - Sr. Admin.Svcs.
145. Executive Assistant (Instruction)-Sr.Admin.Svcs.
146. Executive Assistant (Student & Community Services)-Sr. Adm Svcs.
147. Executive Assistant to the Chair of the Board - Sr. Admin.Svcs.
148. HR Asst. Units A,B,E & Criminal Records - HR – Schedule II – Grade 2
149. HR/Office Asst. (2) Elem.Staffing & Teacher Neg. - HR – Schedule II – Grade 2
150. HR/Office Asst. (2) Sec. Staffing & Teacher Neg. - HR – Schedule II – Grade 2
151. HR Admin. Unit B & General Interest (2) - HR – Schedule II – Grade 5
152. HR Admin. -Central Staff - Non-Union & Unit C (2) - HR – Schedule II – Grade 5
153. HR-Admin.Unit C-Schools (4) - HR – Schedule II – Grade 6
154. HR-Admin.-Unit D (2) - HR – Schedule II – Grade 6
155. HR Asst. Unit C Schools (2) - HR – Schedule II – Grade 2
156. HR Asst. Unit D (2) – HR – Schedule II – Grade 2
157. HR Asst. Central Staff non-union C (2) - HR – Schedule II – Grade 2

APPENDIX G

TRAINING

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

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

Schedule A

Letters of Understanding

And

Letters of Intent

September 1, 2008 to August 31, 2012

SCHEDULE A - LETTERS OF UNDERSTANDING AND LETTERS OF INTENT

1. ALLOWANCE FOR EMERGENCY REPLACEMENT IN OCCASIONAL TEACHING

- UNQUALIFIED APPOINTMENT

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

2. ATTRIBUTED HOURS OF INSURABLE EMPLOYMENT FOR ITINERANT MUSIC INSTRUCTORS

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

Itinerant Music Instructors are deemed to be paid one and a half (1.5) hours for each instructional hour.

3. ELECTRONIC POSTINGS IMPLEMENTATION COMMITTEE

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

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

In the 2010-2011 school year during the phase-in period, postings will be available in both hard copy and electronic format for the entire school year.

After this time it is agreed that postings will only be available in electronic format.

4. JOB DESCRIPTION

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."

5. 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.

6. 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.

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

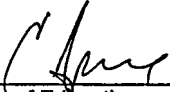
The Board will develop a proposal for a Pay-Direct Drug Card based on the following guiding principles.

1. The period of the Pilot Project shall be limited to a one year period from September 1, 2010 to August 31, 2011.

2. The implementation of a Pay-Direct Drug Card system will not alter any of the existing provisions of the Extended Health Care Plan other than the system of re-imbusement of eligible prescription drugs.
3. Eligible employees must be employed in the Bargaining Unit during the term of the Pilot Project, and must be enrolled in the Extended Health Care plan.
4. Should the Parties fail to agree on the terms of a costing framework for the Pilot Project, effective September 1, 2010, improvements to existing provisions in the following areas in the Extended Health Care and Dental Care Plans will be discussed and agreed upon by August 31, 2010:
 - a) Improvements to ODA rates
 - b) Improvements to Vision Care
 - c) Improvements to Physiotherapy benefits
5. All costs of this Pilot Project will be covered by CUPE 4400's share of the Board's funding enhancement for benefit costs, estimated at \$1,197,535.
6. The parties will meet to develop a costing framework to measure the costs arising as a consequence of implementing the pilot project. The parties must agree on the final costing framework by November 27, 2009 for the Pilot Project to be implemented.
7. If the costs incurred as a result of the Pilot Project is less than CUPE 4400's share of the benefit enhancement of the estimated \$1,197,535, the parties will meet to discuss utilization of the funds.
8. If CUPE's share of the benefit enhancement under the PDT (currently estimated to be \$1,197,535) does not cover the total costs of the Pilot Project, CUPE 4400 will pay to the Board the amount by which the total costs of the Pilot Project exceeds CUPE 4400's share of the benefit enhancement within 60 days of the invoice date.
9. Notwithstanding the agreement by the parties that the Pilot Project will terminate on August 31, 2011, the parties may agree in writing to extend the Pilot Project.

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

Toronto District School Board



Director of Education

LOCAL 4400
CANADIAN UNION OF PUBLIC EMPLOYEES



President

LETTER OF UNDERSTANDING
BETWEEN
CUPE LOCAL 4400, UNIT "C" (the "Union")
AND
TORONTO DISTRICT SCHOOL BOARD (the "Employer")

8. EARLY LEARNING PROGRAM

Re: Amendments to the 2008-2012 Collective Agreement to encompass the introduction of the Early Learning Program

The Employer and the Union agree to amend the provisions of the 2008-2012 Collective Agreement as follows:

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

BB.3 As an organizational method, the implementation of these procedures, except as noted above, will be by the following Job Categories:

- office clerical staff
- technical staff
- Early Childhood Educators
- educational assistants (regular program and special education) and early childhood assistants
- special needs assistants
- itinerant music instructors
- nutrition services staff
- aquatics staff
- lunchroom supervisors (regular program) and noon-hour assistants (special education)
- contracted services
- school-based safety monitors
- Individual Student Support Assistants (ISSA-SIP)
- Other staff

ARTICLE W – HOURS OF WORK

W.6.2. (new) Notwithstanding W.6 and W.6.1, the start time for Employees working in the Early Learning Program or at Employer-operated daycares may be as early as 6:30 a.m., and the end time as late as 6:30 p.m.

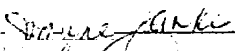
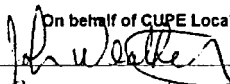
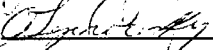
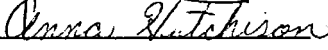
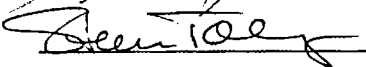
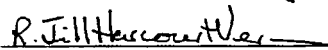
Schedule B – Amend by adding the following;
 SCHOOL BASED POSITIONS

Position	Normal Work Year as at June 2008	Normal Work Hours as at September 2010
Early Childhood Educator	School Year	6
Early Childhood Assistant	School Year	various

DATED AT TORONTO, THIS 23 DAY OF MARCH, 2010

On behalf of the Toronto District School Board

On behalf of CUPE Local 4400

	
	
	_____
	_____

Schedule B

Unit C Positions as at June 2008

The noted position titles, normal work year
and normal work hours are subject to
amendments, additions
and deletions

Schedule B – Unit C Positions as at June 2008
BOARD SERVICES

Position	Section	Normal Work Year as at June 2008'	Normal Work Hours as at June 2008'
Central Transcript Office Assistant	Policy, Strategic Planning & Accountability	12 months	7
Clerical Assistant	Museum and Archives	12 months	3.5
Community Support Worker	Student & Community Equity	School Year	7
Conservator	Museum and Archives	12 months	7
Key Media Specialist	Communications and Public Affairs	12 months	7
Media Specialist	Communications and Public Affairs	12 months	7
Office Assistant	Communications and Public Affairs	12 months	7
Records Clerk – Central Transcript Office	Policy, Strategic Planning & Accountability	12 months	7
Web Analyst	Communications and Public Affairs	12 months	7
Web Designer	Communications and Public Affairs	12 months	7

The above is subject to amendments, additions and deletions

- Not a guarantee of work

Position	Normal Work Year as at June 2008'	Normal Work Hours as at June 2008'
Cafeteria Coordinator	Based on operational needs & revenue	Based on operational needs & revenue
Cafeteria General Support	Based on operational needs & revenue	Based on operational needs & revenue
Cafeteria Program General Support	Based on operational needs & revenue	Based on operational needs & revenue
Financial Administrator – Nutrition Services	12 months	7
Nutrition Liaison Officer	12 months	7
Nutrition Services Assistant	12 months	7

Position	Normal Work Year as at June 2008' Based on operational needs & revenue	Normal Work Hours as at June 2008' Based on operational needs & revenue
Nutrition Services Education Centre Coordinator	Based on operational needs & revenue	Based on operational needs & revenue
Nutrition Services Outdoor Education Centre Coordinator	Based on operational needs & revenue	Based on operational needs & revenue
Nutrition Support	Based on operational needs & revenue	Based on operational needs & revenue
Office Assistant, Business Opportunities	12 months	7
Office Assistant, Strategic Planning & Policy	12 months	7

Position	Normal Work Year as at June 2008'	Normal Work Hours as at June 2008'
Account Reconciliation Analyst	12 months	7
Accounts Payable Administrator	12 months	7
Administrative Support Clerk	12 months	7
Admissions Assistant	12 months	7
Cash Receipts Analyst	12 months	7
Clerk - Fleet Transportation	12 months	7
Coordinator of Transportation to System-wide Programs	12 months	7
Cost Posting Analyst	12 months	7
Customer Service/Marketing Specialist	12 months	7
Finance Administrative Clerk	12 months	7
General Accountant	12 months	7
Insurance Administrator	12 months	7
International Liaison	12 months	7
Materials Requirement Planning Controller	12 months	7
Office Assistant - Printing, Mailroom, Courier	12 months	7
Office Assistant - Student Transportation	12 months	7
Office Clerk - Print, Mail Courier & Logistics	12 months	7
Operator - Printing Services	12 months	7
Postal Handler	12 months	7
Production Coordinator - Printing Services	12 months	7

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Property Accountant	12 months	7
Purchasing Specialist	12 months	7
Revenue and Collections Analyst	12 months	7
Route Planner	12 months	7
School Business Support Specialist	12 months	7
Senior Accounts Payable Administrator	12 months	7
Senior Postal Handler	12 months	7
Transportation Clerk	12 months	7
Transportation Planning Clerk	12 months	7
Trust and Donations Administrator	12 months	7

The above is subject to amendments, additions and deletions

* Not a guarantee of work

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Administrative Assistant - LINC	Subject to Funding	Subject to Funding
Bilingual Employment Advisor	Subject to Funding	Subject to Funding
Employment Advisor	Subject to Funding	Subject to Funding
Employment Specialist	Subject to Funding	Subject to Funding
Financial/Audit Assistant	12 months	7
Host Facilitator	Subject to Funding	Subject to Funding
Information Assistant	Subject to Funding	Subject to Funding
Intake and Orientation Assistant	Subject to Funding	Subject to Funding
Intake and Orientation - Saturday	Subject to Funding	Subject to Funding
Job Developer	Subject to Funding	Subject to Funding
LINC Lead Childminder	Subject to Funding	Subject to Funding
Marketing Specialist	Subject to Funding	Subject to Funding
Mobile Career Directions Facilitator	Subject to Funding	Subject to Funding
Mobile Employment Counsellor	Subject to Funding	Subject to Funding
Office Assistant-- Literacy and Basic Skills	Subject to Funding	Subject to Funding
Office Clerk	12 months	7

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Partnership Development Assistant	12 months	7
Placement Developer	Subject to Funding	Subject to Funding
Program Technician	Subject to Funding	Subject to Funding
Project Clerk	Subject to Funding	Subject to Funding
Reception and Site Clerical – LBS	Subject to Funding	Subject to Funding
Saturday Information Assistant	Subject to Funding	Subject to Funding
Site Clerical LINC	Subject to Funding	Subject to Funding

The above is subject to amendments, additions and deletions

* Not a guarantee of work

EMPLOYEE SERVICES

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Benefits Assistant	12 months	7
Benefits Reconciliation Analyst	12 months	7
Clerical Assistant/Receptionist	12 months	7
Employee Services Assistant – Unit C Schools	12 months	7
Employee Services Assistant. Continuing Education	12 months	7
Employee Services Clerk – Unit B and General Interest	12 months	7
Integration Tester - HRIS	12 months	7
File Clerk	12 months	7
Health and Welfare Assistant	12 months	7
Occasional Teachers Help Desk Operator	11 months	7
Office Assistant – Employment Equity	12 months	7
Payroll Business & Support Officer	12 months	7
Payroll Cost Analyst	12 months	7
Payroll Deductions Analyst	12 months	7
Payroll Deductions Officer	12 months	7
Payroll Pensions Officer	12 months	7
Payroll Teaching Officer	12 months	7
Payroll Technical & Production Support	12 months	7
Pension Analyst	12 months	7
Police Reference Check Assistant	12 months	7

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Receptionist	12 months	7
Records Assistant – Secondary & Occasional Teachers	12 months	7
Records Assistant – Unit B and General Interest	12 months	7
Records Assistant – Unit E	12 months	7
Records Assistant, Employee Information Archive	12 months	7
Records Clerk – Elementary	12 months	7
Records Clerk – Secondary and Occasional Teachers	12 months	7
Records Clerk, Employee Information Archive	12 months	7
Recruitment Assistant	12 months	7
Staffing/Records Assistant – Unit D	12 months	7
Trainer/Helo Desk Support Spec. HRIS	12 months	7

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Budget Finance Assistant	12 months	7
Call Centre Agent	12 months	8
Call Centre Agent (Part-time)	12 months	12
CMMS Technician	12 months	7
Data Team Leader	12 months	7
Drafting Technician	12 months	7
Drawing Records Assistant	12 months	7
Educational Planning Assistant	12 months	7
Energy Administrator	12 months	7
Energy Analyst	12 months	7
Energy Assistant	12 months	7
Facilities Assistant	12 months	7
Facilities Projects Info Technician	12 months	7
Land Use Planning Technician	12 months	7
Leasing Agent	12 months	7
Pay/Attendance Assistant	12 months	7
Permits Clerk	12 months	7

Position	Normal Work Year as at June 2008'	Normal Work Hours as at June 2008'
Planning Estimator	12 months	7
Planning/Geo Info Systems Technician	12 months	7
Project Tracking Assistant	12 months	7
Projects Customer Service Assistant	12 months	7
Records Mgmt Assistant	12 months	7
Security Patrol Officer (Part-Time)	12 months	12
Senior Call Centre Agent	12 months	8
Senior Educational Planning Assistant	12 months	7
Senior Facilities Assistant	12 months	7
Senior Permits Clerk	12 months	7
Standards/Compliance/Environment Asst.	12 months	7
Utility Data Clerk	12 months	7
Waste Management Specialist	12 months	7

The above is subject to amendments, additions and deletions

- Not a guarantee of work

INFORMATION TECHNOLOGY

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008'
Administrator, SAP ABAP	12 months	7
Administrator, SAP BASIS	12 months	7
Administrator, SAP Security	12 months	7
Analyst 1, Database Services	12 months	7
Analyst 1, Desktop Support	12 months	7
Analyst 1, Security Management	12 months	7
Analyst 1, System Management	12 months	7
Analyst 1, System Security Administration	12 months	7
Analyst 1, System Software Support	12 months	7
Analyst 1, Systems Architecture	12 months	7
Analyst 1, Systems Capacity Planning	12 months	7
Analyst 1, Systems Integration	12 months	7
Analyst 1, Test Facility Support	12 months	7
Analyst, Capacity Planning	12 months	7
Analyst, Computer Telephony Integration	12 months	7
Analyst, Network Architecture	12 months	7

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008'
Analyst, Network Management	12 months	7
Analyst, Remedy Administration & System	12 months	7
Analyst, Remedy Integration & Application	12 months	7
Analyst, Voice Mail Services	12 months	7
Analyst, Wireless Systems	12 months	7
Data Administrator	12 months	7
Data Analyst	12 months	7
GIS Data Administrator Specialist	12 months	7
Learning Management System Administrator and PD Specialist	12 months	7
Learning Management System and PD Assistant	12 months	7
Office Assistant - Technical Services	12 months	7
Office Assistant (Project Off & Svs)	12 months	7
SAP Trainer	12 months	7
Senior Programmer Analyst	12 months	7
Senior Programmer Analyst - SAP	12 months	7
Senior Programmer Analyst - SIS	12 months	7
Senior Team Leader Help Desk Operations	12 months	7
SIS Support Specialist	12 months	7
Specialist I, End User Support Assistant	12 months	7
Specialist I, Field Services Technician	12 months	7
Specialist I, Help Desk Technical Support	12 months	7
Specialist I, Network Operations	12 months	7
Specialist II, Academic Services Hardware/Software Support	12 months	7
Specialist II, Field Services Technologist	12 months	7
Specialist II, Help Desk Technical Support	12 months	7
Specialist III, Configuration Management	12 months	7
Specialist III, Desktop Management Support	12 months	7
Specialist III, End User Support	12 months	7
Specialist III, Help Desk Team Leader	12 months	7
Specialist III, Knowledge Base	12 months	7
Specialist III, Network Management	12 months	7
Specialist III, System Integration	12 months	7
Specialist III, System Management	12 months	7

<i>Position</i>	<i>Normal Work Year as at June 2008'</i>	<i>Normal Work Hours as at June 2008'</i>
Specialist III, System Security Administration	12 months	7
Specialist III, Tel Peer-to-Peer	12 months	7
Specialist III, Telecommunications	12 months	7
Specialist IV, Communications & Training	12 months	7
Systems Analyst	12 months	7
Team Leader, Field Services	12 months	7

<i>Position</i>	<i>Normal Work Year as at June 2008*</i>	<i>Normal Work Hours as at June 2008'</i>
Adult Day School Office Administrator	School Year + 4 weeks	7
Adult Day School Senior Office Administrator	School Year + 4 weeks	7
Adult Day School Office Assistant	School Year + 4 weeks	7
After School Inner City Program Assistant	School Year	7
Alternative/Small School Secondary Administrator	School Year + 4 weeks	7
Broadcast Maintenance Technician	School Year	7
Ceramics Technician	School Year	7
Deafblind Intervenor	School Year	7
EA - Alternative and Safe School	School Year	6**
EA - Day/Blind Program	School Year	6**
EA - Deaf and Hard of Hearing (Oral)	School Year	6**
EA - Deaf and Hard of Hearing (Signing)	School Year	6**
EA - French Immersion	School Year	6**
EA - Intensive Support for Section (23) High Risk Needs	School Year	7
EA - Intensive Support Low/Inc High Risk	School Year	6**
EA - Moderate to Severe Needs	School Year	6**
EA - Programming Needs Mild Moderate	School Year	6**
EA - Regular Program	School Year	6**
Elementary Instructor/Lifeguard	School Year	7
Elementary School Office Administrator	School Year + 1 week**	7
Elementary School Secretary	School Year + 1 week**	7

Position	Normal Work Year as at June 2008'	Normal Work Hours as at June 2008'
Food Program Assistant	School Year	6
Household Science Assistant	School Year	7
Individual Student Support Assistant - SIP Intensive Support for Low Incidence High Risk Needs	School Year	6**
Individual Student Support Assistant - SIP Moderate to Severe Needs	School Year	6**
Junior High School Administrator	School Year + 4 weeks	7
Junior High School Office Assistant	School Year + 4 weeks	7
Laboratory Assistant	School Year	7
Library Technician – Adult Day Schools	School Year	7
Lunch Supervisor	School Year	1.25
Noon Hour Assistant -DD Program	School Year	2
School Based Safety Monitor - Sec.	School Year	7
Secondary Instructor/Lifeguard	9 months	7
Secondary School Office Administrator	School Year + 4 weeks	7
Secondary School Office Assistant	School Year + 4 weeks	7
Sign Language Facilitator	School Year	6
Special Needs Assistant	School Year	6**
Technological Program Assistant -Transportation	School Year	7
Theatre Technician	School Year	7

SCHOOL SERVICES

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Administrator – E-Learning	12	7
Aquatic Instructor - Dev Disability	Based on Program Needs	Based on Program Needs
Aquatic Instructor - Dev Disability-Summer School	Based on Program Needs	Based on Program Needs
Aquatic Instructor – Physical Disability	School Year	7
Artsjunktion Attendant	School Year + 2 weeks	5
Assistive Tech-Low Inc Physical Health DD	School Year + 2 weeks	7
Assistive Technician	School Year + 2 weeks	7
Assistive Technician – Vision Program	School Year + 2 weeks	7
Braille Transcriber	12 months	7
Brailist Day/Blind Program	School Year	7
Budget/Finance Assistant - Continuing Education	12 months	7
Career Information Specialist	School Year + 2 weeks	7
Central Office Assistant	12 months	7
Central Office Assistant -Section 23	12 months	7
Circulation/Booking Technician	12 months	7
Clerical Assistant – Secondary Credit Summer School	Based on Program Needs	Based on Program Needs
Computer Technician, Adult ESL	School Year	6
Computer Technician, Adult Day School	School Year	7
Coop Placement Developer	Based on Program Needs	Based on Program Needs
Curriculum Resource Materials Assistant	12 months	7
Curriculum Resource Materials Specialist	12 months	7
Early Childhood Assistant	Based on Program Needs	Based on Program Needs
Early Childhood Educator	Based on Program Needs	Based on Program Needs
Ecological Literacy & Sustainable Dev Specialist	School Year	7
EcoSchools Certification Specialist	School Year	7
Educational Assistant – Intensive Support- DD Summer School	Based on Program Needs	Based on Program Needs
Educational Assistant – Intensive Support- PD Summer School - SunnyView	Based on Program Needs	Based on Program Needs

Position	<i>Normal Work Year as at June 2008*</i>	<i>Normal Work Hours as at June 2008*</i>
English/Literacy Circulating Library Asst.	12 months	7
English/Literacy Circulating Library Clerk	12 months	7
Hall Monitor – Secondary Credit Summer School	Based on Program Needs	Based on Program Needs
Head Cook/Program Support -Outdoor Education Centre	School Year	8
Horticultural Instructor	School Year	6
Intake Worker, Newcomer Reception Centre	12 months	7
International Languages – Elementary Administrator	Based on Program Needs	Based on Program Needs
Itinerant Aquatic Instructor - DD	School Year	7
Itinerant Music Instructor - Band	Based on Program Needs	Based on Program Needs
Itinerant Music Instructor - Orff	Based on Program Needs	Based on Program Needs
Itinerant Music Instructor - Recorder	Based on Program Needs	Based on Program Needs
Itinerant Music Instructor - Steel Pan	Based on Program Needs	Based on Program Needs
Itinerant Music Instructor - Strings	Based on Program Needs	Based on Program Needs
Itinerant Music instructor - Vocal	Based on Program Needs	Based on Program Needs
Job Coach	School Year	7
Key Media Specialist	12 months	7
Librarian - Reference & Collection	12 months	7
Librarian - Reference & Online Services	12 months	7
Librarian - Reference & School Selection Support	12 months	7
Library Assistant - General	12 months	7
Library Asst - Circulation	12 months	7
Library Asst - School Library Selection Support	12 months	7
Library Cataloguing Assistant	12 months	7
Library Cataloguing Technician	12 months	7
Library Media Systems/Web Specialist	12 months	7
Library Systems Technician	12 months	7
Library Technician - Professional Library Services	12 months	7
Library Technician, Adult ESL	School Year	6

<i>Position</i>	<i>Normal Work Year as at June 2008*</i>	<i>Normal Work Hours as at June 2008*</i>
Library Technician. Vision Program	School Year + 2 weeks	7
Lifeguard (Dev & Phy Disabilities)	Based on Program Needs	Based on Program Needs
Lifeguard (Dev & Phy Disabilities) Summer School	Based on Program Needs	Based on Program Needs
Media Booking & Circulation Assistant	12 months	7
Media Specialist	12 months	7
Music Events Assistant	School Year	7
Music Events Facilitator	School Year	3.5
Music Library Assistant	School Year	3.5
Office Administrator - Alternative and Safe Schools Program	School Year - 4 weeks	7
Office Administrator - Continuing Education	12 months	7
Office Administrator - Lib and Learning	12 months	7
Office Administrator -Secondary Alternative Schools	School Year - 4 weeks	7
Office and Project Assistant (Research&IS)	12 months	7
Office Assistant - Continuing Education	12 months	7
Office Assistant - Early Years/Childhood Initiatives	12 months	3.5
Office Assistant - Hearing Program	School Year	3.5
Office Assistant - Music Dept.	12 months	7
Safe School Office Assistant	12 months	7
Office Assistant - Spec Ed	12 months	7
Office Assistant -Vision Program	School Year	7
Orientation and Mobility Specialist	School Year + 2 weeks	7
Outdoor Education Office Administrator	School Year + 1 week	7
Outdoor Education Specialist	School Year	a
Oral and Sign Instructor	Based on Program Needs	Based on Program Needs
Pediculosis Program Advisor	School Year	7
Performing Arts Convenor	School Year	7
Placement Facilitator - Coop & Experiential Learning	12 months	7
Preview Liaison. Media Booking, Circulation Asst.	12 months	7

Position	Normal Work Year as at June 2008*	Normal Work Hours as at June 2008*
Program Office Administrator	12 months	7
Program Office Adm Literacy/Numeracy	12 months	7
Program Office Assistant	School Year + 2 weeks	7
Program Support Specialist - CSRC & TOPS	12 months	7
Receptionist/Clerical Assistant - Continuing Education	12 months	7
Records/File Clerk (Spec Educ)	12 months	7
Registration Clerk	Based on Program Needs	Based on Program Needs
Research & Information Analyst	12 months	7
Safe Interventions Trainer	School Year + 1 week	6
SciTech Kit Technician	School Year	7
Secretary – Secondary Credit Summer School	Based on Program Needs	Based on Program Needs
Site Clerical – International Languages	Based on Program Needs	Based on Program Needs
Specialist, Special Education Language Lab	School Year + 2 weeks	7
Sports Organizer	School Year + 4 weeks	7
Student Travel/Safety Assistant	According to Needs	According to Needs
Summer School Classroom Assistant	Based on Program Needs	Based on Program Needs
Summer School Sign Language Facilitator	Based on Program Needs	Based on Program Needs
Summer School Clerk	Based on Program Needs	Based on Program Needs
Summer School Deaf/Blind Intervenor	Based on Program Needs	Based on Program Needs
Training Assistant – SpecEduLangLab	School Year + 2 weeks	7
Training Assistant - PDD/ASD Team	School Year	7
Video Reference & Cataloguing Technician	12 months	7
Video Technician	12 months	7
Virtual School Technical Administrator	12 months	7

The above is subject to amendments, additions and deletions

- Not a guarantee of work

INDEX

A	
Absence from Work	
Stewards, Members of Committees and	
Unions Officers	15
Accommodation	105
During Pregnancy.....	105
Representation	16
Allowances	66
Car.....	66
Emergency Replacement Persons	
.....	68, 142, 167, 168
Travel.....	66
Uniforms and/or Footware.....	68
Appendix F	136
Appendix G	140
Arbitration.....	19
B	
Benefits	47
Brochures.....	52
Change of Status.....	47
Continuation on Layoff	52
Copy of Employee Benefits Plans.....	52
Dental Care Plan.....	49
EI Premium Rebate.....	52
Eligibility.....	47
Extended Health Care Plan.....	48
Group Life Insurance.....	51
Infant Care/Child Care Leave.....	41
L.T.D. Superior Benefits.....	52
Long Term Disability Plan.....	50
Pregnancy and Parental Leave.....	40
Provision for Retired Employees	52
Provision of Information.....	169
Semi-Private Hospital Care Plan.....	48
Bereavement.....	47
During Vacation.....	57
Board Policy, Agendas and Minutes ..	13
Bulletin Boards.....	12
C	
Car Allowance	66
Change of Address	22
D	
Definitions	8
Dental Care.....	<i>See Benefits</i>
Discipline and Discharge.....	23
Duration and Termination.....	104
E	
Early Learning Program	146
Electronic Postings Implementation	
Committee	142
Emergency Replacement Person	
Salary Rate.....	168
Emergency Replacement Person	
Allowance.....	68
Emergency Replacement Persons..	142, 167
Employee Information	13
Change of Information.....	13, 22
Exclusions	136
Extended Health Care.....	<i>See Benefits</i>
F	
Family Medical Leave.....	44
SEB.....	46, 122
G	
Grievance Procedure	18
Arbitration	19
Group Grievance.....	20
Investigating.....	15
Policy Grievance.....	20
Committees	
Absence from Work.....	15
Labour Management.....	14
Negotiations.....	14
Pay Equity/Classification	17, 168
Stewards'	15
Continuous Service	56
Contracting Out	71
Correspondence.....	13

Step 1	18
Step 2	19
Group Life Insurance.....	<i>See Benefits</i>

H

Harassment and Discrimination	
Personal Harassment.....	24
Protection	24
Representation for Harassment.....	16
Violations	24
Health and Safety.....	24
First Aid Kits	24
Hours of Work	59
Cancellation of Permit.....	65
Food Services.....	65
Length of Work Day	60
Lieu Time.....	63
Normal Work Day.....	60
Overnight Visit.....	65
Overtime.....	62
Rest and Lunch Period.....	62
Running Lunch.....	62
Shift Premiums.....	62
Start Time	60
Work Outside Regular Hours of Work	64

I

Infant Care/Child Care Leave.....	41
Benefits and Seniority	41
Investigating Grievances	15
Itinerant Music Instructors	
Hours of Insurable Employment.....	142

J

Job Descriptions.....	143
Job Security	71
Contracting out.....	71
Technological Change	72
Volunteers.....	72

L

L.T.D. Superior Benefits.....	<i>See Benefits</i>
Labour Management Committee.....	14
Lateral Transfer.....	34
Leaves of Absence.....	37
Change of Notice to End Leave.....	41

Family Medical Leave.....	44
Full-time Union Duties.....	42
General.....	37
Infant Care/Child Care	41
Parental.....	38
Political Activity	37
Pregnancy.....	37
Return to Work	44
SEB	40, 46, 122
Self Funded Leave Plan	44
Short Duration Union Leaves.....	42
Union Conventions and Seminars.....	43
Letters of Understanding And Letters of Intent	
Early Learning Program.....	146
Lieu Time	63
Long Term Disability	<i>See Benefits</i>
Lunch Period.....	62
Running Lunch	62

M

Management Rights	10
Medication	
Administer.....	103

N

Negotiations Committee.....	14
No Cessation of Work	11

O

O.H.I.P.	143
Overtime.....	62
Distribution of Overtime.....	63
Lieu Time	63

P

Paid Holidays	53
Eligibility	53
Entitlement.....	53
Parental Leave.....	38
Benefits and Seniority.....	40
Definition of Parent.....	39
End of Leave.....	39
Return to Work	42
Pay Equity/Classification.....	168
Pay Stubs.....	71

Pension Plan.....	71
Permits.....	12
Personal Services.....	143
Personnel Files.....	22
Pilot Project for Pay-Direct Drug Card System-Guiding Principles.....	143
Posting and Promotion	
<i>Definition of Promotion</i>	35
Lateral Transfer.....	34
Rates of Pay.....	36
Temporarily Transferred.....	36
Posting and Promotion Process.....	32
Pregnancy Leave.....	37
Benefits and Seniority.....	40
Return to Work.....	42
SEB.....	40, 120
Probationary Period.....	25
Professional Development/Activity Days	59
Professional Fees and Licenses.....	104
Purpose.....	9

R

Recognition.....	9
Record of Employment.....	70
Relationship.....	12
Representation.....	14
CUPE National Representatives and/or Consultants.....	17
Return to Work, Accommodation or Harassment.....	16
Rest Period.....	62
Restructuring.....	106
Retired Employees	
Provision for Benefits.....	52
Return to Work	
Representation.....	16

S

Schedule A.....	142
Schedule B.....	149
SEB.....	120, 122
Eligibility.....	40, 46
Family Medical Leave.....	122
Pregnancy or Parental Leave.....	120
Self-Funded Leave Plan.....	44, 124

Semi-Private Hospital Care See Benefits	
Seniority Provisions.....	25
Infant Care/Child Care Leave.....	41
Loss of Seniority.....	31
Pregnancy and Parental Leave.....	40
Seniority Lists.....	27
Surplus/Transfer/Bumping/Lay- Off/Recall Procedures.....	93
Temporary Employee.....	28
Shift Premiums.....	62
Sick Leave Credit and Gratuity Plan.....	47, 128
Bereavement Leave for Employees not Covered.....	47
Credits from Previous Plans and Transfers.....	130
Due to Illness with Deductions.....	130
During Vacation.....	57
Eligibility.....	47
General.....	128
Gratuities.....	131
Miscellaneous Leave.....	133
Special Leave.....	134
<u>Workplace Safety and Insurance Act</u>	131
Site Surplus.....	93, 95
Stewards'	
Committee.....	15
Successor Rights.....	103
Surplus/Transfer/Bumping/Lay- Off/Recall Procedures.....	74
Contracted Services Provisions.....	79
Definitions.....	74
General Provisions.....	75
ISSA-SIP Provisions.....	78
Itinerant Music Instructor Provisions.....	79
Layoff.....	99
Lunchroom Supervisor Provisions.....	92
Recall.....	101
Seniority Disputes.....	93
Site Surplus.....	93
SNA Provisions.....	76
Surplus Bumping Procedures.....	97, 99
Surplus Transfer Procedures.....	95, 96

T

Technological Change.....	72
Temporary Employee.....	28
Training.....	58

Appendix G.....	140
Educational Allowance.....	59
Professional Development/Activity Days	59
Standard First Aid and/or CPR.....	58
Travel Allowance.....	66

U

Uniforms and/or Footwear Allowance	68
Union Activity	12
Union Leaves	
Full-Time.....	42
Short Duration.....	42
Union Conventions and Seminars	43
Union Security.....	10

V

Vacation	54
Continuous Service	56

Eligibility.....	54
Entitlement.....	55
Previous Service.....	57
Scheduling.....	57
Upon Termination.....	58
Volunteers	72

W

Wages.....	69
Appendix A	118
Deductions.....	70
Errors	70
Pay Stubs.....	71
Protection.....	70
Rates of Pay on	
Promotion/Reclassification	36
Record of Employment	70
Retroactivity	70
Schedule of Wages.....	118

Letters of Understanding

And

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

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

September 1, 2008 to August 31, 2012

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

1. EMERGENCY REPLACEMENT PERSONS

The Education Act and Regulation 298 determine when emergency replacement persons may be used. I am attaching for your information a memo sent to Directors of Education from the Ontario College of Teachers dated May 28, 2001 regarding this issue. I draw your particular attention to page 2 of the memo in which the Registrar states *“School boards that cannot find qualified teachers have two (2) options. They can use the emergency provision of the Education Act which allows an employer to hire, for up to ten (10) days, a person eighteen (18) years of age or older who holds a secondary school diploma.”* The memo continues with the direction that with respect to Occasional Teachers, *“Boards are reminded that individuals placed in a classroom on an occasional basis must also be in good standing with the Ontario College of Teachers. Only when no occasional teacher is available can uncertified individuals be employed under the terms of the emergency provision.”*

The term “Occasional Teacher” is defined in the Education Act and is meant to refer to those individuals who hold membership in the College of Teachers. The Toronto District School Board is a signatory to collective agreements with two (2) bargaining units that represent occasional teachers. Those collective agreements also have impact on the utilization of emergency replacements.

In order to be completely clear on the distinction between an Occasional Teacher and an emergency replacement person, the Employer has made every effort to use those particular terms in their proper context and not interchangeably.

Following the commencement of each school year, Principals are advised on the parameters and procedures for utilizing emergency replacement persons in classrooms.

2. EMERGENCY REPLACEMENT PERSONS SALARY RATE

The Employer undertakes to advise the Union at the commencement of each school year of the minimum daily salary rate to be paid to Educational Assistants who undertake the duties of emergency replacement persons for absent classroom teachers. This advice is notwithstanding the Collective Agreement stipulation whereby Employees undertaking these duties will not receive less remuneration for this daily work than what they would have received for their regular assignments.

As a courtesy, the Employer also undertakes to advise the Union at the commencement of each school year of the daily salary rate that will be paid to emergency replacement persons who are not otherwise employed by the Employer.

3. 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.

4. 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.

5. RE-NUMBERING AND FORMATTING OF COLLECTIVE AGREEMENT

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

Appendices,
Letters of Understanding

And

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

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

September 1, 2003 to August 31, 2008

APPENDIX E

PROCESS FOR TRANSITIONAL STAFFING TO DISTRICT WIDE DATE- TRANSITION PERIOD

CUPE UNIT C

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

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

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

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

If it is determined that the appropriate rate for the job is higher than the interim rate, then such rate shall be retroactive to the date the Employee assumed such job. If it is determined that the appropriate rate for the job is lower than the interim rate, then the Employee shall be grandparented at the interim rate for a period of one year.

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

Non-School Based Staff

5. The process set out in paragraphs 6 to 11 hereof applies to non-school based staff in a restructured department.
6. The Committee will be provided with a list of pre-existing job classifications that are Essentially Similar Jobs* to each of the jobs identified in paragraph 4 above. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
7. The Committee will be provided with a list of Directly Affected Employees**. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
8. Directly Affected Employees will complete a transitional staffing form indicating skills, experience and preferred work location(s).

9. (a) Directly Affected Employees in Essentially Similar Jobs will be transferred within the restructured department to available vacancies in the Same Wage Classification and same status by seniority subject to Employees having the skills and ability to perform the normal requirements of the job. Choice of location, if applicable, will be by seniority but it is understood that the time within which the Employee's preference must be provided to the Employer will necessarily be of short duration (but not less than three (3) working days). Prior to the transfers, the Committee shall meet to review such placements. All other positions in the Restructured Department (i.e. new jobs) that are not Essentially Similar Jobs will be posted in accordance with Article P of the Collective Agreement.
9. (b) An Employee who refuses such a transfer to a job in the Restructured Department shall be placed in temporary assignment(s) with no reduction in status or annual rate of earnings as outlined in paragraph 10.
10. (a) Employees in a Restructured Department not transferred as per paragraph 9 above shall be placed in temporary assignment(s) until the earliest of (i) the District Wide Date, or (ii) the Employee is placed in an Essentially Similar Job in another restructured department, or (iii) placed pursuant to a job posting under Article P or (iv) is transferred to a school-based vacancy as provided in paragraph 15 hereof.
10. (b) The Committee will be provided on a monthly basis with a list of surplus Employees who remain in temporary assignments awaiting the District Wide Date. Employees in temporary assignments on the District Wide Date may exercise transfer, bumping and/or layoff/recall rights as specified in Articles BB.6 to BB.28 of the Collective Agreement. Employees in temporary assignments awaiting the District Wide Date can also apply for vacancies at any time as per Article P of the Collective Agreement.
11. Lay-off and the rights under Article BB specified in paragraph 10 hereof (i.e., BB.8 to BB.28) shall be deferred until the District Wide Date (December 31, 1999 or such other date by which the Employer determines that its restructuring of departments employing members of the bargaining unit has been completed or sufficiently progressed). For the purposes of bumping immediately following the District-Wide Date, "Same Wage Classification" shall be defined as below.

12. The process set out in paragraphs 13 to 18 hereof applies to school-based staff, i.e., those not addressed by paragraphs 5 to 11 hereof. For the purposes of paragraphs 13 and 14 hereof "Category" refers to each of the following groupings of job classifications:

- (a) elementary school clerical/secretarial classifications;
- (b) secondary school clerical/secretarial classifications;
- (c) education/teacher assistant classifications other than those primarily working with special needs exceptional pupils (special ed.) set out in (d) below;
- (d) education/teacher assistant classifications primarily working with special needs exceptional pupils such as developmental handicapped, multi-handicapped and behavioral;
- (e) aquatic staff classifications;
- (f) cafeteria staff classifications;
- (g) health care staff classifications; and
- (h) food school staff classifications.

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

13. The Employer will identify each of the job classifications which falls within the Categories set out in paragraph 12, subject to full consultation with the Union. (The Employer will endeavour to identify and consult within two (2) months of the Effective Date.) The parties may agree through the Redeployment Committee to amend the list of Categories in order to accommodate the various job classifications within the bargaining unit.

14. If a surplus of Employees within a job classification in a Category occurs across the District or in all classifications in a Category across the District, surplus will be declared on a District-wide basis, i.e., in reverse order of seniority within each job classification within the Category. If, however, the surplus condition occurs in a school or schools because of the allocation of a number of staff to a school, the Employees in that school will be declared surplus in reverse order of seniority in the overstaffed job classification within their Category in the school. In either case, such surplus Employees will be assigned to a temporary assignment(s) until the earliest of:

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

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

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

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

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

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

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

17. An Employee accepting such transfer will no longer have bumping rights to other positions on the District-wide Date or thereafter unless bumped from his/her new position.
18. For clarity, the most senior Employee on temporary assignment referred to in paragraph 15 includes an Employee on temporary assignment who is surplus to a classification in a Restructured Department which is essentially similar to a classification in the Category in which the vacancy occurs.
19. Employees in temporary assignments on the District-Wide Date (December 31, 1999 or such other date by which the Employer determines that its restructuring of departments employing members of the bargaining unit has been completed or sufficiently progressed) may exercise transfer, bumping and/or layoff/recall rights as specified in Clause BB.6 to BB.16 andlor BB.17 to BB.28 of the Collective Agreement. Employees in temporary assignments awaiting the District Wide Date can also apply for vacancies at any time as per Article P. A position, which at the District-wide Date is occupied by a person on temporary assignment, will be filled by a person exercising such transfer and bumping rights if the position is to be continued on other than a temporary basis. For the purposes of bumping on and immediately following the District-wide Date "Same Wage Classification" shall be defined as below. In exercising bumping rights eligible Employees will, where feasible, be given their preference of location. However, it is understood that the time within which the Employee's preference must be provided to the Board will necessarily be of short duration.
20. For the purposes of Redeployment, an Itinerant Music Instructors hours shall include all regularly scheduled paid hours by the IMI.

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

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

- (a) The core responsibilities/duties of the pre-existing job classification are the same as the job classification in the Restructured Department ("RD");
or
- (b) The majority of core responsibilities/duties of the pre-existing job classification are the same as the majority of core responsibilities/duties in the job in the RD;

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

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

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

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

Expedited Arbitration:

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

Process for Labour Force Adjustment Funds

- 21. Under the School Board Restructuring Program, the Toronto District School Board has received Labour Adjustment Funds to provide training and counselling for employees whose employment is being severed. Funding is provided to a maximum of \$2,500 per employee receiving severance. Expiry date August 31, 2003.
 - i. The Redeployment Committee or Labour Management Committee will oversee the allocation of counselling and training funds to members of the bargaining unit who are receiving voluntary severance.

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

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

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

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

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

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

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

Susan Tacon
Ross Kennedy
Paula Knopf
Pamela Picher

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

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

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

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



TORONTO DISTRICT SCHOOL BOARD



LOCAL 4400, CANADIAN UNION OF
PUBLIC EMPLOYEES

**LETTERS OF UNDERSTANDING AND
LETTERS OF INTENT
WHICH DO NOT FORM PART OF
COLLECTIVE AGREEMENT 2003 – 2008**

1. AVOIDING LAYOFFS AS A CONSEQUENCE OF RESTRUCTURING

Section 1 : Early Leaving Plan/Severance

- (a) (i) Where, during the term of this Collective Agreement, the restructuring decisions of the Employer will result in reductions in the number of permanent staff within administrative departments and/or within specific job groupings/categories, the Employer will first offer the Early Leaving Plan to achieve reductions in staffing levels through voluntary exit by Employees directly affected before implementing layoffs. The number of ELP applications approved will be no less than the number of Employees who are surplus at the point ELP's are finally approved for that particular administrative department and/or specific job grouping/category.
- (ii) Where more Employees in the directly affected group apply for the Early Leaving Plan than the number of ELP applications which can be approved, approvals will be made on the basis of seniority unless the particular position the Employee holds is required to be staffed and could only be staffed through recruitment from outside the bargaining unit. An Employee who is surplus who does not get the ELP will still be entitled to exercise Article BB rights.
- (iii) The Employer will offer additional ELP's to specific subgroups in a department and/or specific job grouping/category who are not directly affected Employees to create a vacancy or vacancies in the department or specific job grouping/category. It is not anticipated that there will be an offering in a department or specific job grouping/category where an ELP had previously been offered. The Employer will discuss at the Redeployment Committee the identification of the sub-group to be targeted for the additional ELP offer but the Redeployment Committee's input or lack thereof concerning such input and the Employer's decision are not subject to grievance or

arbitration. A vacancy created by the acceptance of an ELP may be filled by the senior Employee who is surplus to a department or grouping/category before the exercise of rights by such Employee pursuant to Article BB hereof. The Employee will only be transferred to the vacancy if:

- (1) the position is in the same wage classification (para.20, Appendix E);
- (2) the Employee has committed to accept such transfer, if offered; and
- (3) the Employee is able to perform the normal requirements of the position after a 20 working day familiarization period.

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

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

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

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

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

Section 2 - Retraining

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

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

- (b) The retraining program will be discussed at the appropriate Redeployment Committee, which discussions may include the criteria based on which retraining opportunities may be offered, provided that:
- It is understood that the Board has the exclusive right to determine its operational needs.
 - No retraining opportunity shall be provided to an Employee unless the Employee meets all requirements, conditions and qualifications necessary to undertake the retraining.
 - The retraining program must be completed within the training timeframe applicable to the program or course. An Employee will be permitted to take the specific course or program once only.
 - Application must be made by the Employee for the first intake into the training program following the identification to the Employee of the retraining opportunity. Should the Employee not be accepted

into the retraining program, the retraining opportunity shall not be available unless the Board approves an extension of the opportunity.

- Should the Employee fail to comply with all necessary requirements attending the retraining program, the retraining opportunity shall be withdrawn.
- The maximum contribution for any retraining opportunity is \$2,500 provided that such sufficient funds exist in the part of the Labour Adjustment Funds which are allocated for the purpose of retraining. The Employee shall be solely responsible for all excess costs.
- Access to training will be governed by a fair and equitable process and in accordance with the seniority principle.

Section 3 - Terminal Date of this Letter

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

2. BENEFITS REVIEW COMMITTEE (BRC)

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

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

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

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

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

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

The Committee's unanimous recommendations shall be forwarded to the Employer and the Union. Thereafter, the Employer and Union may agree to amend the Collective Agreement by way of a Letter of Understanding to enable the parties to implement the unanimous recommendations. Any such agreement is also subject to whatever approval processes are needed by the parties.

Recommendations that have been considered by the Committee but have not been unanimously approved by the Committee may be forwarded to the Employer and the respective negotiating team for consideration in the next round of bargaining.

This Letter of Understanding expires on August 31, 2008.

3. INFORMATION SERVICES - OVERTIME

Within sixty (60) days of the signing of this Collective Agreement, a sub committee of Labour Management will be convened to address issues of mutual concern related to the use and distribution of overtime in Information Services. This committee will be comprised of three (3) Union and three (3) Employer representatives.

4. JOINT COMMITTEE TO REVIEW WORKLOAD ISSUES

A Joint Committee will be established of three (3) Union representatives and three (3) Employer representatives to discuss and review the allocation formulae for school based staff. The review will centre on workload issues for school based and central administration staff and the committee will bring forward recommendations to the appropriate trustee committee no later than December 31, of each year.

The Committee shall convene as follows:

September 1, 2005 to December 31, 2005 a minimum of four (4) times

September 1, 2006 to December 31, 2006 a minimum of four (4) times.

5. PERSONAL SAFETY

Within sixty (60) days of the signing of this Collective Agreement, the Employer and the Union will convene a subcommittee of Labour Management to address issues related to Employees' personal safety. This subcommittee shall be comprised of up to three (3) Union and three (3) Employer representatives.

This committee will:

1. Research cost effective methods to address safety concerns of Employer and Employees;
2. Gather information from Employees regarding issues of personal safety:
3. Work with Boards' Occupational Health and Safety staff, Managers, and Principals to implement plans that address issues of personal safety.

6. PRE-DISPLACEMENT REGION

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

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

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

7. 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.

8. RESOLUTION TABLE – LOCAL

A joint committee shall be established and shall have as its members, three (3) representatives from Local 4400, Unit C, CUPE, 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) Postings for IMI's and Food Services,
- b) Taking a percentage in lieu of paid vacation.

9. RETURN TO WORK/ACCOMMODATION

During the term of this agreement, the Employer agrees to meet with a Committee of six (6) Union Representatives, one (1) 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.

10. 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.

189