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**COLLECTIVE
AGREEMENT**

BETWEEN

**THE BOARD OF EDUCATION
FOR THE CITY OF ETOBICOKE**

AND

**CANADIAN UNION OF PUBLIC
EMPLOYEES**

LOCAL 2897

CONTRACT EXPIRES DECEMBER 31, 1993



0 1994

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COLLECTIVE AGREEMENT

BETWEEN:

THE BOARD OF EDUCATION FOR THE CITY OF ETOBICOKE
(hereinafter referred to as 'the Board')

Party of the First Part

- and -

THE CANADIAN UNION OF PUBLIC EMPLOYEES, and its
LOCAL UNION NO. 2897 (hereinafter referred to as 'the Union')

Party of the Second Part

**ARTICLE 1
GENERAL PURPOSE**

1.1 *The general purpose of this Agreement is to establish mutually satisfactory relations between the Board and its employees, to provide a means for the prompt disposition of grievances, and to establish and maintain satisfactory working conditions, hours of work and wages for all employees who are subject to its provisions.*

**ARTICLE 2
RECOGNITION**

2.1 *In accordance with certificates issued by the Ontario Labour Relations Board on the 26th day of October, 1984, the 22nd day of February, 1985, and the 8th day of April, 1988, the Board recognizes the Canadian Union of Public Employees as the sole and exclusive collective bargaining agent for all Office and Clerical employees of the Board in Etobicoke in its Elementary and Secondary Schools, save and except Supervisors, persons above the rank of Supervisor and persons covered by subsisting collective agreements.*

**ARTICLE 3
RELATIONSHIP**

3.1 *The employer agrees there will be no discrimination, interference, restriction or coercion exercised or practiced with respect to employment by reason of sex, age (as defined in the Ontario Human Rights Code 1981) race, creed, colour, nationality, ancestry, place of origin or by reason of an employee's membership or activity in connection with the Union.*

3.2 *The Union agrees that it will not exclude from membership any person or member because of sex, age (as defined in the Ontario Human Rights Code 1981), race, creed, colour, nationality, ancestry or place of origin.*

3.3 *No individual employee or group of employees shall undertake to represent the Union at meetings with the Board without proper authorization of the Union. In order that this may be carried out, the Union will supply the Board with the names of the employees who are Stewards or other Officers of the Union. Similarly, the Board will, if requested, supply the Union with a list of its supervisory or other personnel with whom the Union may be required to transact business.*

3.4 *There will be no solicitation for membership by the Union or by any of its members during an employee's working hours, nor will there be any assembly of employees during such hours for the purpose of conducting meetings related to Union business, without the consent of the Board or except as hereinafter provided.*

**ARTICLE 4
COMMUNICATIONS**

4.1 *The Board will provide to the Recording Secretary of the Union:*

(a) the name and work location of each probationary School Secretary upon commencing employment;

(b) the name, address, and work location of each employee who has successfully completed the probationary period;

(c) the names and work locations of employees who have resigned or retired; and

(d) the names and work locations of employees on pregnancy leave, parental leave, or leave of absence of more than two weeks together with the dates of their leave on a monthly basis prior to the onset of such leave.

4.2 *All correspondence between the Board and the Local Union, arising out of this Agreement or incidental thereto, shall pass to and from the Manager - Personnel Services and Employee Relations and the Secretary of the Local Union, unless otherwise designated.*

**ARTICLE 5
STRIKES AND LOCKOUTS**

5.1 *There will be no strike, stoppage of work, slowdown or other interference with work on the part of employees, nor will there be any lockout on the part of the Board during the term of this Agreement.*

5.2 *The terms "strike" and "lockout" shall be interpreted in accordance with the definitions set out in the Ontario Labour Relations Act, R.S.O., 1960, as amended.*

**ARTICLE 6
RESERVATION OF MANAGEMENT RIGHTS**

6.1 *The management of the Board's operations and the direction of its employees shall continue to be vested exclusively with the Board and shall, among other things, include the right to hire, transfer, promote and demote employees and to discharge and discipline employees for just cause, subject to the terms of this Agreement.*

**ARTICLE 7
UNION SECURITY AND CHECK-OFF**

7.1 *There shall be deducted from each pay period an amount equivalent to regular Union dues and assessments provided such assessments are on a uniform basis.*

The amounts so deducted together with a list of names of employees will be forwarded to the Secretary/Treasurer of the Union not later than one week after the deduction is made.

7.2 *Deductions shall commence after the expiration of the probationary period of three (3) months, and shall be made in each pay period on a pro-rated basis,*

7.3 *The Union will save the Board harmless from any and all claims which may be made by employees against the Board in respect of any deductions and remittances made pursuant to this Article.*

7.4 *All employees of the Employer, having completed their probationary period of three months, shall, as a condition of employment, become and remain members in good standing of the Union. As a condition of employment, all new employees shall become and remain members in good standing of the Union on completion of the probationary period of three months.*

**ARTICLE 8
UNION COMMITTEES AND STEWARDS**

8.1 *The Union shall have the right to appoint or otherwise select a Committee of not more than three (3) employees to represent the Union in meetings with the Board concerning the administration of this agreement and to further represent the Union and or Grievor(s) at grievance hearings with the Board.*

8.2 *The Union shall further have the right to appoint or otherwise select one (1) employee to act as a steward for each twenty-five (25) employees.*

One additional steward to be added when the number of secretaries reaches thirteen(13) or more beyond the original 25 group.

8.3 *The above sections of this Article shall not be interpreted so as to prevent an employee who is a steward from acting on the Union Committees.*

8.4 An employee shall not be eligible to act as a member of the Union Committees, or as a steward until after completion of the probationary period of employment.

8.5 (a) The Union acknowledges that stewards, members of the Union Committees and such other Union Officers that may be chosen from among the employees have regular duties to perform as employees of the Board, and that such persons will not leave their regular duties for the purpose of presenting or discussing grievances, or for the purpose of conducting any business on behalf of the union without first obtaining the permission of the Manager of Personnel and Employee Relations or designate. Such permissions will not be unreasonably withheld. On resuming their regular duties, such employees will report to the Manager of Personnel and Employee Relations or designate, and will if requested, give any reasonable explanation for time spent away from work.

(b) In consideration of stewards, members of the Union Committees and other Union officers who are employees complying with terms of (a) above, the Board will pay such employees for the time spent in handling grievances of employees or attending other meetings with representatives of the Board during regular hours of work.

8.6 The Union shall have the right at any time to have the assistance of representatives of the Canadian Union of Public Employees or any other advisors when collective bargaining is taking place.

8.7 (a) in the event the Board and the Local Union participate in a central bargaining process in the negotiation of their renewal collective agreement the Local agrees to be represented by no more than four (4) Bargaining Unit employees on the Union's Local Bargaining Committee and the Board agrees to release such employees from work for bargaining sessions with the Employer's Local Bargaining Committee. In either local or central negotiations, the Union's Bargaining Committee representatives will be paid by the Board for time lost from their normal working hours at their regular straight time rate of pay with benefits.

(b) Service and seniority will not be interrupted by any time lost attending bargaining sessions.

(c) Each member of the Union's bargaining committee will be allowed one (1) day to prepare for negotiations subject to the approval of the Board and will be paid by the Board for time lost from normal working hours at the regular straight time rate of pay with benefits.

8.8 In the event that the Parties do not participate in a central bargaining process, the Union shall have the right to appoint or otherwise select a Negotiating Committee of not more than four (4) bargaining unit employees.

**ARTICLE 9
GRIEVANCE PROCEDURES**

9.1 If an employee or employees have a grievance they wish to bring to the attention of the Board, they will state such grievance in writing, sign it, and either they or their Union representative, or both, will take the matter up with the Assistant Manager - Personnel or designate. After due consideration of the grievance, the Assistant Manager - Personnel or designate will, within four (4) days, reply in writing.

9.2 If the reply of the Assistant Manager - Personnel or designate is not satisfactory to the employee concerned, the grievance may, within five (5) days, be referred to the Manager of Personnel and Employee Relations or designate.

9.3 Within five (5) days after a grievance has been referred, the Manager of Personnel and Employee Relations and/or such other persons as may be designated by the Board, will meet with the Union Committee to discuss the grievance. At this meeting a full-time representative of the Union will be present if such presence is requested by either of the conferring parties. The Manager of Personnel and Employee Relations or designate will give a written reply to the grievance within five (5) days after the meeting has been held.

9.4 If the reply of the Manager of Personnel and Employee Relations or designate is not satisfactory to the employee concerned, the Union Committee may, within seven (7) days, refer the grievance to a Board of Arbitration as hereinafter provided.

9.5 The Board may refuse to consider any grievance, the alleged circumstances of which occurred more than ten (10) days before the matter was first brought to the attention of the Assistant Manager - Personnel or designate.

9.6 In computing the time allowance set out in this Article, Saturday and Sunday and paid holidays will not be taken into consideration. Further, any of the said time allowances may be extended by mutual agreement.

**ARTICLE 10
ARBITRATION**

10.1 When either party to this Agreement requests that a grievance be submitted to arbitration, it shall make such request in writing addressed to the other party to this Agreement, and at the same time shall appoint their nominee to the Board of Arbitration. Within five (5) days thereafter the other party shall advise the instigating party in writing of the name and address of their nominee. The two (2) nominees so nominated shall attempt

to select, by agreement, a Chairperson, and if they are unable to do so within a period of seven (7) days, they will then request the Minister of Labour for the Province of Ontario to assist them in selecting an impartial chairperson.

10.2 No person may be appointed as a member of the Arbitration Board who has been involved in an attempt to settle the grievance.

10.3 Each of the parties to this Agreement will bear the expenses of the nominee appointed by it, and the parties will jointly bear the expenses, if any, of the Chair of the Board of Arbitration.

10.4 No matter may be submitted to arbitration which has not been properly carried through all previous steps of the Grievance Procedure.

10.5 The Arbitration Board shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor shall they alter, modify or amend any part of its provisions. A majority decision shall be final and binding upon the Board and the Union, but, if no majority decision is given, the decision of the Chair shall be final and binding. However, the Arbitration Board shall have the power to dispose of any discharge or a discipline grievance by any arrangement which, in its opinion, it deems just and equitable.

10.6 At any stage of the Grievance Procedure, including arbitration, the conferring parties may have the assistance of the employee or employees concerned, and any necessary witnesses.

ARTICLE 11 **DISCIPLINE AND DISCHARGE CASES**

11.1 If an employee has been discharged from employment and believes that the discharge was unjust, the employee shall have the right to submit a grievance to the Manager of Personnel and Employee Relations or designate within four (4) working days after the discharge occurs.

11.2 Grievances relating to discharge may be settled by confirming the action taken, or by reinstating the discharged person with full compensation for time lost or by any other arrangement which is just and equitable in the opinion of the conferring parties.

11.3 When an employee is dismissed without notice, the Steward will be notified by the Board and the employee will have the right to interview the said Steward for a reasonable period of time before leaving the premises.

11.4 (a) Whenever the Employer seeks a meeting with an employee for the purpose of discharge, suspension, the issuance of a written warning, or an interview for the purpose of investigating an alleged offence, the Union Steward or a member of the Union Executive Committee, shall have the right to be present. The Union and the Employee will be given advance notice of the said meeting and the employee shall not be restricted from obtaining Union counsel prior to the meeting taking place.

(b) A copy of all written warnings will be forwarded to the Chief Steward of the Union.

11.5 The Board will notify and advise the Chief Steward and/or a member of the Executive of any impending disciplinary action that might be taken. The Manager of Personnel and Employee Relations or the Manager's designate will grant permission for the representative to be absent from work.

11.6 An employee will be given a copy of any written report which is being placed in the employee's personnel file.

11.7 (a) The Board agrees that upon receipt of a written request to the Manager of Personnel and Employee Relations from an employee, the said employee's personnel record may be inspected by the employee in the presence of the Manager of Personnel and Employee Relations or designate, and a representative of the Union, if so requested by the employee.

(b) An employee shall have the right to copy any material contained in the employee's personnel file.

11.8 The Board further agrees, that upon receipt of a written request to the Manager of Personnel and Employee Relations from an employee on whose record a written warning of an offence and/or suspension letter has been placed, and after the completion of two years wherein no additional disciplinary notations have been placed on the employee's record, the employee's record regarding suspensions, written warnings, and/or notations of a final warning will be destroyed.

ARTICLE 12 SENIORITY

12.1 (a) The following rules governing seniority are designed to give employees an equitable amount of job security based upon their qualifications to perform the work that is available and their seniority with the Board.

(b) Seniority is defined as the length of service in the bargaining unit and shall include service with the Employer prior to the certification or

recognition of the Union. Seniority shall operate on a bargaining-unit-wide basis.

(c) Effective on the signing date of this agreement and thereafter, for the purpose of promotions, transfers, demotions, lay-offs and recalls, seniority shall be the date on which the employee entered the bargaining unit.

12.2 A new employee will be On probation and will not have any seniority standing until after having worked for a total of three (3) months. As related to the terms of this Agreement, the employee will then be considered a permanent employee, and the employee's seniority will date back three (3) months.

12.3 For Seniority purposes only, employees will be grouped as School Secretaries.

12.4 Seniority lists will be posted on the appropriate bulletin boards and a copy of each will be forwarded to the Secretary of the Union. These lists will be revised semi-annually. Seniority lists will include the employee's name, grade, classification, and date of hire.

12.5 (a) In the event it becomes necessary to effect a lay-off of employees in the above-mentioned group, probationary employees will be laid off first. Thereafter, employees will be laid off in the reverse order of their seniority in the wage classifications, provided, however, that the Board shall have the right at all times to maintain a working force of employees who are qualified and willing to perform the work that is available.

(b) An employee to be laid off will be notified thirty (30) working days prior to the layoff becoming effective. At the same time, notification will be sent to the Union.

(c) Employees so listed may bump the least senior employees in the same job classification provided they have the qualifications to perform the normal requirements of the job. if there is no junior employee in the same wage classification, employees may exercise their seniority to bump the least senior employee in a lower wage classification, provided the senior employees have the qualifications to perform the normal requirements of the job.

(d) Employees listed on the layoff list have the right to choose layoff rather than exercise their bumping rights, within ten (10) days of receipt of their layoff notice, without prejudice to their right of recall.

(e) Employees shall be recalled only in positions at or below their wage classification.

(i) Employees on layoff have the primary right of recall to their own wage classification. Employees shall be recalled in the order of their seniority to a position in their wage classification provided they have the qualifications to perform the normal requirements of the job. Employees on layoff must accept recall to the wage classification from which they were laid off.

(ii) When vacancies occur in a lower wage classification for which there are no surplus employees, the most senior employees in higher wage classifications on layoff who possess the qualifications to perform the normal requirements of the job, shall be recalled. Such employees will have the right to waive their recall to a lower wage classification without prejudice to their right of recall to the wage classification from which they were originally laid off.

(iii) Upon accepting recall to a lower classification employees shall waive all rights to a further recall to their original classification.

(iv) No vacancies shall be posted in a wage classification until all laid-off employees from the wage classification have been given the opportunity of recall.

(f) If the employee's recall rights under the Collective Agreement expire, written notice of termination of employment will be given by the superintendent of Personnel Services or designate, to the employee, with a copy to the Union.

12.6 Permanent employees who are laid off because of lack of work will be retained on the seniority lists for a period equal to their seniority at the time of lay-off, but in no event to exceed two (2) years. During that period they will be subject to recall to work if suitable work becomes available, which they are qualified to perform.

12.7 Recall to work will be by registered letter, addressed to the last address recorded by an employee with the Board. An employee who is recalled to work must signify intention to return within four (4) working days after notice of recall has been received and must return within a further three (3) working days or forfeit the right of recall.

12.8 Seniority, previously accumulated, will be lost whenever an employee;

a) voluntarily resigns;

b) is discharged and is not reinstated by reason of the grievance procedure, or agreement of the parties;

c) fails to signify their intention to return to work after a layoff as stipulated in clause (7) above;

d) *overstays an approved leave of absence. The exception to this will be in cases where absences are due to illness, injury, or circumstances beyond the control of the employee;*

e) *is absent for reasons other than illness for five (5) working days or more without having received permission from the Manager of Personnel and Employee Relations or designate.*

12.9 *When employees accept a position outside the bargaining unit through the posting procedure and return to the said bargaining unit through the posting procedure within a period of two (2) years, they shall retain their full accumulated seniority previously attained in the bargaining unit.*

ARTICLE 13 **TRANSFERS AND JOB POSTINGS**

13.1 (a) *New positions that are provided for in the annual budget will be posted prior to the end of June each year.*

(b) *Should the Board determine that a new classification be established or a present position be re-classified, the parties will meet to determine the appropriate salary grade, subject to the approval of the Board.*

(c) *Should the Union raise a claim that the duties and responsibilities of a classification have been altered to the extent that it should be re-classified, the parties will meet to discuss the matter. Should the parties mutually agree that a re-classification is warranted, they will then mutually determine the appropriate salary grade, subject to the approval of the Board.*

13.2 *When a vacancy occurs which the Board determines to fill, it shall be advertised on the school office bulletin board for a minimum of five (5) working days in order that all persons may have knowledge of the position and the school in which the duties of the position will normally be performed and be able to make written application which will be received by the Board within the aforementioned five (5) working days. Only the original vacancy and one subsequent vacancy will be posted. Copies of all postings will be sent to the Recording Secretary of the Union.*

13.3 *Applications from eligible employees who wish to be considered for a vacancy must be submitted in writing to the Board within the said posting period of five (5) consecutive working days.*

13.4 *When selecting a person to fill a vacant position within the Bargaining Unit, the Board will give first consideration to applications received from employees within the Bargaining Unit.*

13.5 The Board in making its selection will give consideration to the seniority, skill, ability and general work record of eligible applicants, and where the skill, ability and general work record factors are equal as among two (2) or more such applicants, seniority shall govern. In the event that no applicant is considered suitable or qualified, the Board may fill the vacancy from whatever source it chooses.

13.6 An employee shall not be entitled to more than one (1) lateral transfer in any twelve (12) month period or any lateral transfer for a period of three (3) months following a promotion except at the discretion of the Board.

13.7 All applicants and the Recording Secretary shall be notified in writing of the name of the successful applicant(s) within five (5) days of the posting being filled. However, the appointment of the successful applicant(s) shall be subject to the approval of the Board. The Union shall also be notified within five (5) days of the name of an employee placed in a position beyond the second posting.

13.8 (a) If the successful applicant for the vacant position is appointed from another classification, the employee shall be subject to a trial period of three (3) months. In the event that the employee does not successfully complete the trial period then the employee shall be reverted to the former position.

(b) Any other employee promoted or transferred because of the rearrangement of positions shall also be returned to the employee's former position, wage or salary rate, without loss of seniority.

ARTICLE 14 LEAVE OF ABSENCE

14.1 (a) An employee who has completed two (2) years of continuous service may be granted a leave of absence for personal reasons at the discretion of the Board for a period not to exceed one (1) year. Such leave, when granted by the Board, will be restricted to one (1) in every three (3) year period, and will be without pay, without loss of seniority and without consideration for salary purposes.

(b) A leave of absence without pay for a period of two (2) weeks or less may be granted once in every two-year (2) period subject to operational requirements

(c) An employee on an approved leave of Absence in excess of one (1) month will be allowed to pay full premiums for employee benefits so as to ensure uninterrupted employee benefits for the period of the leave.

14.2 (a) The Board will grant leave of absence to *not* more than *three* (3) employees who are chosen to *attend* a Union *Convention*, provided the request for *such* leave is made *two* (2) weeks in advance. Employees granted leave under *this* section will be paid *in full with* normal deductions and *the* Union will reimburse *the* Board *the* required amount for *such* absence.

(b) *In the event that the* Board is of the opinion that *the granting of such* leave will seriously affect *operational* requirements, the Board shall *immediately notify the* Union of *its* concerns and *the Parties* shall arrange a *Labour/Management* meeting to discuss *the matter*.

(c) The *total* accumulated time for leave of absence re: union business and *conventions, etc.*, will be *thirty* (30) working days in a year.

14.3 Any employee who is elected or selected for a full *time* position with *the* Union, or is elected to public office, shall be granted leave of absence, *without loss of seniority*, by the employer for a period of up to *two* (2) years. *If additional* leave of absence is required, application may be made *to the* Board to review the *request*. *It is understood that* there will be no accumulation of *seniority* during *this* leave of absence.

ARTICLE 15 BULLETIN BOARD

15.1 The Board will provide bulletin boards in convenient locations for the *posting* of Union *notices*. *Such notices* will be signed by a responsible officer of *the* Union and will only be posted *after they* have been *submitted to the* Manager of Personnel and Employee *Relations* or his *designate* for approval.

ARTICLE 16 SAFETY

16.1 The Board will make reasonable provisions for the *safety* and health of its employees during their hours of work. All *safety* devices *the* Board deems necessary, and first aid *kits* will be provided by the Board. The Board shall recognize a Joint Occupational *Health and Safety Committee* comprised of *not more than two* (2) representatives from *the* bargaining unit and *the* Board respectively.

ARTICLE 17 EMPLOYEE BENEFITS

17.1 (a) The Board agrees that the present Sick Leave Credit and Gratuity plan and *the* Special and *Miscellaneous* Leaves plan will remain in *effect*.

(b) Employees with ten (10) or more years of seniority, whose employment is terminated as a result of a permanent reduction of the work force, shall be eligible for payment of one (1) week of sick leave credits for each year of service, not to exceed twenty-six (26) weeks. Payments shall be on a regular basis and shall not be payable more than once for the same year's service.

17.2 (a) The Board will pay one hundred (100) per cent of the premium cost of the Extended Health Care Plan. Effective the first of the second month following ratification, this plan has an allowance of \$120.00 for eye glasses per person per two year period; \$150.00 per person per two year period for contact lenses if prescribed for medical rather than cosmetic reasons; \$500.00 per person per three year period for hearing aids; and also provides coverage while out of province and out of Canada.

(b) Effective January 1, 1991, the allowance available for eye glasses will be increased to \$140.00 per person per two-year period.

(c) Effective January 1, 1993 the Extended Health Care Plan will be amended to provide a level of reimbursement of up to \$180 for eye glasses (including contact lenses).

17.3 Effective January 1, 1989, or the first day of the second month following ratification of the Collective Agreement, whichever is later, the Group Life Insurance Plan shall have a maximum coverage of \$140,000. The Board to pay one hundred (100) per cent of the premium cost on the first \$30,000 of coverage and seventy-five (75) per cent of the applicable premium for any additional coverage. Employees actively at work will be permitted to increase their coverage by one increment without a medical and by more than one increment with a medical.

17.4 The Board agrees that the present pension scheme, known as O.M.E.R.S., shall be retained by the Board for employees covered by this contract, unless changed by mutual agreement.

17.5 (a) The present Long Term Disability Income Plan shall remain in effect with the Board paying one hundred (100) per cent of the cost of the premium. The periodic review of adjustments to the payments to employees in receipt of Long Term Disability benefits will be continued.

(b) The Board to pay the applicable premium for Extended Health Care plans for employees already on the Long Term Disability Income Plan. This arrangement is contingent upon the insurance company accepting the premium.

(c) Effective January 1, 1991, the Long-Term Disability Plan shall be

amended to include adjustments for those employees who have been receiving benefits from the Board's long-Term Disability Plan for a period in excess of two (2) years.

The first adjustment will be on January 1, 1991, and subsequent January 1st dates will be used for annual adjustments.

The formula for adjustment will be the C.P.I. (Canada-Wide 1986 = 100) from September to September minus 1% with a maximum adjustment to payments of 4% in any one year. There will be no "double indexing".

17.6 The Board shall produce an employee's benefit statement once a year and supply Same to each employee.

17.7 The Board shall provide a dental health care plan which shall include the following provisions:

(a) a basic plan reimbursed at a level of 100% of eligible expenses with a maximum \$5,000 per person annually.

(b) a major restorative rider reimbursed at a level of 80% of eligible expenses with a maximum combined with the basic plan, of \$10,000 per person annually.

Benefits will be based on the 1988 O.D.A. Schedule of Fees *and* the Board will pay seventy-five (75) per cent of the premium cost.

Effective the first day of the second month following ratification of the Collective Agreement, the plan shall be amended to:

(c) include an orthodontic rider, reimbursed at a level of 50% of eligible expenses with an annual maximum of \$1,000 per person and a lifetime maximum of \$2,000 per person.

(d) replace the 1988 O.D.A. Schedule of Fees with the 1989 O.D.A. Schedule of Fees and the Board will pay eighty (80) per cent of the premium cost

Effective January 1, 1991, replace the 1989 O.D.A. Schedule of Fees with the 1990 O.D.A. Schedule of Fees and the Board will pay ninety (90) per cent of the premium cost.

Effective the first day of the second month following ratification, replace the 1990 O.D.A. Schedule of Fees with the 1991 O.D.A. Schedule of Fees.

Effective January 1, 1993, replace the 1991 O.D.A. Schedule of Fees with the 1992 O.D.A. Schedule of Fees.

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

17.9 In consideration of the continuation of the improved benefits package, the Union on behalf of the employees releases the Board from any obligation it might have heretofore or hereafter to pay to employees any Unemployment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Board to defray part of the cost of benefits in this section.

17.10 Effective the first day of the second month following ratification, the Board will pay seventy-five (75) per cent of the premium of the semi-private plan. Effective January 1, 1991, the Board will pay one hundred (100) per cent of the premium.

17.11 Effective the first day of the second month following ratification or the date of approval of this plan by the Canada Employment and Immigration Commission, whichever is later, the Board will introduce a Supplemental Unemployment Benefits (SUB) Plan for employees on pregnancy and parental leave for adoption purposes in accordance with Appendix B.

ARTICLE 18 MISCELLANEOUS PROVISIONS

18.1 An employee who is required to serve as a juror, or act as a witness, will be paid full wages provided the employee turns over to the Board the amount received for services less any allowances for transportation and meals, etc.

18.2 An employee instructed by the Board to use a private automobile for transportation from one location to another, will be paid 31 cents per kilometre, and thereafter the amount revised by the Board from time to time with a minimum of \$3.20 per day calculated on the shortest road distance between locations.

18.3 Meetings between the Union Committee and a Committee of Management chosen by the Board will be held not less frequently than once every three (3) months to discuss items of mutual concern. Such meetings will not be used for the purpose of by-passing the Grievance Procedure set out elsewhere in this Agreement.

18.4 Copies of the new Agreement in booklet form will be issued to all employees of the Board within sixty (60) days after the Agreement has been signed. New employees will be given a copy by the Board upon completion of the probationary period. The cost of printing will be shared equally by the parties.

18.5 Where used in this Agreement, the singular term "employee" shall be deemed to include the plural "employees".

18.6 The Board shall continue to determine the methods through which services and work are performed. The Board agrees that, if and when it should alter a method or methods now in effect, no permanent employee with at least one year's seniority with the Board will be terminated by reason thereof.

18.7 (a) If the Board requires an employee to update skills in order to carry out the duties of the job, the Board will pay the cost and will provide the appropriate training.

(b) Such costs shall include payment of wages at the appropriate rate for all training conducted during or after the regular working day. All training courses shall be subject to the approval of the Board.

18.8 No Bargaining Unit member shall be required to catheterize or to administer medication by injection to students.

18.9 The Board, at its discretion and direction will provide a paid staff development day for members of the bargaining unit in each school year.

18.10 When an employee performs all of the regular duties of a higher classified position for a period of one (1) day or more, the employee shall receive the appropriate higher rate of pay.

ARTICLE 19 PAID HOLIDAYS

19.1 (a) The Board will pay employees for the following holidays when such holidays fall on a day on which employees would otherwise have worked:

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

Eleven month employees whose vacation entitlement is five (5) weeks or more and whose vacation period includes the Civic Holiday will be paid

for the Civic Holiday.

Note: Heritage Day to be included should such a day be declared and fall on a working day.

(b) Whenever any of the above holidays fall on a Saturday or Sunday, the Board will designate some other day as a day off with pay.

19.2 Pay for the above holidays shall be at an employee's regular rate of pay.

19.3 To be eligible to receive payment for a holiday an employee must work the full scheduled work day on the days immediately preceding and succeeding a holiday, or make some other arrangement satisfactory to the Board.

19.4 An employee required to work on a holiday will be paid at the rate of double time in addition to the employee's regular pay.

19.5 Employees working a ten month or an eleven month year who normally receive paid statutory holidays and who currently receive ten or less Statutory holidays per year will be permitted one additional day off or pay in lieu thereof for 1992 and 1993 at the direction and selection of the Board.

ARTICLE 20 VACATION WITH PAY

20.1 Vacations with pay will be granted on the following basis:

(a) Employees who have completed one (1) academic year (10 months) of continuous service as of June 30th shall be entitled to three (3) weeks' annual vacation with pay;

(b) Employees shall be entitled to four (4) weeks' vacation with pay in the calendar year in which an employee attains nine (9) years of service;

(c) Employees in their seventeenth (17th) calendar year of continuous service shall be entitled to five (5) weeks' annual vacation with pay;

23 years of service - 5 weeks plus 1 day
24 years of service - 5 weeks plus 2 days
25 years of service - 6 weeks

20.2 All employees covered by this Agreement with less than ten (10) month's service with the Board as of June 30th will be granted one (1) day's vacation with pay for each month of continuous service prior to June 30th with a maximum of ten (10) working days' vacation with pay.

20.3 Vacations will not be cumulative from year to year. Furthermore, an employee will not be permitted to forego the entitled vacation.

20.4 If a paid holiday, as set out in Article 18, occurs during an employee's vacation, the employee will either be granted an extra day off with pay, or be paid a normal day's pay.

20.5 Where an employee qualifies for sick leave, bereavement leave, or any other approved leave subsequent to the commencement and during their approved vacation, there shall be no reduction in their vacation period because of such approved leave. In order to qualify for sick leave during an approved period of vacation an employee must substantiate such illness or injury by medical certificate. The period of vacation so displaced shall either be added to the vacation period(s) or reinstated for use at a later date, at the Board's discretion.

20.6 A new employee who previously worked for another municipality or public funded educational system within Ontario, shall be credited, for vacation purposes only, with that previous service provided there was no intervening employment.

20.7 An employee terminating employment at any time in the vacation year, prior to using vacation, shall be entitled to a proportionate payment of salary or wages in lieu of such vacation, prior to termination.

20.8 The estate of a deceased employee shall be credited with the value of any unused, accumulated vacation.

ARTICLE 21 **HOURS OF WORK**

21.1 The normal work week will consist of thirty-five (35) hours to be worked in five (5) days, Monday to Friday, inclusive.

21.2 The Board does not guarantee to provide work for the regular daily or weekly hours.

21.3 The starting and quitting times and the time of lunch and rest periods will be determined by the Board in accordance with its requirements.

21.4 Under normal conditions the lunch period will be of one (1) hour duration.

21.5 A rest period of fifteen (15) minutes duration will be provided morning and afternoon.

21.6 (a) The work year for Secondary School Secretaries shall be the school year plus 2 weeks preceding Labour Day and 2 weeks following the week in which school closes.

(b) The work year for Elementary School Secretaries shall be the school year plus the week preceding Labour Day.

(c) The work year for full-time Secondary School Library Secretaries shall be the school year. The Principal may authorize the week preceding Labour Day as an additional week of work, subject to the availability of school funds,

ARTICLE 22 OVERTIME

22.1 An employee will not be permitted to work overtime except with the approval of the principal.

22.2 Employees engaged in authorized overtime shall be paid at one and one-half (1 1/2) times their regular rate of pay for such overtime and double time for Sunday overtime.

22.3 Overtime for work performed at the school on Sunday or a Statutory Holiday shall be paid at double time (in addition to payment for the holiday).

22.4 (a) An employee who is called back to work in order to meet emergency conditions after having completed the normal hours of work will receive the greater of the following:

- (i) three (3) hours pay at overtime rates; or
- (ii) the overtime rate for all hours worked as a result of the call-in.

(b) Where an employee is called out on an emergency on a Saturday the employee will receive pay at the rate of double time, with a minimum of three hours. All other work performed on a Saturday will remain at the normal overtime rate, i.e. time and one-half.

ARTICLE 23 SALARIES

23.1 Salary rates shall be paid as outlined in Schedule 'A':

23.2 For the period January 1, 1993, to December 31, 1993, a Cost of Living allowance shall be calculated and paid to all eligible employees covered by the Collective Agreement subject to the definition in Article 2 and in accordance with Appendix A.

ARTICLE 24 RETROACTIVE PAY

24.1 Retroactive wage, shift premium and overtime payments will be made to all bargaining unit employees on staff on the date of ratification and to former bargaining unit employees who have retired during the period January 1, 1992, to date of ratification and to the estates of those who have died between said dates.

ARTICLE 25 TECHNOLOGICAL CHANGE

25.1 The Board shall continue to determine the methods through which services are provided. An alteration in the method or methods now in effect includes technological change which is defined as the introduction of new electronic equipment and/or mechanization.

25.2 When the Board decides to introduce technological change, two (2) representatives of the Board shall meet two (2) representatives of the Union no later than two (2) months prior to the introduction of the change, to discuss:

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

25.3 In the event of a position or positions covered by this agreement being reclassified by reason of technological change, the wage rate of the employee holding such position shall be frozen until the rate of the reclassified position reaches that level. It being the intention that no employee shall suffer a loss in wages by reason of said change(s). All such employees shall be given the opportunity to fill other vacancies according to their bargaining unit seniority. If the employee refuses the vacancy offered the employee will revert to the rate of the position that employee then holds. Any depletion of staff as a result of technological change as outlined in the definition will be discussed at a labour

management meeting to be held one (1) month prior to implementation of the depletion.

25.4 In the event of technological change which results in the reduction of the number of permanent employees required, Clause 18.6 shall apply. When technological change is introduced the employee will be given on-the-job training, without loss of pay, to a maximum of three (3) weeks to acquire the necessary skills required by such change.

ARTICLE 26

PREGNANCY AND PARENTAL LEAVE

26.1 Any employee on permanent staff of the Board who has worked continuously for at least thirteen (13) weeks immediately before giving birth to a child may apply for Pregnancy Leave. The employee must give the Personnel Department at least two (2) weeks written notice of the date the leave is to begin.

The leave request must be accompanied by a certificate from a legally qualified medical practitioner stating that the employee is pregnant and indicating the expected date upon which delivery will occur. When the request has been approved by the Principal and the Superintendent, it, along with the medical certificate, should be forwarded to the Personnel Department for further processing.

The Pregnancy Leave may commence not earlier than seventeen (17) weeks before the expected date of delivery. At no time shall Pregnancy Leave exceed seventeen (17) consecutive weeks. An employee must give at least four (4) weeks written notice of the date the leave is to end.

An employee who has been on permanent staff for at least thirteen (13) weeks, and who is the parent of a child, is entitled to eighteen (18) weeks of leave of absence without pay following the birth of the child or the coming of the child into custody, care and control of a parent for the first time.

The 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 of a parent for the first time. Parental Leave may begin no more than thirty-five (35) weeks after the child is born or comes into the custody, care and control of a parent for the first time. The employee must give at least two (2) weeks written notice of the date the leave is to begin.

The sum of a Pregnancy Leave and Parental Leave shall not exceed thirty-five (35) weeks. An employee must give at least four (4) weeks written

notice of the date the leave is to end.

An employee taking other employment during a Pregnancy or Parental Leave will be considered to have terminated employment with the Board.

During Pregnancy and Parental Leave, seniority will accrue in accordance with the Employment Standards Act. Upon return to work, an employee who has taken Pregnancy and/or Parental Leave in accordance with this article shall be reinstated when the leave ends to the position the employee most recently held, if it still exists, or to a comparable position if it does not.

26.2 The Board will continue to pay its share of the premiums for the following employee benefits: Extended Health Care, Dental, Group Life, Semi-Private, Long Term Disability Insurance and OMERS pension for the period of Pregnancy or Parental Leave provided that the employee is enrolled in such benefit plan at the time of commencement of the leave and provided the employee continues to pay the share of the premiums.

ARTICLE 27 EXTENDED PARENTAL LEAVE

In addition to Parental leave provided under the Employment Standards Act, an employee may elect to take an additional Extended Parental Leave without pay following the birth or adoption of a child. The following conditions apply;

- 27.1 An employee eligible for Parental Leave may apply in writing to the Assistant Manager, Personnel Services, for Extended Parental Leave at the same time as the employee applies for Parental Leave or no later than thirty (30) days before the Extended Parental Leave is to begin.
- 27.2 If an employee is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on vacation or leave, application for Extended Parental Leave must be made at least thirty (30) days prior to the date that the Extended Parental Leave is to begin. Such Extended Parental Leave shall begin only on the first day following the expected delivery/arrival of the child, when the employee would have been at work.
- 27.3 The application for Extended Parental Leave shall include the requested expiration date of the leave in accordance with 27.6.
- 27.4 a) Except as set out in 27.2 above, Extended Parental Leave shall begin immediately following the end of that employee's Parental leave.

b) Extended Parental Leave must be taken as one (1) continuous segment of time composed of consecutive weeks.

27.5 *Seniority shall continue to accrue during the Mended Parental Leave.*

27.6 a) *The sum of a Pregnancy/Adoption Leave, a Parental Leave and an Extended Parental Leave shall not exceed fifty-two (52) weeks for any one employee.*

b) In special circumstances, where a later return date will better accommodate program needs, the Director may agree to extend the Extended Parental Leave to:

i) December 31;

ii) the find day of March Break;

iii) the lust school day of a semester;

iv) after the last school day in June but before the first school day in September, or;

v) an alternate date approved by the Director for the employee.

27.7 *Employees who do not return to work following Extended Parental Leave shall be liable for reimbursement to the Board of Sub-Plan Benefits.*

27.8 *Upon return to work, an employee who has elected and been granted Extended Parental Leave will be reinsafed to the position most recently held, if it still exists, or to a comparable position if it does not.*

27.9 *Seniority for the purposes of promotion, vacation entitlement, sick leave credits, and annual increments will not be affected. However, sick leave credits and vacation entitlement will not accumulate during the period of the leave.*

27.10 *The employee on Extended Parental Leave may continue the employee's insured employee benefit plans and the employee shall pay the Board's share and the employee's share of the premium during the leave unless notification in writing is received by Personnel declining participation.*

**ARTICLE 28
DURATION**


28.1 *This Agreement shall continue in effect to and including the 31st day*

of December, 1993, and unless either party notifies the other party in writing of its desire to amend or terminate the said Agreement, it will continue in effect from year to year thereafter. Notice of amendment of termination may only be given during a period of not more than ninety (90) days prior to the 31st of December, 1993, or any succeeding anniversary date.

- 28.2** *No other collective agreement provisions, whether identified as central or local, will be open for renegotiation during the term of the Collective Agreement which expires December 31, 1993.*

Signed at Etobicoke this 23rd day of September , 1993.

The Board of Education For
The City of Etobicoke:



Chair



Director of Education
and Secretary-Treasurer

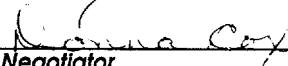


Manager of Personnel Services
and Employee Relations

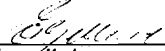
Canadian Union of Public
Employees, C.L.C.,
Local Union No. 2897



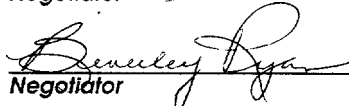
President



Negotiator



Negotiator



Negotiator

SCHEDULE A - WEEKLY AND HOURLY RATES

	3% Jan. 1/92 HOURLY	Jan. 1/92 WEEKLY	3% Jan. 1/93 HOURLY	Jan. 1/93 WEEKLY
<i>Salary Grade G</i>	14.52	508.20	14.96	523.60
<i>Secondary School Secretary</i>	15.90	556.50	16.38	573.30
	17.29	605.15	17.81	623.35
<hr/>				
<i>Salary Grade H</i>				
<i>Business/Technical Secretary</i>	15.39	538.65	15.85	554.75
<i>Library Secretary</i>	16.86	590.10	17.37	607.95
<i>Guidance Secretary</i>	18.32	641.20	18.87	660.45
<i>Secondary School Secretary</i>				
<hr/>				
<i>Salary Grade I</i>				
<i>Elementary School Secretary</i>	16.22	567.70	16.71	584.85
	17.77	621.95	18.30	640.50
	19.31	675.85	19.89	696.15
<hr/>				
<i>Salary Grade K</i>				
<i>Head Secretary</i>	18.44	645.40	18.99	664.65
<i>Secondary School</i>	20.20	707.00	20.81	728.35
	21.95	768.25	22.61	791.35

LETTER OF UNDERSTANDING - TERMED EMPLOYEES

The parties agree to the following guidelines regarding termed employees:

- the Superintendent of Personnel Services has the discretion to authorize termed employees under exceptional circumstances;
- the Board will notify the Union in writing of the termed position and the reasons therefore;
- upon receipt of notification of the Board's intent to establish a termed position, the union will confirm its agreement or request further information within five (5) working days;
- the duration of a termed position shall be determined by the Superintendent of Personnel Services, but in no case will it extend beyond that school year without the expressed consent of the union;
- the salary rate for the termed position shall be the minimum salary step for the appropriate bargaining unit classification;
- benefits for termed employees shall be in accordance with Board practice;
- termed employees shall not be members of the bargaining unit.

LETTER OF UNDERSTANDING

It is the intention of the Board to provide to each school secretary an Income Tax (T4) slip that shall state the amount of union dues paid by the employee.

LETTER OF UNDERSTANDING RE: ARTICLE 13

Whenever a vacancy occurs during the summer months that is subject to the terms of Article 13.2, the Board shall make such posting(s) known, without delay, to all bargaining unit members by forwarding the posting(s) to each employee through regular mail at the last address as provided by the employee.

A time period of fifteen (15) days for delivery and response will be allowed. Employees will notify the Board of their candidacy by telephone and confirm the same by mail.

LETTER OF UNDERSTANDING

Re: 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 collective agreement provisions respecting O.H.I.P. will be removed from the Collective 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 employer payroll tax funding, will be returned to the Collective Agreement.

LETTER OF INTENT

Re: Vacation Pay

The Board will endeavour to provide all outstanding vacation pay for all members of the bargaining unit by no later than the first pay date in July of each year during the term of this Collective Agreement.

LETTER OF INTENT

It is not the intent of the Etobicoke Board of Education to decrease the present establishment by the use of temporary help.

Therefore temporary help will be defined as working for a period of time in a position held by an employee who is part of the establishment of the Etobicoke Board of Education and is absent due to maternity leave, leave of absence, illness, or other approved leave. When such employee returns the person engaged on a temporary basis will be released from the position.

APPENDIX 'A'

COST OF LIVING ALLOWANCE

(a) for the period January 1, 1993 to December 31, 1993, a Cost of Living Allowance shall be calculated and paid to all eligible employees covered by the collective agreement subject to the definition in Article 2.

(b) The calculation of this allowance shall be made for the month(s) during the period January 1, 1993 to December 31, 1993 inclusive in which the C.P.I. for Metropolitan Toronto exceeds 103.25% of the December, 1992 C.P.I. for Metropolitan Toronto. The last such calculation, if any, shall be made comparing the December, 1992 C.P.I. and the December, 1993 C.P.I. for Metropolitan Toronto.

(c) The allowance for each such month shall be calculated using the following formula:

$$\frac{\text{Straight time basic hourly rate} \times \text{yearly straight time hours of work}}{12} \times A$$

$$A = \frac{\text{C.P.I. for each calendar month the employee is on staff} - \text{C.P.I. December 1992}}{\text{C.P.I. for December 1992}} - .0325$$

(d) C.P.I. means the Consumer Price Index for Metropolitan Toronto (1986 = 100) for the month(s) referred to in paragraph (b) above published by Statistics Canada in the following month.

(e) The allowance(s), if any, shall become payable in a lump sum to eligible employees as soon as reasonably possible following the publication of the December, 1993 C.P.I. The amount payable will, in no event, exceed 2.0% of the employee's Basic Annual Wages or Salary.

(f) Should Statistics Canada modify, amend or alter its method of calculation of the Consumer Price Indices, the Consumer Price Indices as defined by statistics Canada on the date of the execution of this collective agreement will continue to apply throughout the period set out in paragraph (a) above.

(g) Eligible employees are those defined in the retroactive clause in the Memorandum of Settlement and are on staff as of December 31, 1993.

APPENDIX 'B'

Effective the first day of the second month following ratification, the Board will introduce a Sub Plan for employees on pregnancy or parental leave:

Supplemental Unemployment Benefits (SUB) Plan:

1) The object of this SUB plan is to supplement the unemployment insurance (U.I.) benefits received by employees from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Parental Leaves for adoption purposes granted in accordance with, and pursuant to, the Collective Agreement to which this Plan is appended.

2) The other requirements for receipt of a SUB are:

(a) the employee **must** apply for and be in receipt of U.I. pregnancy or parental benefits for adoption purposes from the Canada Employment and Immigration Commission;

(b) an application for SUB must be made by the employee on a form to be provided by the **Board** and the employee shall provide verification of receipt of U.I. benefits indicating the weekly amount paid by the Canada Employment and Immigration Commission;

(c) the employee shall sign an agreement with the Board indicating:

(i) that the employee will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Collective Agreement to which this Plan is appended) after returning from the employee's Pregnancy Leave or Parental Leave (and any subsequent leave) granted by the Board under the terms of the Collective Agreement to which this plan is appended; and

(ii) that should the employee not comply with (i) above the employee shall reimburse the Board any monies paid to the employee under the SUB Plan.

3. An employee must have applied and be in receipt of U.I. benefits before a SUB becomes payable.

4. An employee who is not in receipt of U.I. benefits shall not be eligible for a SUB, except if the reason for non-receipt is that the employee is serving the two-week waiting period. A SUB payment shall be made only when it has been verified that the employee has applied for and is in receipt of U.I. benefits.

5. An employee shall not have the right to a SUB payment except for supplementation of U.I. benefits for the unemployment period as specified by this Plan.

6. The benefit levels paid under this Plan are set out in (7) below. It is understood that consistent with current unemployment insurance regulations:

(a) in any week, the total amount of the SUB, U.I. gross benefits and any other earnings received by the employee shall not exceed 95% of the employee's normal weekly earnings, and

(b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

7. The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a SUB is payable. SUB will be payable only once during a combined Pregnancy and Parental Leave.

Effective January 1, 1994, the benefit level paid under this plan shall be \$75.00 per week (pro-rated for other than full-time employees) for up to the fifteen (15) weeks following the two week waiting period providing the employee remains in receipt of U.I. benefits.

8. The duration of this plan is from the first day of the second month following signing of the Collective Agreement to which this Plan is appended or the date of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, until December 31, 1994.

ADMINISTRATIVE PROCEDURE - POLICY D.4

LEAVE OF ABSENCE - BUSINESS AND SUPPORT STAFF

Explanatory Notes:

In the case of dispute with respect to any matter concerning the operation of this leave plan the employee may request appearance before a Board-Staff committee with the right of appeal to the Board.

The terms of the agreement referred to herein shall not preclude the Board from sending an individual to undertake special training on terms to be defined by the Board.

SPECIAL LEAVE - EDUCATIONAL PURPOSES

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

(b) Special leave for exceptional circumstances may be granted on an ad hoc basis which shall be reported to the Board.
4. **An** employee desiring special leave shall apply to the Director of Education in writing giving reasons and details regarding the purpose of the proposed leave.
5. (a) Salary and other benefits shall be paid or credited to employees granted special leave, while continuing with the purpose of the leave, in an amount equal to 80% of the employee's basic salary at the date of commencement of the leave.

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

6. **An** employee granted special leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a period equal to twice the length of the period of leave following the employee's return.
7. **An** employee failing to carry out the purpose for which the leave was granted shall upon demand 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.

MISCELLANEOUS LEAVE

1. The Director of Education may grant miscellaneous leave up to a maximum in any one year of five days to an employee on a working year of ten months, and six days to an employee on a working year of twelve months, without loss of salary but with deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan for the purpose of:
 - (a) attending the graduation of a husband, wife, son or daughter,
 - (b) attending an adult drama or music festival in which the employee is a participant,
 - (c) attending trustee or other relevant conventions when the employee is a trustee in another municipality or is a member of a municipal council,

- (d) participating in tournaments or athletic track and field meets related to Olympic Games, or finals of national competitions approved by the Board,
 - (e) moving to a new place of residence,
 - (f) caring for a member of the employee's immediate family in a case of serious illness when the employee has been unable to obtain other proper care for such member,
 - (g) attending the funeral of a close relative or close friend,
 - (h) attending (as President or Senior Executive Officer) an approved convention or a meeting or other function of a lodge, service club, church council, alumni association or recognized community organization,
 - (i) observing religious Holy Days,
 - (j) under special circumstances for reasons approved by the Director.
2. **An** absence of up to 3 days without loss of salary and sick leave credits shall be granted an employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters, guardians, grandparents, and grandchildren. Under special circumstances for reasons approved by the Director additional days may be granted.
3. The Director of Education may grant miscellaneous leave, other than that limited to five or six days in No. 1 hereof, without loss of salary and without deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan, for the purpose of:
- (a) writing university or similar examinations,
 - (b) attending the employee's own graduation, or
 - (c) under special circumstances for reasons approved by the Director.

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

ADMINISTRATIVE PROCEDURE - POLICY D.7

SICK LEAVE CREDIT PLAN

SICK LEAVE CREDIT AND GRATUITY PLAN FOR NON-TEACHING, UNION PERSONNEL

The Board will administer a Sick Leave Credit and Gratuity Plan for non-teaching, union personnel in accordance with any agreements which may be made from time to time between the Board and the Canadian Union of Public Employees, Locals 808 and 2897 (C.L.C.).

SICK LEAVE CREDIT AND GRATUITY PLAN FOR NON-TEACHING, NON-UNION PERSONNEL

PART I - General

1. In this Plan.
 - (a) "Board" means the Board of Education for the City of Etobicoke.
 - (b) A "credit" means a sick leave credit entitling an employee or part-time employee to be paid his salary or part-time salary, respectively, for one day under the provisions of this Plan during his absence from duty.
 - (c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
 - (d) The "working year" shall commence on the first day of January.
 - (e) "Basic salary" means salary, as per relevant schedule, exclusive of overtime.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director.
3. The Director shall, in accordance with the terms of the Plan, have power to do and perform all things necessary for the conduct of the Plan, including the power, subject to appeal to the Board, to allow or disallow any credits or deductions thereof and to compute upon severance of employment the number of credits to which the employee is entitled.
4. (a) The Director shall be responsible for keeping a record of credits and deductions therefrom.

- (b) Credits shall be recorded in an employee's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.
- 5. In the case of dispute with respect to any matter concerning the operation of the Plan the employee may request appearance before a Board-Staff Committee, with the right of appeal to the Board.
- 6. (a) Those included in the plan shall be:
 - (i) all employees of the Board on the permanent or probationary staff.
 - (ii) any person employed on a temporary basis for a period of at least twenty consecutive working days.
- (b) Those not included in the plan shall be:
 - (i) persons employed on an occasional basis or as summer employees.
 - (ii) persons employed on a day-to-day basis or temporary employees on an hourly rate of pay.
- 7. Subject to the provisions in Part VI relating to Special Leave,
 - (a) At the beginning of each working year there shall be placed in the sick leave account of each employee on the permanent or probationary staff on a working year of ten months, twenty credits, and in the sick leave account of each employee on a working year of twelve months, twenty-four credits.
 - (b) At the beginning of his/her employment there shall be placed in the sick leave account of each employee on the permanent or probationary staff whose employment commences after the beginning of the working year, the number of credits equal to that proportion of the total number of credits for a full working year that the working time remaining in that working year bears to the total working time in the year.

- (c) An employee absent from duty for a complete working year because of personal illness shall be entitled to a full sick leave credit for that year, but an employee absent for a working year for reasons other than personal illness shall not receive any sick leave credits during the year.
 - (d) After employment for twenty consecutive working days there shall be placed in the sick leave account of each temporary employee covered by the Plan, two credits for each month worked during the continuation of his term of employment.
- 8. The credits of each employee on the permanent or probationary staff shall be accumulated in his sick leave account from year to year.
 - 9. To the extent that an employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

PART II - Credits from Previous Plans and Transfers

- 10. There shall be placed in the sick leave account of each employee of the Board at the date of the commencement of the Plan, the number of credits equal to the unused sick leave credits held by the employee at that date under the provisions of the plan of the board existing immediately prior to the commencement of the Plan, provided that if any employee was at any time employed by a school board or board of education in the Metropolitan Area whose sick leave plan contained limitations or restrictions upon the number of unused sick leave credits which could be transferred or accumulated, the credits to be placed to his/her account under the Plan shall be determined as if such sick leave plan or plans had contained no such limitations or restrictions.
- 11. Where an employee ceases to be employed by the Board,
 - (a) the number of credits standing to his/her credit under the Plan shall be reduced by two credits for each month or part of a month remaining in the working year of such employee.

- (b) if the employee receives a gratuity or other allowance calculated in relation to or on the basis of the credits in his/her sick leave account, the credits standing to his/her credit shall be reduced to zero.
12. Where an employee of a school board, municipality or local board thereof within the Province of Ontario that had established a sick leave credit plan becomes an employee of the Board (without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated under such a plan) the Board shall place to his/her credit in his/her sick leave account that number of credits equal to the sick leave credits standing to the credit of such employee in the plan of such school board, municipality or local board thereof, provided that the number of credits to be so placed shall not exceed the number of credits that would have been accumulated at the rate set under the Plan.
13. In the event of re-employment the Director shall reinstate the credits standing to the credit of the employee on resignation, unless such re-instatement is specifically prohibited by statute. [Note Section 11(b).]

PART III - Absence Due to Illness with Deductions from Credits

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

- 16 The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.
- 17 Subject to the provisions respecting Workers' Compensation as outlined in Section 20, a credit shall be deducted from an employee's sick leave account for each day of absence due to illness or dental condition for which the employee's salary is paid, and no salary payments shall be made to an employee for his/her absence due to illness or dental condition beyond the number of credits in his/her sick leave account except pursuant to the resolution of the Board.
- 18 Subject to the provisions relating to Workers' Compensation, each employee who is absent from duty due to illness or dental condition, shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the credits in his/her account.

PART IV - Absence Without Deductions From Sick Leave Credits

19. Employees shall be entitled to be paid their salaries without deductions of credits when they are absent from duty because of quarantine or other order of the Medical Health authorities, jury duty or duty as witnesses in any court to which they had been summoned in any proceedings to which they are not a party or one of the persons charged, but credits may be deducted for absence as provided in the Board's administrative procedures governing Special and Miscellaneous Leaves.

PART V - Absence With Payment Under the Workers' Compensation Act

20. Where an employee is absent by reason of incapacity on account of an accident occurring while on duty, and an award is made under the provisions of the Workers' Compensation 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 Workers' Compensation Act but such absence from duty shall result in deductions from credits.

PART VI - Special Leave

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

PART VII - Sick Leave Credit Gratuities

22. A sick leave credit gratuity shall be paid
- (a) to an employee who retires on or after January 1, 1971 (retirement shall be the termination of employment with the Board by an employee who is at least 55 years of age on the date of his/her retirement);
 - (b) to an employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
 - (c) to a named beneficiary or to the estate of an employee who dies while in the employment of the Board.
23. The sick leave credit gratuity to be paid shall be equal to 2% of the final basic annual salary of the employee at the time of his/her retirement, disability or death, multiplied by the number of full years' service with the school board or board of education in the Metropolitan Toronto area, provided that the amount of such payment shall not exceed the statutory limit. For employees on a working year of 10 months this statutory limit would be the lesser of:

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

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

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

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

(b) annual salary x 1/2

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

March, 1992