

Memorandum of Settlement

Between

Toronto District School Board

And

**Local 4400,
Canadian Union of
Public Employees (C)**

Dated March 13, 1999

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Memorandum of Settlement

Between:

Local 4400, Canadian Union of Public Employees (Unit C) (the "Union")

And

The Toronto District School Board (the "Board")

1. The negotiating committees for the Union and the Employer have agreed on the resolution of all outstanding issues in dispute, subject to ratification by the Toronto District School Board and the employees of the bargaining unit. The respective negotiating Committees agree to recommend the ratification of this Memorandum of Settlement to their respective principals, Such ratification shall take place no later than March 31, 1999. In the event this agreement is ratified it shall thereupon constitute a collective agreement. In the event this memorandum is not ratified, it shall be null and void.
2. The parties agree that the items set out in Schedule "A" have been finally and fully agreed to between the parties.
3. In addition to those items set out in Schedule "A", the parties have also agreed as follows:
 - (a) A lump sum payment will be made to all employees on staff in a position covered by this Bargaining Unit as at the date of ratification in the amount of 3% of annual earnings for the period January 1, 1998 to December 31, 1998. Such payment shall be made no later than April 15, 1999.
 - (b) Effective January 1, 2000, all employees covered by this Bargaining Unit shall receive an increment of 1.0% on all wage rates in effect as of December 31, 1999, including any wage rates which may have been harmonized as of that date.
 - (c) Maintenance of Present Conditions to be referred to Dispute Resolution Process for the period ending August 31, 2000. Status quo to be maintained for Parking Privileges pending decision under Dispute Resolution Process.
 - (d) Contracting Out language to be inserted into the collective agreement as follows:

"Subject to the agreement of the parties or as provided under this Agreement, no work which is performed by 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 the date of signing of this Agreement.

The parties shall establish a Joint Committee comprised of up to five (5) Employees and five (5) Employer representatives to identify alternatives to contracting out work that could be performed by members of the Bargaining Unit but which is not subject to work jurisdiction of another bargaining unit. The Committee shall make recommendations for the consideration of the Employer by December 31, 1999.

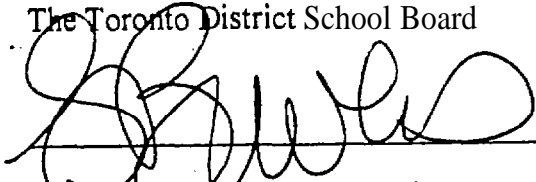
It is agreed that persons such as volunteers, students, co-op students, parents and others who provide assistance to the Employer on a paid or unpaid basis shall be used only to enrich programs or provide other services and shall not be used if such use adversely affects the terms and conditions of employment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

- (e) No employee shall experience a reduction in wages, benefits or working conditions or any of the other items referred to the Harmonization Process paid or in effect as at the date of execution of this Memorandum of Settlement during the term of the collective agreement and so long as the terms and conditions of the collective agreement remain in effect pursuant to the provisions of section 86 of the Labour Relations Act, 1995.
 - (f) There will be no layoffs prior to December 31, 2000, notwithstanding the expiry of the collective agreement or any renewal of the collective agreement. For the purposes of this clause it is understood that the term “Layoff” includes any reduction in an Employee’s hours of work except where those hours are reduced:
 - (i) as a result of the harmonization or standardization of the hours of the work, work day or work year pursuant to the Harmonization Process; or
 - (ii) in the work assigned to a temporary Employee unless that work is being performed by an Employee on Seniority List A in which case the provisions of Article P.8.5 will apply; or
 - (iii) as a result of a decline in enrolment in those positions which are directly dependent on client/learner enrolment such as one-on-one Educational Assistants; Childminders or Continuing Education Clericals in which case such Employees shall be entitled to exercise their rights under the provisions of Article Q of the Agreed Language.
4. The parties agree that harmonization issues will be dealt with in accordance with the Harmonization Process set out in Schedule “B”. The harmonization issues are set out in Schedule “B”.
 5. The parties agree that all other items still in dispute will be resolved in accordance with the Dispute Resolution Process set out in Schedule “C”. The items to be implemented no later than August 31, 1999 are set out in List 1 of Schedule “C” and the items to be implemented no later than August 31, 2000 are set out in List 2 of Schedule “C”.
 6. Effective the first day of the second month following ratification the ODA Schedule of Fees shall be amended to 1996 and the dental recall visits under the Basic Plan shall be amended to once every nine months.
 7. The Toronto District School Board Early Leaving Plan will be offered to permanent staff at the discretion and approval of Executive Council.
Seniority and OMERS eligibility will be a factor for the Executive Council to consider in deciding who is approved to be offered the ELP.
 8. The parties agree that the return of employees to work shall be governed by the Return to Work protocol set out in Schedule “D”.

9. All schedules and appendices attached to this agreement shall form part of this memorandum of settlement and the ensuing collective agreement.

Dated this 13th day of March 1999.

The Toronto District School Board



Maria V. Fowler

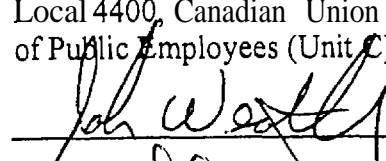
Barbara Munro


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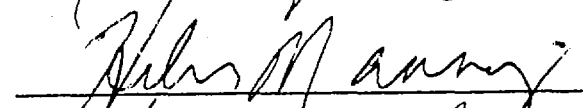
Chris H. Koester

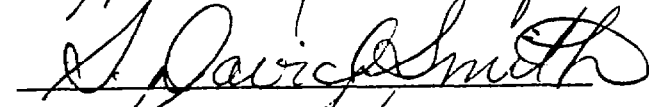
Local 4400, Canadian Union
of Public Employees (Unit C)














SCHEDULE “A”

Agreed to Items

Between

The Employer

and

**Local 4400, CUPE
Unit C**

as at

March 11, 1999

ARTICLE A - PURPOSE

- A.1 It is the purpose of this Agreement:
- A.1.2 to set forth the terms and conditions of employment for employees in the Union:
- A.1.3 to provide prompt and equitable disposition of grievances:
- A.1.4 to encourage efficiency in operations;
- A.1.5 to promote a co-operative and harmonious relationship between the Employer and it's Employees.

ARTICLE B - MANAGEMENT RIGHTS

- B.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.
- B.3 The Employer agrees not to exercise these functions in a manner inconsistent with the provisions of the collective agreement.

ARTICLE C - UNION SECURITY

- C.1 The Employer will continue the current predecessor Board practices in place for dues, initiation fees, and/or assessments deduction until there is a single payroll system at which time the Employer agrees to deduct from the pay of each Employee to whom any pay is due in that pay period an amount equal to their regular Union dues, initiation fees, and/or assessments, if any, which shall be levied on a uniform basis on all employees in the bargaining unit. The Union will notify the Employer in writing of the amount of such dues or assessments from time to time.
- C.1.1 All dues or assessments so deducted shall be remitted to the Union not later than the 15th day of the month following the month in which such deductions are made together with a list of the names of all employees from whose pay dues or assessments were so deducted.
- C.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.

List of items Agreed Upon Between the
Employer and Local 4400, CUPE, Unit C as at March 11, 1999

- C.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.
- C.3.1 Notwithstanding anything contained in Clause C.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- C.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.
- C.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.
- C.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 D - NO CESSATION OF WORK.

- D.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.

ARTICLE E – DISCIPLINE AND DISCHARGE

- E.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.
- E.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.
- E.3 An Employee who has been dismissed without notice shall have the right to interview a steward for a reasonable period of time before leaving the Employer's premises.

ARTICLE F - DURATION AND TERMINATION

- F.1 The term of this Agreement shall commence on the date of ratification of the Memorandum of Settlement and shall expire on 31 August 2000.

List of Items Agreed Upon Between the
Employer and Local 4400, CUPE, Unit C as at March 11, 1999

- F.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 day prior to the termination date of the Agreement, or any succeeding anniversary date.
- F.3 Any changes deemed necessary to this agreement may be made by mutual agreement at any time during the existence of this Agreement.

ARTICLE G - RECOGNITION

- G.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, 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.
- G.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.
- G.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.
- G.1.3 Any position which exists as of the date of the signing of the 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.
- G.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 H - RELATIONSHIP

- H.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.
- H.2 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

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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.

- H.3 Both the Employer and the Union agree there shall be no discrimination against any Employee 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.
- H.3.1 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.
- H.4 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.
- H.5 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.
- H.5.1 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.
- H.6 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. The Union shall advise the Employer in writing of the name and address of the Recording Secretary of the Union and of any changes from time to time.
- H.7 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.
- H.8 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.
- H.9 The Employer shall provide two (2) copies of newly approved Board policies to the Union.
- H.10 The Employer shall provide one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes to the Union.
- H.12 Upon written request by the Union, the Employer will provide a copy of the insured employee benefits plans.

ARTICLE I - REPRESENTATION

- I.1 Labour Management Committee
 - I.1.1 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.
 - I.1.1.2 The Committee shall be equally comprised of up to twelve (12) Employer representatives and up to twelve (12) 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.
 - I.1.2 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.
 - I.1.3 The Committee shall receive a notice and agenda of the meeting at least forty-eight (48) hours in advance of the meeting.
 - I.1.4 When meetings are held during an Employee's working hours, no loss of pay will result from their attendance at the Labour Management meeting.
- I.2 Negotiations Committee
 - I.2.1 At all negotiations meetings with Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of twenty (20) 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.
- I.3 Stewards
 - I.3.1.1 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.
- I.4 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.

- I.5 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.

ARTICLE J - PROBATIONARY PERIOD

- J.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.
- J.2 All new Employees, excluding Temporary Employees, hired in a position which is regularly scheduled for a period of ten (10) hours or less per week shall serve a probationary period of two hundred and sixty (260) hours of service actively performing the essential duties of the job and will have no seniority rights during that period.
- J.3 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.
- J.4 During the probationary period the Employer shall have the right to discipline, demote, discharge or lay off a probationary new Employee and such probationary new Employee shall have recourse to the Grievance Procedure. It is understood by the parties that, for the purposes of the above, a lesser standard will apply to a probationary Employee than to an Employee who has completed their probationary period.

ARTICLE K - LEAVES OF ABSENCE WITHOUT PAY

- K.1 General
- K.1.1 An Employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer. Such approval shall not be unreasonably withheld. Employees who are granted leave of absence or who are placed on such a leave of absence, without pay, in excess of fifty (50) continuous working days, shall not earn or receive benefits, sick credits, vacation credits or wages, salary or other compensation during the period of such leave of absence except as set out this agreement or as otherwise required under the *Employment Standards Act*. An Employee entitled to such leave in excess of fifty (50) continuous working days, shall have the option of continuing coverage of all benefit plans at full cost to the Employee.
- K.2 Pregnancy Leave
- K.2.1 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.

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- K.2.2 When leave may begin – An Employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- K.2.3 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.
- K.2.4. Special circumstances – paragraph K.2.3 does not apply in the case of an Employee who stops working because of complications caused by her pregnancy or cause of a birth, still-birth or miscarriage that happens earlier than the Employee was expected to give birth.
- K.2.5 Notice in special circumstances – An Employee described in paragraph K.2.4. 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.
- K.2.6. End of pregnancy leave if parental leave available – The pregnancy leave an Employee who is entitled to take parental leave, ends seventeen (17) weeks after the pregnancy leave began.
- K.2.7. 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.
- K.2.8. End of pregnancy leave on Employee notice – The pregnancy leave of an Employee ends on a day earlier than the day provided for in (K.2.6 or K.2.7) if the Employee gives the Employer at least four (4) weeks written notice of that day.
- K.2.9 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.
- K.3 Parental Leave
- K.3.1 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:
- K.3.1.1 the birth of the child; or
- K.3.1.2 the coming of the child into the custody, care and control of a parent for the first time.

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- K.3.2 Restriction on when leave may begin- Parental Leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- K.3.3 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.
- K.3.4 Notice – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- K.3.5 Special circumstances - Paragraph K.3.4 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.
- K.3.6 End of parental leave - Parental leave ends eighteen (18) weeks after it began or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- K.3.7 Change of notice to begin leave - An Employee who has given notice to begin pregnancy leave or parental leave may change the notice:
- K.3.7.1 to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date: or
- K.3.7.2 to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave as to begin,
- K.3.8 Change of notice to end leave.- An Employee who has given notice to end the leave may change the notice:
- K.3.8.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
- K.3.8.2 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.
- K.3.9 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 and who intends to treat the child as his or her own.
- K.4 Benefits and Seniority During Pregnancy and Parental Leave
- K.4.1 The Employer will continue to pay its share of contributions, to a maximum of thirty-five (35) weeks, 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.

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Employer and Local 4400, CUPE, Unit C as at March 11, 1999

- K.4.2 (Previously Agreed as K.2.6)
Seniority will continue to accrue during Pregnancy and/or parental leave.
- K.4.3 (Previously Agreed as K.2.7)
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.
- K.4.4 An Employee on Seniority List A granted pregnancy or adoption leave and who complies with the requirements of Appendix "C" shall be compensated in accordance with Appendix "C" for the two (2) week waiting period for Employment Insurance Benefits.
- K.4.5 If an eligible Employee holds more than one position with the Employer, such Employee shall only be eligible to collect SEB payments on one position.
- K.5 Infant Care/Child Care Leave
- K.5.1 An Employee eligible for Parental Leave under K.3 may apply for Infant Care/Child Care Leave.
- K.5.2 The Employer shall grant to eligible support staff a leave of absence without pay, to be known as Infant Care/Child Care Leave which will provide:
- K.5.2.1 the mother, up to sixty-nine (69) additional weeks immediately following the combined pregnancy and parental leave; or
- K.5.2.2 the father, up to sixty-nine (69) additional weeks immediately following the parental leave; or
- K.5.2.3 the mother or father, up to sixty-nine (69) additional weeks immediately following the parental leave.
- K.5.3 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.
- K.5.4 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.
- K.5.5 Once Infant Care/Child Care Leave has been granted it shall not be extended.
- K.5.6 Once Infant Care/Child Care Leave has been granted, it shall not be rescinded except at the discretion of the Director of Education.
- K.5.7 An Employee granted Infant Care/Child Care Leave shall, before going on such leave, execute an agreement with the Employer, consistent with the Collective Agreement to remain in the employ of the Employer for a period equal to the length of the leave following the Employee's return from leave.

- K.5.8 An Employee who has received benefits under the provisions of Appendix C shall, upon expiration of such leave(s) return to work and remain in the service of the Employer for a minimum period of three (3) months.
- K.6 Benefits and Seniority During Infant Care/Child Care Leave
- K.6.1 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.
- K.6.2 Seniority shall accrue during Infant Care/Child Care Leave.
- K.6.3 Experience shall be accrued for salary purposes and Employees returning from leave shall be placed a the step on the grid to which their service with the Employer, including Infant Care/Child Care Leave, entitles them.
- K.7 Returning To Work From Pregnancy and/or Parental and/or Infant Care/Child Care Leaves
- K.7.1 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 Q of this Collective Agreement.
- K.9 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.
- K.9.1 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.
- K.10 The Employer agrees to make available to Employees on Seniority List A the Self-Funded Leave Plan outlined in Appendix E.

ARTICLE L - PERSONNEL FILES

- L.1 Employees may, upon written request to the person designated by the Employer, review their personnel file. The Employee may be accompanied by a Union representative. Such review must be made in the presence of a member of the Human Resource staff at a time, during normal business hours, that is mutually arranged between the Human Resource staff and the Employee concerned.
- L.1.1 Employees shall be able to obtain copies of the content of their personnel file.
- L.2 It shall be the responsibility of each Employee to notify their supervisor, in writing, promptly of any change in address.
- L.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.

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- L.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 notation will be removed from the Employee's file.
- L.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 M - GENERAL

- M.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.
- M.1.1 New Employees will be given a copy of the Agreement when they commence their employment.
- M.1.3 The Employer will provide the Union with an electronic version and two hundred (200) additional copies of the Collective Agreement in booklet form.
- M.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.
- M.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.
- M.5 In October and February each year the Employer will forward in both written and electronic form to the Recording Secretary of the union, a list showing the names and home addresses of Employees.
- M.6 The Employer will make available to interested Employees, the opportunity to attend, subject to operational requirements, a properly accredited Standard First Aid and/or Cardio-Pulmonary Resuscitation (CPR) Course. No fees shall be charged to Employees for these courses.
- M.7 The Employer will issue a Record of Employment following the last day of work prior to the summer period in accordance with the appropriate legislation.
- M.8 The Employer shall make vinyl and latex gloves available at each work site.

ARTICLE N - DEFINITIONS

- N.1 "Employer" means the Toronto District School Board.

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- N.2 "Union" means the Local 4400, Canadian Union of Public Employees (Unit C)
- N.3 "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 G.
- N.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.

ARTICLE 0 - GRIEVANCE PROCEDURE

- O.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.
- O.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.
- O.3 Step 1
- O.3.1 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.
- O.3.2 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 four (4) 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 grievor in writing within ten (10) working days following the meeting.

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- O.4 Step 2
- O.4.1 Failing satisfactory resolution of the grievance at Step 1, the Union may refer the grievance to the Department Head/Superintendent within seven (7) working days of the written response of the Manager of the appropriate function/location or designate. The Department Head/Superintendent or designate, will hold a meeting with up to four (4) Union representatives within ten (10) working days of receipt of the grievance. The grievor may attend such meeting. The Department Head/Superintendent or designate may request the attendance at the meeting of any other person(s). The Department Head/Superintendent or designate shall give his/her response to the Union in writing within ten (10) working days following the meeting.
- O.5 Arbitration
- O.5.1 Failing satisfactory resolution of the grievance at Step 2, the Union may refer the grievance to a board of arbitration, as provided for below, at any time within twenty-one (21) working days of the written response of the Department Head/Superintendent or designate:
- O.5.1.1 Such referral shall be made in writing to the person designated by the employer.
- O.5.1.2 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.
- O.5.1.3 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.
- O.5.1.4 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.
- O.5.1.5 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.
- O.5.1.6 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.
- O.5.1.7 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

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binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.

- O.5.1.8 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.
- O.6 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.
- O.7 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 02, or a group grievance under paragraph 06, 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.
- O.8 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.
- O.8.1 A grievance involving discharge or discipline may be settled under the grievance or arbitration procedure by:
- O.8.1.1 Confirming the Employer's action: or
- O.8.1.2 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.
- O.9 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.
- O.10 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.

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- O.11 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.
- O.12 Any grievance instituted by the Employer shall be referred in writing to the Union within ten (10) working days of the occurrence of the circumstances giving rise to the grievance. The grievance shall specify the circumstances giving rise to the grievance, identify the provisions of the Collective Agreement alleged to have been violated, and the remedy sought. Two representatives of the Union shall meet with the Executive Officer - Human Resources or designate and other Employer representatives, as required within ten (10) working days after receipt of the grievance. If final settlement of the grievance is not completed within fifteen (15) working days of such meeting, the grievance may be referred by either party to arbitration as provided in this Article.
- O.13 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 P – DEFINITION OF SENIORITY

- P.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.
- P.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.
- P.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.
- P.4 Persons not covered in P.1, P.2 or P.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 P.5.
- P.5 For the purposes of P.1, P.2, P.3 and P.4, an Employee's service shall be deemed to be continuous where:

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- P.5.1 continuity of employment was broken because the service provided by the Employer or program to which the Employee had been assigned ceases at any time prior to the end of the school year and resumes either during the school year or in the following school year. Without limiting the generality of the foregoing, this would include school vacation period; or
- P.5.2 the Employee was not actively at work during regular school vacation periods, including summer break, winter break, spring break; or
- P.5.3 the Employee has resigned his/her employment with the Employer, or a predecessor Board, and has, within a period of six (6) months from the effective date of such resignation, been re-employed by the Employer or a predecessor Board, without having undertaken any intervening employment with any other employer. In respect of claims of continuous service for the purposes of establishing the seniority list, the onus is on the Employee to submit such claim with such supporting proof as may be required to the Employer within 45 days of the seniority list being completed and made available in their work location. Thereafter, the employee shall submit such claim in accordance with the provisions of this agreement and shall provide appropriate proof to support the application of this provision should such be requested by the Employer; or
- P.5.4 the employee has, on or prior to June 8, 1998, left his/her position for another position with the Employer but returns to the bargaining unit prior to the end of a four (4) year period; or
- P.5.5 the Employee has, after June 8, 1998, left his/her position for another position within a CUPE bargaining unit with the Employer but returns to the bargaining unit prior to the end of a four (4) year period from date of leaving; or
- P.5.6 the Employee has, after June 8, 1998, left his/her position for another non-bargaining unit position with the Employer but returns to the bargaining unit prior to the end of a two (2) year period.
- P.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 within the bargaining unit began.
- P.7 Seniority lists will be revised as of the first business day every January and July and a copy of the list will be given to the Union in written and electronic form and, in any event, no later than January 31 and July 31. A copy of such list will also be made available for review in written or electronic form where applicable at each work location.
- P.7.1 The Employer shall maintain two (2) separate seniority lists as follows:
- P.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;
- P.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.

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- P.7.2 It is understood that Employees who work in more than one position with regularly scheduled hours within the bargaining unit shall have their regularly scheduled hours of work combined for the purposes of determining whether they are to be included on List A or List B.
- P.8 A "temporary Employee" is:
- P.8.1 an Employee hired for a period in excess of thirty (30) continuous working days but not in excess of two hundred and sixty (260) continuous working days for a project or undertaking and, in any event, not in excess of a cumulative period of two hundred and sixty (260) working days for a project or undertaking or
- P.8.2 an Employee hired to replace an Employee who is absent for a period in excess of thirty (30) continuous working days but not in excess of two hundred and sixty (260) continuous working days.
- P.8.3 For the purposes of this clause, the term "working day" includes a part of a working day.

Letter of Intent to be prepared carrying out the following note.

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.

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

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

- P.8.5 Projects or undertakings and absences under P.8.1 or P.8.2 above which are expected to last for more than six (6) 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 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.8.6 If a project or undertaking under P.8.1 which was not expected to last for more than six (6) months lasts for more than two hundred and sixty (260) continuous

working days, it shall be posted and filled in accordance with this Agreement unless otherwise agreed by the parties,

P.8.7 If an absence under P.8.1 which was not expected to last for more than six (6) months is extended beyond six (6) 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 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.8.8 The employment of any temporary Employee may continue for a total period of up to two years, if the leave of the Employee who is being replaced has been extended. Otherwise, any period of employment for temporary Employees which exceeds the limits set out in clause P.8.1 above can only be extended by agreement of the parties.

P.8.9 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 [...]. A temporary Employee subsequently hired to a non-temporary position shall receive no credit for periods of employment as a temporary Employee.

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

P.9 Seniority lists shall contain the Employee's name, seniority date, job classification, wage classification, coded work location (once such has been established), scheduled hours of work per week, and work year. Seniority lists provided to the Union shall include the Employee's work location.

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

Any Employee for whom no written objection is raised shall have their seniority date confirmed as stated on the first seniority list. The Employee may raise an objection to his/her placement on the seniority at any time prior to the completion of the second seniority list and such objection will be addressed either at that time or in accordance with clause P.10. However, the Employee will not be entitled to rely on such objection for the alteration to the seniority list during the period prior to the conclusion of the second seniority list. [Letter of Understanding to be prepared]

Transitional provision: Any person currently in a temporary assignment will only be subject to the two hundred and sixty (260) day maximum (in the definition of "temporary Employee") or the ninety (90) day cumulative maximum if such two hundred and sixty (260) consecutive or ninety (90) cumulative working days occurs after the effective date of the Seniority Provisions, 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.

Letter of Understanding re Committee:

Local 4400 and the Employer have agreed to set up a committee with representatives of the Local and the Employer to review those positions which the Local contends have not been staffed by temporary Employees because the employment has been regular and on-going. Any dispute which cannot be resolved by this Committee may be the subject of a grievance under the provisions of the Collective Agreement. Any such dispute will be limited to determining whether the position(s) have been filled by a temporary Employee, but there will be *no* remedy other than such a declaration, except that any Employee who should not be considered temporary from the date of the agreement of the parties or the arbitrator's award to that effect, will cease to be treated as a temporary Employee. Such Employee shall have his/her seniority determined in accordance with Article I for the period the Employee has been in the position which has been determined to be regular and on-going. Local 4400 and the Employer, however, acknowledge that the incidence of temporary employment and temporary assignments have increased since September 1997, in anticipation of the restructuring of central Board operations in 1999. Such temporary employment would not be subject to the Committee's review but will be subject to the provisions of Transitional Provision Note 2 above.

- P.10 The parties shall meet within thirty (30) days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained on the seniority list. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance in respect of that matter within ten (10) working days of the conclusion of the meetings referred to herein.
- P.11 Unless otherwise provided in this agreement, seniority shall terminate, and termination of employment shall be confirmed when an Employee:
- P.11.1 quits for any reason;
 - P.11.2 is discharged and not reinstated through the grievance or arbitration procedure or otherwise;
 - P.11.3 has been absent from work without permission for more than three (3) consecutive working days without reasonable excuse;
 - P.11.4 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:
 - P.11.4.1 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

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- P.11.4.2 the Employee is unable to report to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause
- P.11.5 has been on layoff for a period of twenty-four (24) consecutive months; and
- P.11.6 fails to return to work immediately upon the expiration of a leave of absence without reasonable cause.

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

(These provisions shall only apply to Employees on Seniority List A).

Q.1 General Guidelines

- Q.1.1 A list of Employees to be declared surplus from Seniority List A will be made available to the Union at least thirty (30) working days prior to the surplus becoming effective. The Employer shall give thirty (30) working days notice of declaration of surplus to the Employees on the list made available to the Union,

[Transitional Procedures: During the Transition Period (i.e. the period to Dec. 31, 1999), the obligation in Q.1.1 above, will be postponed until not less than forty-five (45) days prior to the District- Wide Date (defined in Appendix A)].

- Q.1.2 All transfer, bumping, or recall procedures will be made in accordance with seniority, subject to the Employee's skill and ability to perform the normal requirements of the job.
- Q.1.2.1 When two or more surplus Employees have the same seniority date, the Employer will determine placement by lot for these Employees.
- Q.1.3 Wherever practicable, the number of changes and disruption to the operations of the Employer shall be minimized.
- Q.1.4 A surplus Employee will not be required to transfer or bump, and a laid off Employee will not be required to be recalled, to a position that results in a lower annual rate of earnings (exclusive of overtime) than that which exists for such Employee in the position from which the Employee was declared surplus.
- Q.1.4.1 When an Employee accepts a position with a lower annual rate of earnings (exclusive of overtime) such Employee waives any further right to transfer, bump or recall except,
- Q.1.4.1.1 within twenty-four (24) months of the Employee's placement in the lower paid position a vacancy becomes available in the same wage classification and same status as the Employee's pre-displacement wage classification and status, the Employee will be offered such transfer.
- Q.1.4.1.2 Such offer of transfer as described in Q.1.4.1.1 above will be made only once.

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- Q.1.4.1.3 An Employee's decision not to transfer, bump or be recalled to a position with a lower annual rate of earnings (exclusive of overtime) will not otherwise limit the Employee's right to bump or be recalled.
- Q.1.5 A surplus Employee cannot transfer or bump into, and a laid off Employee cannot be recalled to, a higher wage classification.
- Q.1.6 For the purpose of this article, "status" means:
- Q.1.6.1 regularly scheduled hours of work of the position per week (exclusive of overtime); and;
- Q.1.6.2 length of work year.
- Q.1.7 For the purpose of this article, "same wage classification" means those job classifications with the same maximum job rate, exclusive of shift premium and overtime.
- Q.1.8 For the purpose of this article, "annual rate of earnings" means the straight time hourly or weekly rate multiplied by the number of regularly scheduled hours of work or weeks per year.
- Q.1.9 Except as provided in Q.3.4, no surplus Employee shall be laid off while a probationary or temporary Employee is employed in a position for which the Employee has the skill and ability to perform the normal requirements of the job. The probationary or temporary Employee shall be laid off and the surplus Employee shall be placed in that position.
- Q.1.10 In the event of a layoff involving Employees with the same seniority date, the laid off Employee will be determined by lot.
- Q.2 Surplus
- Q.2.1 In the event of what is primarily a District-wide reduction in staff, Employees will be declared surplus within their job classification in the reverse order of their seniority.
- Q.2.2 In the event of other reductions such as a site/location reduction in staff or a reduction in non-school based positions in a department, Employees will be declared surplus in that site/location within their job classification in the reverse order of their seniority.
- Q.3 Transfers
- For the purposes of this Article, an administrative region is the administrative region as determined by the Board.
- Q.3.1.1 If the Employee refuses such transfer because it is outside the administrative region from which the Employee was declared surplus, the Employee may exercise their rights under Q.4 or elect to be placed on layoff.

Q.4 Bumping

Q.4.1 "Bumping" means the process whereby a surplus Employee displaces in accordance with Q.1.2 the least senior Employee in the following order:

Q.4.1.1 The least senior Employee in the same wage classification and status, and where this is not possible the next least senior Employee within the same wage classification and status, and so on until there is no less senior Employee in the same wage classification and status that can be bumped. Where this is not possible;

Q.4.1.2 The least senior Employee in the same wage classification, provided it does not result in a higher annual rate of earnings (exclusive of overtime) and where this is not possible, the next least senior Employee within the same wage classification provided it does not result in a higher annual rate of earnings (exclusive of overtime), and so on until there is no less senior Employee in the same wage classification that can be bumped. Where this is not possible;

Q.4.1.3 The least senior Employee in the next lower wage classification provided it does not result in a higher annual rate of earnings (exclusive of overtime), and where this is not possible the next least senior Employee within this lower wage classification provided it does not result in a higher annual rate of earnings (exclusive of overtime), and so on until there is no less senior Employee in this wage classification that can be bumped, and so on.

Q.4.2 An Employee cannot bump an Employee with higher seniority.

Q.4.3 An Employee who exercises bumping rights shall be permitted a twenty (20) working day familiarization period. An Employee who is unable to perform the normal requirements of the job during the familiarization period shall be laid off.

Q.4.4 An Employee who is unable to bump any other Employee will be given notice of layoff in accordance with the Employment Standards Act and Regulations, and will be laid off.

Q.5 Recall

Q.5.1 An Employee on layoff will be recalled in order of seniority in accordance with Q.1.2 to any vacancy, provided it does not result in a higher annual rate of earnings (exclusive of overtime).

Q.5.2 If an Employee on layoff does not accept recall to a position with the same wage classification, same status, and within the same administrative region, from which the Employee was laid off, such Employee shall be deemed to have resigned.

Q.5.2.1 Once only, an Employee may refuse recall to a position with the same wage classification and same status, which is outside the administrative region from which the Employee was laid off.

Q.5.3 An Employee may waive the right to recall to any position or temporary position that results in a different status and/or a different wage classification from the

Employee's pre-layoff wage classification and status without prejudice to the right of recall to the wage classification and status from which the Employee was originally laid off. Upon accepting recall to a position with a lower annual rate of earnings (exclusive of overtime), an Employee shall waive all rights to a further recall except within 24 months of the Employee's placement in the lower paid position a vacancy becomes available in the same wage classification and same status as the Employee's predisplacement wage classification and status. The Employee will be offered such transfer as more particularly described in sub-clauses Q.1.4.1.1. and Q.1.4.1.2..

- Q.5.4 An Employee who exercises the right of recall shall be permitted a twenty (20) working day familiarization period. An Employee who is unable to perform the normal requirements of the job during the familiarization period shall continue on layoff as if there had been no recall.
- Q.5.5 If an Employee is recalled in accordance with Q.1.2 during a period of pregnancy and/or parental leave, the Employee will accept recall and commence employment at the conclusion of the leave(s) or termination of employment will be confirmed.
- Q.5.6 An Employee accepting recall to a temporary position or assuming a temporary position under Q.1.2 shall remain as an Employee with seniority on List A or B. If the Employee has not been placed pursuant to Q.1.4, at the conclusion of the temporary assignment, the Employee shall return to their position on the recall list or exercise his/her right to bump, as the case may be.
- Q.5.7 In the event of a reduction of Employees on Seniority List B, Employees will be laid off in the reverse order of their seniority within their job classification in their administrative region. An Employee from Seniority List B on layoff will be recalled in order of seniority to an available vacancy within their job classification, However, an Employee may refuse a recall, only once, to an administrative region other than the administrative region from which they were laid off without jeopardizing their place on the recall list.

ARTICLE R – POSTING AND PROMOTION PROCESS

[Transition: During the Transition Period when classifications are being established in a newly organized and restructured department, placements will occur as described in the Transition Note after clause Q.3.1 and Appendix A; vacancies remaining after the application of Appendix A will be filled in accordance with the posting provisions of Article R].

- R.1 Subject to R.5, 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 six (6) months in duration, the position shall be advertised for a minimum of seven (7) working days in each location of the Employer, and will be placed on the Employer's electronic and/or telecommunications systems, when available. There shall be no job postings during July or August except in circumstances where operations so require in which case the Employer shall make every effort to bring such postings to the attention of interested members of the bargaining unit. (AGREED)

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- R.1.1 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. (AGREED)
- R.2 The job posting will state the skills and education required for the position, as well as the shift, hours of work, summary of duties, initial location, including whether the location is wheel chair accessible, wage rate, and the position to whom the position reports. Copies of all job postings will be provided to the Union. The Employer will discuss fully any changes in the advertised skills 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.
- R.3 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).
- R.4 Promotion to a vacancy posted under R.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.
- R.6 Vacancies in positions of ten (10) hours or less per week need not be posted but may instead be filled from a list of "requests for transfer" made by persons requesting transfer to any such vacancy. Such requests may designate location preferences.
- R.7 Employees are not eligible to apply for vacancies during the probationary period.
- R.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 R.5).
- R.9 An Employee shall not be entitled to more than one lateral transfer in any twelve-month period except at the discretion of the Employer.
- R.10 The name of the successful applicant will be provided to the Union 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.
- R.11 The provisions of clause R.9 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 six (6) months. All such vacancies may be filled at the discretion of the Employer.

APPENDIX A

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 A 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 six (6) Union and six (6) 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 disruption 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.

- (b) The Committee will be provided with the job titles, job postings/summary of duties and qualifications, number of positions 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 and incumbents 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 R of the Collective Agreement,

(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. 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 R or (iv) is transferred to a school-based vacancy as provided in paragraph 15 hereof. The Committee will be provided with a list of Employees who remain in temporary assignments. Employees in temporary assignments on the District-Wide Date will be subject to layoff and may exercise transfer and bumping rights as specified in clauses Q.3.2, then Q.3.4, Q.4 and Q.5 of the Collective Agreement.
11. Lay-off and the rights under Article 2 specified in paragraph 10 hereof (i.e., Q.3.2, Q.3.4, Q.4 and Q.5) 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.

School-Based Staff:

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:

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- (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 (iv);
- (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. 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 classifications which are school-based.

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 endeavor 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 3 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)

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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 3.

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. However, this right of transfer may only be exercised at the time of the staffing of the school for 1999-2000 but only in respect of vacancies arising from the allocation of staff to the school and not in respect of other vacancies which may occur prior to the District-wide Date.
 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) will be subject to layoff and may exercise transfer and bumping rights as specified in Clause Q.3.2, then Q.3.4., Q.4 and Q.5 of the Collective Agreement. 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. The Redeployment Committee will exercise its functions described in paragraph 3 of Appendix A in respect of school-based jobs and will monitor placement in such jobs.
- * "Essentially Similar Jobs" are jobs that are restructured and/or continued in the Restructured Department. For greater certainty, and by way of example, Essentially Similar Jobs exist in respect of jobs classifications in the Same Wage Classification where:

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- (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 Q).

'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 in the restructured department, exclusive of shift premium and overtime. The Redeployment Committee shall have the power to extend the \$2,000 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 A. This process is to be developed within thirty (30) days of the date of signing of the Memorandum of Settlement).

ARTICLE S - HOURS OF WORK

- S.2 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- S.7 Rest and Lunch Periods
 - S.7.1 Employees will be entitled to lunch and rest periods based on hours worked per day as follows. If an Employee works:
 - S.7.1.1 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
 - S.7.1.2 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.
 - S.7.1.3 five and a half (5½) hours per day or more - two paid fifteen (15) minute rest periods and one unpaid lunch period of not less than thirty (30) minutes and not more than sixty (60) minutes.

ARTICLE T - WAGES

- T.1 The Employer will continue the current predecessor Board practices until there is a single EIS/Payroll system, and it is administratively feasible, at which time 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.
- T.1.1 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.
- T.2 Wages shall be paid in accordance with the schedule of wages shown in Appendix A.
- T.4 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.
- T.4.1 Such adjustment will be for the entire period the Employee was actively at work in the position in the higher wage classification.

ARTICLE V — OVERTIME

- V.1 Overtime for an Employee who works full-time in a position that has a standard work day shall be paid:
- V.1.1 at a rate of one and one-half times the regular rate of pay for work authorized to be performed:
- V.1.1.1 in excess of the maximum daily hours for the Employee's job classification; and/or
- V.1.1.2 on Saturday
- V.1.2 at a rate of double time the regular rate of pay for all work authorized to be performed on:
- V.1.2.1 Sunday and/or
- V.1.2.2 holidays as defined in Article X, in addition to the regular holiday pay.
- V.2 Overtime for an Employee who works part-time in a position that has a standard work day shall be paid:

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- V.2.1 at the regular rate of pay for additional authorized hours up to the maximum of the standard work day for a full-time position
- V.2.2 at the appropriate rate set out in V.1 for:
- V.2.2.1 any hours of authorized overtime in excess of the maximum daily hours for the Employee's job classification and
- V.2.2.2 for all work performed on a Saturday or Sunday
- V.5 Overtime assignments will be distributed as equitably as possible among the Employees who normally perform the work at the work location and/or department.
- V.6 Notwithstanding clauses V.1 to V.2.2.2. inclusive, Employees who work in a job classification for which there is not a standard work day shall be paid:
- V.6.1 at the regular rate of pay for additional authorized hours up to 7 hours per day
- V.6.2 at a rate of one and one-half times the regular rate of pay for work authorized to be performed:
- V.6.2.1 in excess of 7 hours per day ; and/or
- V.6.2.2 on Saturday
- V.6.3 at a rate of double time the regular rate of pay for all work authorized to be performed on:
- V.6.3.1 Sunday and/or
- V.6.3.2 holidays as defined in Article X, in addition to the regular holiday pay.
- V.3 **Lieu Time**
- V.3.1 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.
- V.3.4 Despite the above provisions, Employees who are required to accompany classes on overnight visits shall receive four (4) hours' pay at their regular rate of pay for each night of the overnight visit. Such hours shall not be counted towards eligibility for overtime.
- V.4 Notwithstanding V.1, V.2 and V.3, 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.

ARTICLE W – VACATION

- W.3.1 Employees taking their vacation prior to June 30th in any year shall only be

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- entitled to that portion of their vacation entitlement which they have earned since the preceding July 1st.
- W.4.2 one (1) year of continuous service completed as of June 30th - fifteen (15) days;
- W.5.2 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.
- W.8 Employees who leave the service of the Employer at any time in their vacation year before they have had their vacation, shall be entitled to a proportionate payment of wages in lieu of such vacation entitlement. The estate of a deceased Employee shall be credited with the value of any unused vacation.
- W.9 Should a holiday as defined in Article X fall or be observed during an Employee's vacation period, the day shall be considered a paid holiday not a vacation day.

ARTICLE Y - BENEFITS

- Y.4 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.
- Y.6.1.2 The Employee shall pay the remainder of the premium cost.
- Y.7 Provision for Retired Employees
- Y.7.1 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.
- Y.7.1.1 The retired Employee shall pay the full cost of the benefits premiums.
- Y.8 Semi-Private Hospital Plan
- Y.9 Extended Health Care Plan
- Y.9.2 Subject to the above deductible, the plan also includes:
- Y.10 Dental Care Plan
- Y.10.2.2 An optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:

Y.11 Group Life Insurance Plan

ARTICLE CC - SAFETY FOOTWEAR

CC.1 All Employees who are actively at work and who are required to wear safety footwear, as determined by the Employer, shall be provided such footwear by the Employer not sooner than every one (1) year, or as determined necessary by the Employer.

ARTICLE DD – FIRST AID KITS

DD.1 First aid kits shall be supplied by the Employer in all Board vehicles and in all work sites, and properly maintained.

APPENDIX C
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 adoption 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) the Employee shall sign an agreement with the Employer indicating:
 - (i) that the Employee will return to work (prior to submitting any resignation) and remain in the service of the Employer (in accordance with the terms of the Collective Agreement to which this plan is part) after returning from the Employee's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Employer under this Agreement); and
 - (ii) that should the Employee not comply with (i) above the Employee shall reimburse the Employer any monies paid to the Employee under this SEB plan.
3. An Employee must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
4. An Employee who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Employee is serving the two-week waiting period. A SEB payment shall be made only when it has been verified that the Employee has applied for and is in receipt of E.I. benefits.
5. An Employee shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this plan.
6. The benefit levels paid under this plan are set out in 7. and 8. below. It is understood that consistent with current employment insurance regulations:
 - (a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Employee shall not exceed 95% of the Employee's normal weekly earnings, and
 - (b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this plan.
7. For the two week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Employee's weekly

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

APPENDIX E
SELF-FUNDED LEAVE PLAN

1. This Plan shall be open to all Employees on Seniority List A.
2. An Employee who wishes to participate in the Plan shall make application by February 28 for a Plan commencing the following September 1 and ending August 31 or by June 30 for a Plan commencing the following January 1 and ending December 31, whichever is appropriate.
 - (a) Notwithstanding 2 above, school based Employees shall only be permitted their leave to commencing September 1 and ending August 31.
3. The Employer may accept or reject an Employee's application for the Leave plan.
4. A maximum of seventy-five (75) Employees may receive approval for the Self-Funded Leave for any year in accordance with established selection guidelines.
5.
 - (a) A committee comprised of up to three (3) Employer and up to three (3) Employee representatives shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
 - (b) In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
 - I) Seniority
 - II) Job Function
 - III) Previously taken leaves of absence (excluding Pregnancy/Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1 or January 1, subject to 2 (a) above.
8. An Employee who withdraws from participation in the Plan, once commenced, for reasons other than illness or personal family emergency, shall not be entitled to participate in the Plan during the balance of the Employee's employment with the Employer while covered by this Collective Agreement.
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

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- (c) If applicable, to continue the Employer's contribution to the OMERS Pension Plan based on 100% of the total salary. Total salary is defined as grid salary plus allowances excluding expense or travel allowance.
12. In the one year of the leave period, the Employer will pay:
- (a) to the employee eighty percent (80%) of the total salary to which the employee would otherwise be entitled if the employee were not on the leave of absence;
 - (b) one hundred percent (100%) of the cost of the Board's share of the insured employee benefits to which the employee would otherwise be entitled if the employee were not on the leave of absence: and
 - (c) its contribution to the O.M.E.R.S. Pension Plan for O.M.E.R.S. contributions based on one hundred percent (100%) of the total salary.
13. In consideration of salary and the share of insured employee benefits which will be paid by the Employer during the leave period, as set out in paragraph 12 above, the Employee agrees to the reduced salary which will be paid by the Employer during the work period, as set out in paragraph 11 above.
14. Payments to the Employee during the leave period shall become due and be paid on the Employer's regular payroll dates.
15. The Employer shall make:
- (a) the appropriate payroll deductions from the eighty percent (80%) payable to the Employee for the balance of the cost of the insured employee benefits and shall make deductions for income tax purposes and other purposes as are required by law;
 - (b) the appropriate payroll deductions for the OMERS Pension Plan based on 100% of the total salary; and
 - (c) other deductions consistent with those made for other Employees who are not on leave if requested to do so by the Employee.
16. The Employer, for operational reasons, may request that an Employee defer the period of leave for one year. An Employee, for personal reasons, may elect to defer the period of leave for one year. The Employer's request or the Employee's election shall be made not later than five months prior to the starting date of the period of leave. If the leave period is postponed from the fifth school year to a sixth year, payment of salary and employee benefits in the fifth year shall be made on the same basis as if the Employee were on the leave of absence but, in the sixth year where the Employee is on the leave of absence, the Employer shall pay:
- (a) to the Employee one hundred percent (100%) of the salary to which the Employee would otherwise be entitled if the Employee were not on the leave of absence; 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.

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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.
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,
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.
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.
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.
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 remain in the employment of the Employer for one full year following the year of leave.

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 (I-A-K)(Scarborough)
28. Personnel Records and Systems Advisor (1 A-K) (Scarborough)
29. Personnel Officer – Employment and Staffing (II-5) (Scarborough)
30. Personnel Assistant (II-5) (Scarborough)
31. Supervisor Resource Manager (II-6) (Scarborough)
32. Administrative Assistant-Continuing Education (II-5) (Scarborough)
33. Benefits Officer (I/1 1) (York)
34. Personnel Assistant (I/1 2) (York)
35. Finance Officer (York)
36. Personnel Officer (II-3) (East York)
37. Benefits Officer (II-3) (East York)
38. Benefits Administrator (II-5) (East York)
39. Staffing Manager- Maintenance (II-4) (Toronto)
40. Off ice and Staffing Manager – Plant Operations (II-4) (Toronto)
41. Personnel Assistant – Benefits (II-3) (Toronto)
42. Personnel Assistant-Salary (II-2) (Toronto)
43. Personnel Assistant – Pension (I-I 2) (Toronto)
44. Senior Personnel Assistant (II-4) (Toronto)
45. Personnel Assistant W.S.I.B. (II-3) (Toronto)
46. Personnel Assistant – Occasional Staffing (II-2) (Toronto)
47. Personnel Assistant – Establishment (II-2) (Toronto)
48. Job and Establishment Analyst (II-6) (Toronto)

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49. Co-ordinator-Employment Equity (II-4) (Toronto)
50. Personnel Assistant-Teaching Staffing (II-3) (Toronto)
51. Personnel Assistant- Non-tenured Staffing (II-4) (Toronto)
52. Benefits Administrator (II-4) (Etobicoke)
53. Human Resources Services Administrator (II-4) (Etobicoke)
54. Human Resource Services Assistant (I-8) (Etobicoke)
55. Human Resource Services Assistant (I-9) (Etobicoke)
56. Human Resource Services Assistant (I-10) (Etobicoke)
57. Human Resource Services Assistant (II-2) (Etobicoke)
58. Personnel Assistant Employee Relations (II-3) (North York)
59. Personnel Assistant EIS (II/2) (North York)
60. Secretary to Job and Establishment Analyst (Toronto)
61. Financial Systems Officer (II-5) (Scarborough)
62. General Accountant (II-5) (Scarborough)
63. Budget Officer (II-6) (East York)
64. Secretary – Employee Relations (I/9) (MTSB)
65. Assistant Employee Relations Officer (II/4) (Toronto)
66. Employee Relations Clerk (I/1 0) Toronto)
67. Secretary to Chief Negotiator (I/1 1) (York)
68. Secretary to Superintendent Support Staff (I/1 1) (York)
69. Clerk – Labour Relations (I/9) (North York)
70. Analyst – Employee Relations (II-6) (MTSB)
71. Employee Benefits Officer -Analyst (II/4) (MTSB)
72. Budget Administrator (II-5) (Etobicoke)
73. Procedures Analyst (II-6) (Etobicoke)
74. Capital and Operating Funds Officer/Financial Analyst (II-4) (MTSB)
75. Budget Officer (II-4) (North York)
76. Internal Auditor (II-6) (North York)
77. Supervisor of Finance (II-5) (North York)
78. Health and Safety Officers and Assistants
 - Coordinator Occupational Health & Safety Resource Centre SII-6 (MTSB)
 - Project Officer Occupational Health & Safety (MTSB)
 - Occupational Health & Safety Officer SII-5 (EY)
 - Advisor, Occupational Health & Safety (Scar)
 - Occupational Health & Safety Asst (Scar)
 - Assistant Health & Safety Officer (Toronto)
79. Senior Administrative Services Staff
 - Admin. Asst. – School Supt.
 - Admin Asst. -Senior Admin Services
 - Board/Committee Reporter
 - Executive Asst. to the Chair
 - Executive Assistant
80. Administrative Assistant to Senior Manager of Communication (TDSB)
81. Full-time Security Staff
 - Supvr Admin Unit Security SII-6 (NY)
 - Security Officer (Etobicoke)
 - Advisor Plant Security (Scar)
82. Secretary to Superintendent
83. Computer System Support Supervisor (II-5) (Scarb)
84. Payroll Supervisor -Teaching (II-5) (Scarb)
85. Payroll Supervisor – Business and Operations (II-5) (Scarb)
86. Personnel Officer – Staffing (II-5) (Scarb)

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

LETTER OF INTENT
RE: STATEMENT OF SICK LEAVE AND VACATION CREDITS

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

LETTER OF UNDERSTANDING
RE: HEALTH AND SAFETY

The Employer recognizes its obligations under the Occupational Health and Safety Act, RSO 1990, c.01, as amended from time to time. A Joint Health and Safety Committee will be established in accordance with the Act, which shall include representatives from the Union.

LETTER OF UNDERSTANDING
RE: SUMMER HOURS

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

LETTER OF UNDERSTANDING
RE: 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.

LETTER OF UNDERSTANDING
RE: PAY EQUITY/JOB RECLASSIFICATION

The parties shall establish a Joint Pay Equity Committee composed of ten (10) Employer and ten (10) Union representatives to review the existing pay equity plans applicable to Employees in Unit C and the gender neutral comparison system(s) on which such plans are based to determine the changes, if any, required to develop a single pay equity plan applicable to the Unit C bargaining unit. In conducting such review and in the development of a new pay equity plan the parties shall comply with the requirements of the Pay Equity Act in developing a new pay equity plan because of the amalgamation of the predecessor boards into the TDSB.

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The Joint Committee shall also review any changes necessary for the maintenance of the pay equity plan. It is understood that pay equity maintenance shall include the review of new or significantly changed job classifications.

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.

Failing resolution through the Joint Committee, outstanding disputes shall be referred to _____ who shall act as a single arbitrator. For the purposes of this provision, the arbitrator shall be governed by Section 48 of the OLRA.

Schedule B – HARMONIZATION PROCESS

The parties agree that certain benefits and working conditions of the bargaining unit as described herein must be standardized or harmonized. To effect this purpose, the parties agree to the following process to resolve and determine all issues remaining in dispute.

- (a) Disputes concerning the standardization or harmonization of the working conditions and benefits described in clause (m) set out below shall be referred to a Joint Committee of up to 10 representatives each from the Employer and the Bargaining Unit for discussion and resolution by June 30, 1999 for implementation no later than 11:59 p.m. on August 31, 2000. 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.
- (b) Any resolved working condition shall be evidenced by a statement in writing of the agreement signed by the designated representatives of the Employer and the Bargaining Unit. Positions taken at the Committee by the Employer or the Bargaining Unit (or their representative) are without prejudice and shall not be disclosed by the opposite party in any way whatsoever to the Board of Arbitration appointed to resolve such dispute,
- (c) The parties shall appoint * who shall act as a facilitator as described below and as the Chair of the Board of Arbitration set out in paragraph (g). The parties agree to share the costs of the facilitator/chair. The facilitator or such other individual as the parties may agree, may, at the joint request of the parties, act as a mediator to assist the parties to resolve any issue in dispute.
- (d) The committee may identify, by way of survey or otherwise, the core duties and responsibilities of employees and shall be provided with information reasonably necessary to accomplish the purpose of standardization or harmonization such as the length of their workday, work week and work year.
- (e) If the parties cannot agree on a method of proceeding, the facilitator shall meet with the parties as soon as possible and shall make whatever process determinations as may be necessary to enable the Harmonization Committee to continue its work.
- (f) The redeployment process set out in the Collective Agreement of the agreement at both the school-based and ~~non-school-based~~ level will, where possible, proceed after the harmonization process. In the event that staff are redeployed before the harmonization process is complete, salary and working conditions that are improved will be applied retroactively to the extent it is administratively possible.
- (g) If the parties have not reached an agreement on any or all of the issues set out herein by June 30, 1999 or such later date as the parties may mutually agree in writing, either the Union or the Employer may refer all outstanding issues to a Board of Arbitration for a final and binding determination composed of one person nominated by Local 4400 CUPE, one person nominated by the Employer with the Facilitator as Chair.
- (h) Both parties will name their nominee to the board of arbitration within ten (10) calendar days of the referral, or such later date as the parties may agree in writing. The parties will cooperate to ensure that the hearing will be held as soon as possible.

- (i) The powers of the arbitration board and all other matters in relation to the arbitration shall be governed by s.48 OLRA. The Chair will determine the date for the exchange of briefs and documentation, The Board will have the jurisdiction to determine the appropriate criteria to be applied in rendering a decision.
- (j) The decision of the Board of Arbitration shall be rendered no later than January 31, 2000, or such later dates as the parties may agree in writing. The Board of Arbitration decision will be final and binding upon the parties and shall be implemented no later than August 31, 2000 at 11:59 pm.
- (k) The Board of Arbitration shall remain seized of any difficulties encountered in implementing its decision and shall also have jurisdiction to decide issues related to the implementation of any agreement reached by the parties.
- (l) By July 15, 1999 or such later date as the parties may agree in writing the parties shall exchange in writing:
 - (i) the issues which each party is referring to arbitration
 - (ii) their position on each issue which that party is submitting to arbitration; and, by August 15, 1999 (or such later date as the parties may agree in writing)
 - (iii) their position on each issue which the other party has submitted to arbitration.
- (m) The harmonization issues to be dealt with by the Joint Committee, having regard to the predecessor Unit C collective agreements and the terms and conditions of employment applying to classifications within the Unit C bargaining unit, are
 - (i) what will be the wage rate(s) of existing classifications;
 - (ii) what will be the hours of work for similar existing job classifications;
 - (iii) what will be the prescribed work year for such classifications;
 - (iv) what will be the eligibility criteria and level (exclusive of negotiated changes) for coverage of existing insured benefits;
 - (v) to which Employees or groups of Employees will the Sick Leave Credit and Gratuity Plan apply;
 - (vi) what will be the eligibility criteria and entitlement for Earned Vacation;
 - (vii) what will be the eligibility criteria and the Designated Paid Holidays for persons employed for a full year and less than a full year.

*The parties will have 30 days from the date of ratification to agree on the Chair of the Board of Arbitration. If the parties fail to agree, the appointment shall be made by Kevin Burkett.

PRINCIPLES FOR HARMONIZATION

1. All information, including financial information, necessary for the Harmonization Committee to review and discuss the harmonization of hourly wage rates will be provided by the Employer in full and on a timely basis. The facilitator will have the jurisdiction to order the production of any such information.
2. The effective date for the implementation of the harmonization is to be determined by the Board of Arbitration. Current salary rates, exclusive of any economic adjustments and all other working conditions to be harmonized, will be frozen until that date.
3. If the Harmonization process has been completed, and new salary rates have not been implemented, for the purposes of restructuring and determining status, the hourly wage rate will be deemed to be the harmonized rate whether or not the affected Employee is being paid at that rate.

Schedule "C" – DISPUTE RESOLUTION PROCESS

The parties agree that the outstanding issues which have not been resolved through negotiations and which are set out in List 1 and List 2 to this schedule must be resolved through arbitration. To effect this purpose, the parties agree to the following process to resolve and determine all issues remaining in dispute.

- (a) The status quo will remain in respect of the application of the items set out in List 1 and List 2 until those matters are resolved through the arbitration process set out herein,
- (b) The parties shall appoint _____* who shall act as Chair of the Board of Arbitration, The parties agree to share the cost of the Chair.
- (c) Both parties will name their nominee to the Board of Arbitration within ten (10) calendar days of this agreement, or such later date as the parties may agree in writing. The parties will cooperate to ensure that the hearing will be held as soon as possible. The schedule of the hearing shall be determined in such a manner as to ensure that the items in List 1 can be heard and determined prior to July 1, 1999 and the items in List 2 can be heard and determined prior to June 1, 2000 or such later dates as the parties may agree in writing.
- (d) By April 15, 1999 in respect of the items in List 1 and by January 31, 2000 in respect of the items in List 2, or such other dates as the parties may agree in writing or the arbitrator may order, the parties shall exchange in writing:
 - i) the issues which each party is referring to arbitration (which shall not expand beyond Lists 1 and 2); and
 - ii) their position on each issue.
- (e) The powers of the Arbitration Board and all other matters in relation to the arbitration shall be governed by s.48 of the OLRA. The Board will have the jurisdiction to determine the appropriate criteria to be applied in rendering a decision.
- (f) The decision of the Board of Arbitration will be final and binding upon the parties and shall be implemented no later than August 31, 1999 in respect of any matter in List 1, and August 31, 2000 in respect of items in List 2.
- (g) The Board of Arbitration shall remain seized of any difficulties encountered in implementing its decision and shall also have jurisdiction to decide issues related to the implementation of any agreement reached by the parties.
- (h) Positions taken in negotiations by the Employer or the Union are without prejudice and shall not be disclosed by the opposite party in any way whatsoever to the Board of Arbitration appointed to resolve such dispute.
- (i) The above procedure does not preclude the parties from continuing to negotiate the issues pending arbitration.

*The parties will have 30 days from the date of ratification to agree on the Chair of the Board of Arbitration. If the parties fail to agree, the appointment shall be made by Kevin Burkett.

LIST 1 - August 31, 1999:

1. Representation
2. Maximum number of days employees are required to fill in for temporary absence (Unit D)
3. Vacation scheduling (Units C and D)
4. Union Leave
5. EI Rebate (Units B, C and D)
6. Uniforms (Units C and D)
7. Footwear (Unit D)
8. Medication – Unit C
9. SEB Plan-Unit B

LIST 2 -August 31, 2000:

1. Continuity of Program (Unit B)
2. List of new hires (Units C and D)
3. Shift premium (Units C and D)
4. Lieu time (Units C and D)
5. Travel Allowance (Units B, C and D)
6. Electronic Mail Correspondence (Unit C)
7. Work outside Regular Hours of Work (Units C and D)
8. Planning and Reporting (time) (Unit C)
9. Vacation Credit (from other Board, municipality) (Units C and D)
10. Illness, Accidents and Leaves during Vacation (Units C and D)
11. Rate of Pay on Promotion/Reclassification (Units C and D)
12. Professional Fees and Licenses (Unit C)
13. Special Needs Allowance (EA's) (Unit C)
14. Technological and Other Changes (Units C and D)
15. Temporary reclassifications (Unit D)
16. Education allowance (Unit C and D)
17. Special allowance (tool allowance only) (Unit D)
18. Responsibility allowance (Unit D)
19. T2200 (Unit B)
20. Locations for Postings (Unit B)
21. Letter of Intent - **Mentoring** and Coaching Opportunities (Unit B)
22. Letter of Intent - Staff Suggestions for Potential Cost Savings (Units B and C)
23. Professional Activity Days (IMI) (Unit B)
24. Banking Vacation Credits (Units C and D)
25. Continuation of Benefits on Layoff (Unit C)
26. Accommodation During Pregnancy (Unit C)
27. All Employer's outstanding vacation clauses not going to harmonization (Unit C)
28. Equipment and Supplies (Unit D)
29. Pay on Promotion (R.12) (Unit C)

30. Transfer Process –R.4 to R.5.4 (Unit C)
31. Summer Hours (Unit D)
32. Letter of Understanding Re: Materials, Equipment, Etc. (Unit D)
33. Letter of Understanding Re: Accommodation (Unit B and C)
34. Regular Hours (Unit B)
35. Infant Care Leave (Unit B)
36. Replacement Staff (Unit D)
37. Present Conditions to Continue

Schedule "D" - BACK TO WORK PROTOCOL

1. The parties have agreed to an orderly process for the return to work of employees, as set out below.
2. Effective Monday, March 15 all employees will return to work at the their normal starting time, unless they are on a previously approved or deemed approved vacation or leave. In the event an employee cannot report for work, the employee shall advise the employer in accordance with the usual practice.
3. No employee shall be disciplined for any action taken in connection with the strike or during the strike period. Notwithstanding the foregoing, the employer reserves the right to discipline any employee who is convicted of a criminal offence for activity in relation to the strike.
4. All approved leaves in progress at the commencement of the strike will be continued as if no strike had occurred. To the extent that the leave was with pay, the employee shall be reimbursed for the strike period.
5. All leaves or vacations approved or deemed approved prior to the strike will be honoured and will begin on the previously agreed to commencement date.
6. All leaves or vacations applied for prior to February 11, 1999 will be processed without any need to re-apply, and will be processed in accordance with the provisions of the collective agreement.
7. Probationary periods will be deemed not to have been interrupted by the strike and the strike period shall be included in calculating the probationary period.
8. All grievances filed prior to the commencement of the strike will be continued and the time limits for processing the grievances will be extended by the duration of the strike period.
9. The time limits for filing a grievance which arose prior to February 27, 1999, will be extended by the strike period.
10. All other deadlines contained in the collective agreement or in Board policy will be extended for the length of the strike period.
11. Employees will accumulate service and seniority for pension purposes and for all purposes under the collective agreement for the strike period. Without restricting the generality of the foregoing, all hours missed during the strike will be included for the purpose of sick leave and benefit entitlement.
12. The union and the employer shall meet to agree upon a fair and equitable repayment mechanism for bargaining unit employees who were paid during the strike period. The employer agrees that the repayment shall be made over 10 weeks in equal installments.

13. The employer agrees that to the extent permitted by law, the period of absence during the strike will be treated as a leave of absence with pay for employment insurance purposes and that any lump sum payment payable under the agreement shall be attributed to the leave of absence.
14. In Unit “B” no classes shall close for a period of one month subsequent to the strike.
15. There shall be no reprisals, discipline or harassment by the Board or the union against any employee of the Board, whether or not in the bargaining unit, or any student, volunteer or parent, as a result of any action taken in connection with the strike.
16. With respect to employees paid on a monthly basis, the employer will make every effort to process pay cheques in respect of the pay period preceding the strike as expeditiously as possible.
17. It is agreed that, pending ratification of the Memorandum of Settlement, the terms and conditions of employment of Employees shall be those set out in the Memorandum of Settlement.
18. In the event of errors or omission, the Memorandum of Settlement may be referred to Kevin. M. Burkett to be rectified.

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