

Memorandum of Settlement

Between

Toronto District School Board

And

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

*Dated March **13, 1999***

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Memorandum of Settlement

Between:

Local 4400, Canadian Union of Public Employees (Unit D) (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 to 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.

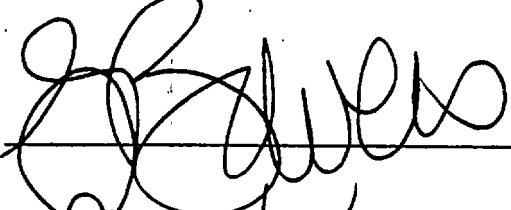
The parties shall establish a Joint Committee comprised of up to five (5) Employees and five (5) Employer representatives to identify alternatives to contracting out work that could be performed by members of the Bargaining Unit but which is not subject to work jurisdiction of another bargaining unit.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

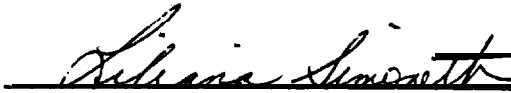
- (e) No employee shall experience a reduction in wages, benefits or working conditions or any of the other items referred to the Harmonization Process paid or in effect as at the date of execution of this Memorandum of Settlement during the term of the collective agreement and so long as the terms and 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.
 - (g) The North York school cleaning contracts shall be terminated on or before August 31, 2000 and the work undertaken pursuant to those contracts returned to employees in the bargaining unit.
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 in job classifications in Appendix B-1 of the Collective Agreement 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.
 10. In the event of errors or omission, the Memorandum of Settlement may be referred to Kevin. M. Burkett to be rectified.

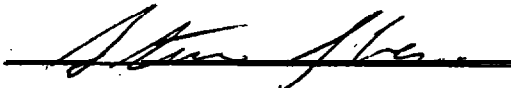
Dated this 13th day of March 1999.

The Toronto District School Board


Chris H. Keester


Tom Chantou


Selina Smith


Steve Steen


Jay Byer

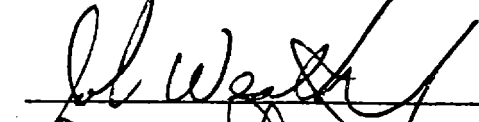
GABE STEFANESCU

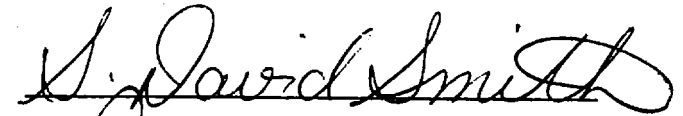
Fred Doyle

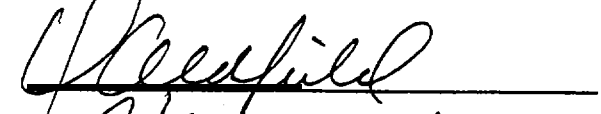
T. H. EICHHORN

Wes Jones

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


John W. Smith


David Smith


Clifford


Alvin Mennig


Kathy Johnson

SCHEDULE "A"
Agreed to Items
Between
The Employer
and
Local 4400 CUPE
Unit D

as at
March 13, 1999

ARTICLE A - PURPOSE

- A.1 It is the purpose of this Agreement:
- A.1.1 to establish and maintain mutually satisfactory relations between the Employer and the Union;
- 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 its Employees;

ARTICLE B - UNION SECURITY

- B.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.
- B.1.1 The amounts so deducted shall be forwarded to such official of the Union as may be designated in writing by the Union not later than the fifteenth (15th) day of the month following the month in which the deduction was made and shall be accompanied by a list of Employees from whose wages deductions have been made.
- B.2 The Union shall indemnify and save the Employer harmless from any claims, suits, attachments, and any forms of liability as a result of such deductions authorized by the Union.
- B.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.
- B.3.1 Notwithstanding anything contained in Clause B.3 hereof, the Employer shall not be required to discharge any Employee to whom membership in the Union has been denied or terminated.
- B.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.

B.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.

B.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 C - MANAGEMENT RIGHTS

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

ARTICLE 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 an interview with 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.

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, subject to ratification by membership prior to implementing.

ARTICLE G – RECOGNITION

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

ARTICLE 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 workplace during the hours of employment or on any premises of the Employer, 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 Union.
- H.9 The Employer shall provide one (1) copy of newly approved Board policies to the Union.
- H.10 The Employer shall provide one (1) copy of the Board's public session Agendas and public session Minutes to the Union.
- H.11 Upon written request by the Union, the Employer will provide a copy of the insured Employee Benefit Plan.

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 ten (10) Employer representatives and up to ten (10) 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.2 Negotiations Committee
- I.2.1 At all negotiations meetings with the Employer representatives for a renewal of this Agreement, the Union may be represented by a negotiations committee composed of fifteen (15) 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.2.2 Upon seventy-two (72) hours notice to the Employer, each of the Union's fifteen (15) Negotiating -Committee's members will be allowed five (5) days absence from work during the term of this Agreement to prepare for negotiations and will be paid by the Employer for their normal working hours at their regular rate of pay. Additional leaves of absence, without pay, for the Negotiating Committee to prepare for negotiations may be granted by the Employer. Approval will not be unreasonably withheld.
- 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 Employee or group of Employees shall undertake to represent the Union at meetings with the Employer without proper written authorization of the Union. At such meetings an elected or **appointed** representative shall be the spokesperson.

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 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 Leave

- 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.1.2 Upon written request, the Employer shall allow a leave of absence without pay or benefits and without loss of seniority so that the Employee may run as a candidate in federal, provincial or municipal elections.

- K.1.3 An Employee who is elected to public office shall be allowed a leave of absence without pay or benefits and without loss of seniority during the term of office.

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.
- 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.
- 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 was 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.
- K.4.2 Seniority will continue to accrue during Pregnancy and/or parental leave.
- K.4.3 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 C&e 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 at 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.

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 Resources staff at a time, during normal business hours, that is mutually arranged between the Human Resources 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 **keep** the Board informed of the Employee's current address and telephone number.
- 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.
- 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 disciplinary notation shall not be the basis for further disciplinary action and 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.1.2 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 and shall be 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.4 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.5 The Employer will make available to interested Employees, the opportunity to attend subject to operational requirements, a properly accredited standard first aid and/or cardiopulmonary resuscitation (CPR) course. No fees shall be charged to Employees for these courses.

ARTICLE N – DEFINITIONS (UNIT D)

- N.1 "Employer" means the Toronto District School Board.
- N.2 "union" means the Local 4400, Canadian Union of Public Employees (D).
- N.3 "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.
- N.4 "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.5 "Part-time Employee" means an Employee in a job classification identified in Appendix B-2.
- N.6 "Temporary Employee" means an Employee employed on an intermittent or seasonal basis.
- N.7 "Student" is an Employee enrolled full-time in a secondary or post-secondary school.
- N.8 A paid running lunch is defined as a period of time intended for lunch purposes not exceeding thirty (30) minutes in total during which time the Employee is available for service purposes.

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.
- 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 binding but, if no majority decision is given, the decision of the Chairperson shall be final and binding.
- O.5.1.a 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.
- 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 -SENIORITY PROVISIONS

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

The Union shall advise the Employer in writing of any objections to the initial lists within forty-five (45) days of receipt of the Lists. The parties shall meet within ten (10) days to discuss any dispute with respect to any Employee's seniority standing or any of the information contained on the Seniority Lists. In the event the parties are unable to resolve such matter, the Employee or the Union may file a grievance with respect to that matter within ten (10) working days of the conclusion of the meetings referred to herein.

Any Employee for whom no written objection is raised shall have their seniority date confirmed as stated on the first Seniority Lists. The Employee may raise an objection to his/her placement on the Seniority Lists any time prior to the completion of the second seniority list and such objection will be addressed either at that time or in accordance with clause P.5. However, the Employee will not be entitled to rely on such objection for the alteration to the Seniority Lists during the period prior to the conclusion of the second seniority lists.]

- P.1 Seniority shall be the date on which an Employee was last hired to a period of continuous service with the Board and/or predecessor boards into a position which falls within the bargaining unit.
- P.2 For the purposes of paragraph P.1, continuous service shall be deemed to be continuous where service was broken because:
- P.2.1 the temporary work to which the Employee had been assigned ceases during the school year and resumes the same school year;
- P.2.2 the Employee was not actively at work during regular school vacation periods: or
- P.2.3 the Employee has, after June 5, 1998, left his/her position for another position within a CUPE bargaining unit with the Employer but returns to the bargaining unit prior to the end of a four year period;
- P.3 Any new Employee will have no seniority rights during the probationary period of employment. After successful completion of the probationary period, an Employee's

seniority will date back to the day on which the Employee's continuous service began.

P.4 Seniority lists will be revised as of the first business day every January and **July** and a copy of the lists will be given to the Union in written and electronic form forthwith and no later than January 31 and July 31. A copy of such lists will be made available for review in written or electronic form at each work location,

P.4.1 The Board shall maintain three separate seniority lists as follows:

P.4.1.1 List A shall include all permanent Employees who hold positions which are regularly scheduled for a period of greater than 30 hours per week and twenty-five (25) hour matrons;

P.4.1.2 List B shall include all permanent Employees who hold positions which are regularly scheduled for a period of 30 hours or less per week and all temporary and seasonal Employees.

NOTE: Notwithstanding the above, temporary, occasional and seasonal Employees will continue to receive their current level of hours of work and benefits they are currently enrolled in pending harmonization.

P.4.1.3 List C shall include students employed during the school vacation period.

P.4.2 An Employee transferring from List B to List A after the date of ratification shall not be entitled to rely on seniority accumulated as a List B Employee for the purposes of Layoff, Recall or Job Posting and Promotion process.

P.4.2.1 An Employee transferring from List C to List A or B after the date of ratification shall not be entitled to rely on seniority accumulated as a List C Employee for the purposes of Layoff, Recall or Job Posting and Promotion process.

P.4.3 Seniority lists shall contain the Employee's name, seniority date, job classification, coded work location (once such has been established), scheduled hours of work per week and status (active or inactive) and work year. Seniority lists provided to the Union shall include the Employee's work location.

P.5 The parties shall meet within thirty (30) calendar days to discuss any disputes with respect to any Employee's seniority standing or any of the other information contained in the seniority list. The Employee shall have thirty (30) calendar days to raise an objection to their seniority date. Any Employee for whom no objection is raised shall have their seniority date confirmed as stated. In the event that the parties are unable to resolve such matter, the Employee or the Union may file a grievance in respect of that matter within ten (10) working days of the conclusion of the meetings referred to herein.

P.6 Unless otherwise provided in this agreement, seniority shall terminate and termination of employment shall be confirmed when an Employee:

P.6.1 quits for any reason:

- P.6.2 is discharged and is not reinstated through the grievance or arbitration procedure, or otherwise:
- P.6.3 has been absent from work without permission for more than five (5) consecutive working days without a reasonable excuse:
- P.6.4 has been laid off and subsequently notified by registered mail of recall to work and fails to return to work on the date of recall unless:
- P.6.4.1 the Employee notifies the designated representative of the Board within five (5) days of the scheduled date of recall that he/she is intending to return to work; and
- P.6.4.2 the Employee is unable to report to work because of legitimate illness and furnishes evidence of such illness or because of other reasonable cause;
- P.6.5 has been on lay-off for a period of twenty-four (24) consecutive months; and
- P.6.6 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 (UNIT D)

These provisions shall only apply to Employees on Seniority List A (except as noted in Q.5.7).

Q.1 General Guidelines

[Transitional Procedures: During the Transition Period (defined in Appendix A), the obligation in Q.1.1 above, will be postponed until not less than thirty (30) days prior to the District-Wide Date (defined in Appendix A) when an Employee who has not been administratively transferred under clause Q.3.1 can exercise rights in accordance with clauses Q.3, Q.4 and Q.5.]

- 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.
- Q.1.2 All transfer, bumping or recall procedures will be made in accordance with seniority, subject to the Employee's ability to perform the normal requirements of the job, except where certification and/or licensing is required.
- Q.1.3 Wherever practicable, the number of changes and disruptions 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 shall have no 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/
- 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 No Employee on Seniority List A who has completed the probationary period, shall be laid off while a probationary Employee, temporary Employee., part-time Employee, or student is employed in a position which the Employee on Seniority List A has the requisite ability to perform the normal requirements of the job. The probationary, temporary, part-time Employee or student shall be laid off first.
- 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 in the reverse order of their seniority within their job classification.

Q.2.2 In the event of other reductions such as a site/location reduction in staff, the Employees in the affected sites or locations will be identified within their job classification in order of seniority and equivalent number of the most junior staff in the same job classifications throughout the Board shall be declared surplus

Q.3 Posting and Transfers

Q.3.1 Any vacancy resulting from a declaration of surplus as in Q.2 or otherwise existing shall be posted and filled in accordance with the provisions of article R of this Agreement.

Q.3.1.2 An Employee on Seniority List A who has completed his/her probationary period who is declared surplus and is transferred to a temporary vacancy will be subsequently transferred to the first available vacancy in the same wage classification and same status.

[Transition Period: **(1)** During the Transition Period, an Employee will be declared surplus as set out in the Transitional Note to clause Q.1.1. **(2)** Employees declared surplus will be transferred pursuant to Q.3.1. Those surplus Employees not so transferred will be placed in a temporary assignment and will not exercise further rights until the District-Wide Date (referred to in Appendix A) at which time such Employees will follow the procedures set out in this Article Q, commencing at Q.3.2, then Q.3.4, Q.4 and Q.5.]

Q.3.2 If there is no available vacancy pursuant to Q.3.1, and prior to exercising rights under Q.4, the surplus Employee may opt to transfer to any available vacancy at the same wage classification or a lower wage classification, which results in a lower annual rate of earnings (exclusive of overtime).

Q.3.3 An Employee who was placed in a vacancy shall be permitted a twenty (20) working days familiarization period.

Q.3.3.1 An Employee who is unable to perform the normal requirements of the job during the familiarization period shall either be entitled to exercise bumping under Q.4, voluntarily choose to fill a vacancy- at a lower classification under Q.3.2, or voluntarily choose layoff under Q.3.4.

Q.3.4 A surplus Employee who has not been placed pursuant to Q.3 has the right within 10 working days of receipt of their surplus notice, to choose layoff rather than exercise any bumping rights. Such choice is without prejudice to the Employee's right of recall.

Q.4 Bumping

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

Q.4.1.4 However, an Employee in the caretaker/matron or matron classification shall be entitled to bump a junior Employee in the caretaker classification in accordance with the provision of article Q.4.1 providing that she has the skill and ability to perform the normal requirements of the job.

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

- Q.4.3 A Seniority List A Employee who has completed the probationary period may bump a temporary Employee, but will not be required to bump a temporary Employee.
- Q.4.4 A temporary Employee shall not bump an Employee on Seniority List A.
- Q.4.5 An Employee who exercises bumping rights shall be permitted a twenty (20) working day familiarization period.
- Q.4.5.1 An Employee who is unable to perform the normal requirements of the job during the familiarization period shall be laid off.
- Q.4.6 An Employee who is unable to bump any other Employee will be given thirty (30) working days notice of layoff unless a statute grants a right more favourable to the Employee.
- Q.5 Recall
- Q.5.1 An Employee on layoff will be recalled in order of seniority to any vacancy, provided it does not result in a higher annual rate of earnings (exclusive of overtime).
- 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.
- Q.5.3.1 Upon accepting recall to a position with a lower annual rate of earnings (exclusive of overtime), an Employee shall waive all rights to a further recall except as provided in Q.1.4.1.
- Q.5.4 An Employee who exercises the right of recall shall be permitted a twenty (20) working day familiarization period.
- Q.5.4.1 An Employee who is unable to perform the normal requirements of the job during the familiarization period shall continue on layoff as if there had been no recall.
- Q.5.5 If an Employee is recalled 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.1.9 shall remain as an Employee without any effect on their seniority standing. If the Employee has not been placed in a non-temporary position at the conclusion of the temporary assignment, the Employee shall return to their position on the recall list or exercise their right to bump as the case may be.
- 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 site/location. An Employee from Seniority List B on layoff will be recalled in order of seniority to an available vacancy within their job classification.
- Q.7 No new Employee shall be hired to fill a vacant position within the bargaining unit until laid off members of the bargaining unit who are qualified have been given the opportunity of recall.
- Q.8 If a school, site or work location is re-opened and staffed by the Employer within one year of its closure date, each employee last occupying positions within the school, site or work location will have the right of first refusal to return to their respective job classification before they are posted and filled in accordance with the provisions of the Agreement.

ARTICLE R – POSTING AND PROMOTION PROCESS (UNIT D)

[Transition Note: During the Transition Period placements will occur as described in the Transition Note after Clause Q.3.1.2; vacancies remaining after the application of the Transition Note will be filled in accordance with the posting provisions of Article R.]

- R.1 Where it is determined that a vacancy exists for job classifications identified in Appendix B-1 it shall be posted in bulletin form at all work locations for at least seven (7) calendar days, except that the Employer may elect not to advertise those vacancies in the same classification immediately resulting from filling a currently advertised position. The copy of the Bulletin shall be forwarded to the Recording Secretary of the Union. Following the posting of a position, the successful applicant will be advised of the appointment within twenty (20) working days from the close of the bulletin. There shall be no postings during the months of July and August except by agreement between the Employer and the Union.
- R.2 All vacant positions as identified above, shall be posted five (5) times a year, in the months of January, March, June, September and November.
- R.2.1 The secondary vacancy process will allow each Employee a limit of fifteen (15) bids for vacancies in the same job classification immediately resulting from filling a currently advertised position, included in the fifteen (15) bids is one regional bid as the last choice.
- R.3 For purposes of lateral transfers within a job classification and within a grouping, first opportunity for appointment shall be afforded to the senior applicant of the bargaining unit provided the applicant has the ability to perform the requirements of the job, except where certification and/or licensing is required. If no satisfactory applicant is available, applicants from other groupings shall be considered.

- R.4 In making promotions the Employer will consider bargaining unit seniority, merit, qualifications, and ability, provided however the Employee must have a minimum of one (1) year current grouping seniority unless there are no satisfactory applicants from within the grouping.
- R.5 Employees who apply for and obtain a transfer shall be considered frozen for a period of one hundred and eighty (180) calendar days, but shall be eligible to apply for advertised vacancies of a higher or lower pay classification. The Employer and the Union may mutually agree to allow the Employee, at the request of the Employee, to be placed on the unassigned staff for the balance of that Employee's frozen period.

ARTICLE S – HOURS OF WORK

- S.1 The work week for full-time Employees (excluding Employees in the job classifications identified in Appendix B-2) shall consist of forty (40) hours, Monday to Friday both inclusive, comprising eight (8) continuous hours per day excluding unpaid lunch breaks for each Employee, to be worked in accordance with the schedule of operations as communicated to Employees. The Employer shall discuss with the Union any significant changes in the schedule of operations before putting such changes into effect.
- [Note: The proposed S.1 is subject to hours of work being referred to the Harmonization Committee for job classifications in Appendix B-1 that are working other than forty (40) hours.]
- S.2 The work week for Employees in classifications identified in Appendix B-2 shall consist of the number of hours of work scheduled by the Employer for each Employee. Such scheduled hours shall not exceed thirty (30) hours per week.
- S.3 The normal hours of work for Chief Caretakers shall be between the hours of 6:00 a.m. and 5:00 p.m. Monday to Friday.
- S.4 There shall be no duplication or pyramiding of hours worked for the purpose of computing overtime or other premium payment.
- S.5 Rest and Lunch Periods
- S.5.1 Employees will be entitled to lunch and rest periods based on hours worked per day as follows. If an Employee works:
- S.5.1.1 a minimum of three (3) hours but not more than four (4) hours per day – one paid fifteen (15) minute rest period.
- S.5.1.2 greater than four (4) hours but not more than five and a half (5½) hours per day - one paid fifteen (15) minute rest period and one (1) unpaid lunch period of not less than thirty (30) minutes.
- S.5.1.3 greater than five and a half (5½) hours per day - two paid fifteen (15) minute rest periods and one unpaid lunch period of not less than thirty (30) minutes.

- S.5.2 The Employer, in accordance with its requirements, will determine the scheduling of start/finish times, lunch, and rest periods subject to the following:
- S.5.2.1 Day Shift: The standard day shift is from 7:00 a.m. to 3:30 p.m. but the starting time may be between 6:00 a.m. and 9:00 a.m.
- S.5.2.2 Afternoon Shift: The standard afternoon shift is from 3:00 p.m. to 11:00 p.m. but the starting time may be between 11:00 a.m. and 4:00 p.m.
- S.5.2.3 Midnight Shift: The standard midnight shift is from 11:00 p.m. to 7:00 a.m. but the starting time may be between 10:00 p.m. and 12:00 a.m.
- S.5.3 Notwithstanding S.5.1.3, Employees working on the afternoon or midnight shifts shall be entitled to a thirty (30) minute paid running lunch and two (2) fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in S.1 and S.2.
- S.5.3.1 The Board also agrees that where Employees are not permitted to leave the premises on the day shift, that day shift shall be an eight (8) hour day shift with a thirty (30) minute paid running lunch and two (2) paid fifteen (15) minute rest periods. Such time worked will be considered part of the standard work hours in S.1.

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 Appendices B-1 and B-2.

ARTICLE V - OVERTIME

- V.1 Overtime for an Employee shall be paid at a rate of:
- V.1.1 one and one-half times the regular rate of pay for all work authorized to be performed:
- V.1.1.1 When the Employer requires an Employee in a job classification in Appendix B-1 to work beyond a work day, or a work week, that Employee shall be paid for such overtime at the rate of one and one-half times the regular rate of pay.

NOTE: Only Employees in Job Classifications in Schedule B-I shall be entitled to overtime.

- V.1.1.2 as scheduled overtime on Saturday.
- V.1.2 double times the regular rate of pay for all work authorized to be performed
- V.1.2.1 all overtime on Sunday
- V.1.2.2 on holidays as defined in Article X, in addition to the regular holiday pay;
- V.1.2.3 on emergency call outs on a Saturday.

NOTE: Operational maintenance Employees, truck drivers and bus drivers in the predecessor Local 134 shall continue to receive double time for overtime hours pending harmonization.

- V.2 An Employee shall receive a minimum of three (3) hours' pay at the overtime rate:
- V.2.1 For work authorized to be performed on a statutory or legal holiday as defined in Article X or on Saturday or Sunday.
- V.2.2 or a call in because of an emergency or surveillance call other than one arising from the Employee's own negligence or from something occurring on the Employee's shift for which the Employee was responsible.
- V.3 Lieu time may be substituted for overtime payment at the employee's request, subject to the following:
- V.3.1 Lieu time shall be taken in the calendar year in which it is earned for twelve (12) month Employees.
- V.4 Overtime assignments shall be distributed as equitably as possible among the Employees who normally perform the work at the location where the overtime is required. The Employer will attempt to advise Employees of required overtime as far in advance as is practical.
- V.5 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.

ARTICLE W - VACATION

- W.6 Employees identified in Job Classifications in Appendix B-2 shall receive four percent (4%) of their regular earnings in lieu of vacation entitlement in accordance with the Employment Standards Act of Ontario.
- W.8 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 X - PAID HOLIDAYS

- X.3.1 and any other day declared or proclaimed as a holiday by the Board, federal, provincial or municipal government, plus:
- X.3.2 In addition, each Employee shall receive one (1) additional paid holiday in lieu of Remembrance Day each calendar year.
- X.3.3 Subject to operational requirements the Employer will endeavour to grant the lieu day preferred by the Employee: preference shall be determined by seniority.
- X.6 An Employee who is required to work on a holiday shall be paid for work so performed at a rate in accordance with the Article V.

ARTICLE Y - BENEFITS

- Y.2 it is the responsibility of each Employee to advise the Board in writing of any change in marital or family status and to request changes in benefits coverage within thirty-one (31) calendar days of such change in status.
- Y.5 Provision for Retired Employees
- Y.5.1 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.5.1.1 The retired Employee shall pay the full cost of the benefits premiums.
- Y.12 Employees in Job Classifications in Appendix B-2 are entitled to a payment of \$0.45 per hour in lieu of benefits.
- Y.12.1 Employees in Job Classification in Appendix B-2 who receive more than \$0.45 per hour in lieu of benefits shall continue to do so pending harmonization.

ARTICLE DD – PART-TIME EMPLOYEES

- DD.1 The number of part-time Employees, excluding students employed during the school vacation period (May 1st to Labour Day), shall be limited to 15% of full-time bargaining unit Employees. Scheduling of such Employees shall be in accordance with established practices.
- DD.1.1 The number of students employed during the school vacation period (May 1st to Labour Day) shall be limited to 10% of full-time bargaining unit Employees. Students may be employed (Monday to Friday), during the school vacation period between May 1 and Labour Day.

ARTICLE EE — FIRST AID KITS

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

APPENDIX A
PROCESS FOR TRANSITIONAL STAFFING
UNTIL THE DISTRICT-WIDE DATE (DECEMBER 31, 1999)
CUPE UNIT D

APPENDIX A – PROCESS FOR TRANSITIONAL STAFFING UNTIL THE DISTRICT-WIDE DATE
(DECEMBER 31, 1999) (UNIT D)

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

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

5. The Committee will be provided with job titles, job postings/summary of duties and qualification, number of positions and locations within the bargaining unit. The Committee will also be provided with a list of **pre-existing** job classifications and incumbents at each location in the bargaining unit that may be affected by restructuring during the Transition Period.
6. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
7. The Committee will be provided with a list of surplus staff by location. The Committee will be given an opportunity to review the list and, if agreed, amend the list as provided hereunder.
8. As soon as administratively feasible, advance notice shall be provided to the Redeployment Committee and the bargaining unit in respect of any proposed closure of a school, site, or any other work location.

9. For the purposes of the following paragraphs, Employees in this bargaining unit shall be placed in one of the following groupings:
- (i) Transportation Employees;
 - (ii) Maintenance Employees;
 - (iii) Warehouse Employees;
 - (iv) Caretaking Employees.
10. The Employer will identify each of the job classifications which fall within the groupings set out in paragraph 9, subject to full consultation with the Union. The Employer will endeavour to identify and consult within two (2) months of the execution of this Agreement. The parties may agree through the Redeployment Committee to amend the list of groupings in order to accommodate the various job classifications within the bargaining unit.
11. If a surplus Employee within a job classification in a grouping occurs across the District or in all classifications in a grouping across the District, surplus will be declared on a District-Wide basis, i.e., in reverse order of seniority within each job classification within the grouping. Surplus Employees will be assigned to a temporary assignment(s) until the earliest of:
- (a) the District-wide date; or
 - (b) placed pursuant to the job posting provision of the Collective Agreement; or
 - (c) placed pursuant to paragraph 12 hereof.
- Surplus Employees will continue to be paid their regular rate of pay while they are placed in temporary assignments. Surplus Employees will be allowed to indicate which region they would prefer to work in. The Employer will attempt to accommodate Employees' preferences where possible.
12. If, however, the surplus condition occurs in one or more schools, sites or work locations, because of the allocation of the number of staff to a school, site or location or due to the closure of the school, site or location, the Employees in that school, site or location will be declared surplus in reverse order of seniority in the overstaffed job classification within their grouping in the school. In such circumstances, an equivalent number of Employees in each of the affected job classifications will be assigned to a temporary assignment(s) in reverse order of seniority and will continue to be paid their regular rate of pay until placed pursuant to the job posting provisions of the Agreement or in accordance with the provisions of Article 13 hereof. The resulting vacant positions shall be filled by those initially declared surplus, with geographic, school, site or location preference determined by seniority.
13. Where it is determined that a vacancy exists in a job classification in a grouping in a school, site or work location, the vacancy shall first be advertised and filled in accordance with the posting provisions of the Agreement. The resulting vacancy shall be offered to the most senior surplus Employee in the same wage classification on temporary assignment subject to such Employee having the ability to perform the normal requirements of the job except where certification or licensing is required. If the most senior surplus Employee rejects the transfer, the next most senior surplus Employee in the same wage classification on temporary assignment will be offered the transfer subject to such Employee having the ability to perform the normal requirements of the job except where certification or licensing is required, and so on until there is no such eligible Employee in a temporary assignment.

if no such Employee is available or qualified or if no such Employee accepts the transfer, then the above process will be repeated for the most senior surplus Employee in the next higher wage classification in the same groupings who is on temporary assignment having the skills and ability to perform the normal requirements of the job.

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

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

14. Where there is more than one such vacancy as referred to in paragraph 12, the senior Employee offered the position will have his/her choice of location among the available vacancies but it is understood that the time within which the Employee's preference 'must be provided to the Board will necessarily be of short duration (within two (2) working days).
15. A surplus Employee placed in the vacancy of their choice shall be prohibited from any further lateral transfers for a period of one hundred and eighty (180) days.
16. If a school, site or work location is re-opened and staffed by the Employer within one year of its closure date, each employee last occupying positions within the school, site or work location will have the right of first refusal to return to their respective job classification before they are posted and filled in accordance with the provisions of the Agreement and paragraph 13.
17. In the event that jobs are "restructured" in the bargaining unit, the Redeployment Committee shall meet and develop a system for addressing such restructuring based on the model developed for the non-school based Employees in the "D" bargaining unit. The arbitrator referred to in paragraph 19 below shall determine any disputes concerning this process and shall have the authority to award any language necessary for implementing the system.
18. Bumping rights shall be deferred until the District-Wide Date (December 31, 1999 or such other date by which the Employer determines that its restructuring of departments employing members of the bargaining unit has been completed or sufficiently progressed).
19. Any dispute concerning the interpretation and application of Appendix A shall be referred to expedited arbitration before Arbitrator _____ whose decision shall be final and binding.

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 insurable earnings as determined by Human Resources Development Canada. For the term of this Agreement this shall continue to be the maximum number of weeks for which a **SEB** is payable.
8. For up to **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 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
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 1st and ending August 31st or by June 30th for a Plan commencing the following January 1st, whichever is appropriate.
 - (a) Notwithstanding clause 2 above, school-based Employees shall only be permitted to commence their leave September 1st to August 31st.
3. The Employer may accept or reject an Employee's application for the Leave plan.
4. A maximum of fifty (50) Employees may receive approval for the Self-Funded Leave for any year in accordance with established selection guidelines.
- 5 (a) A committee comprised of up to three (3) Employer and up to three (3) Employee representatives shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
 - (b) In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
 - I) Seniority
 - II) Job Function
 - III) Previously taken leaves of absence (excluding Pregnancy/Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1st or January 1st, subject to clause 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

- (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 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; 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 (5) 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.

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.

The Employee shall remain in the employment of the Employer for one full year following the year of leave.

LETTER OF INTENT (DOES NOT FORM PART OF THIS COLLECTIVE AGREEMENT)
RE: FEASIBILITY OF ACCESS TO THE BOARD'S COMMUNICATION SYSTEM

As soon as administratively practicable, the Employer will investigate the feasibility of allowing access to the Board's electronic communication system. It is understood that this will be done in consultation with the Union through the Labour Management Committee.

LETTER OF INTENT (DOES NOT FORM PART OF THIS COLLECTIVE AGREEMENT)

The Employer will inform Supervisors, Managers/Principals that they should not require Employees to do personal services which are not connected with the duties of the Employee's position.

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 INTENT
RE: RETURN TO WORK PROGRAM

The Employer undertakes to establish a Return to Work program for Employees of the Toronto District School Board. The Union will be consulted on the development of this program.

**LETTER OF UNDERSTANDING
RE: ACCOMMODATION**

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

**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: PAY EQUITY**

The parties shall establish a joint pay equity committee composed of four (4) Employer and four (4) Union representatives to review the existing pay equity plans applicable to Employees in Unit D 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 D 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. 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.

**LETTER OF UNDERSTANDING
RE: ONTARIO HEALTH INSURANCE PLAN (O.H.I.P.) (UNIT D)**

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: TRAINING COURSES AND ON-THE-JOB TRAINING (UNIT D)

The Employer recognizes that education is a continuing process. Accordingly, the Employer will endeavour to provide skills training and professional development opportunities for Employees. The Employer agrees to provide information related to Board training courses appropriate for the members of this Bargaining Unit. The matter will be referred, to the Labour Management Committee for discussion.

The Toronto District School Board will use its best efforts and will provide as soon as is practicable a comprehensive training program for designated Employees in the Operations bargaining unit in order to ensure that their skills are upgraded to the extent necessary to enable them to perform the work as assigned from Appendix A of the Memorandum of Settlement Between the TDSB and the MCSTC dated February 27th, 1998.

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 p.m.
- (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 D collective agreements and the terms and conditions of employment applying to classifications within the Unit D bargaining unit, are:
 - (i) what will be the wage rate(s) of existing classifications;
 - (ii) what will be the eligibility criteria for coverage of existing insured benefits for temporaries and **occasionals**;
 - (iii) what will be the eligibility criteria and the Designated Paid Holidays for persons employed for a full year and less than a full year.
 - (iv) what will be the eligibility criteria for earned vacation entitlement;
 - (v) to which Employees or groups of **Employees** will the Sick Leave Credit and Gratuity Plan apply;
 - (vi) what will be the level and entitlement in respect of overtime for Maintenance and Transportation (Local 134) including **overnight** visits for Sunny-view.

*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 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,

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