

# **COLLECTIVE AGREEMENT**

*Between*

**The Toronto District School Board**

*And*

**Unit A  
(Ontario Secondary School Teachers'  
Federation  
representing  
the Professional Student Services  
Personnel Bargaining Unit, District 12)**

September 1, 2000  
- August 31, 2002

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## PART A – GENERAL

### **Article A.1. – Preamble**

- A.1.1. The general purpose of this Agreement is:
  - A.1.1.1. to establish mutually satisfactory relations between the Employer and its Employees;
  - A.1.1.2. to provide orderly procedures for the prompt and equitable disposition of grievances;
  - A.1.1.3. to set forth the terms and conditions of work for all Employees who are subject to the provision of this Agreement.

### **Article A.2. – Definitions**

- A.2.1. "Agreement" means this collective agreement.
- A.2.2. "Bargaining Unit" means OSSTF, Professional Student Services Personnel District 12.
- A.2.3. "Board" means the Toronto District School Board.
- A.2.4. "Director" means the Director of Education of the Toronto District School Board.
- A.2.5. "District" means District 12, OSSTF.
- A.2.6. "Employee" means an Employee of the TDSB within this Bargaining Unit.
- A.2.7. "Employer" means the Toronto District School Board.
- A.2.8. "Federation" means the Ontario Secondary School Teachers' Federation.
- A.2.9. "OLRA" means the Ontario Labour Relations Act.
- A.2.10. "OSSTF" means the Ontario Secondary School Teachers' Federation.
- A.2.11. "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 School Board.

- A.2.12. "PSSP" means Professional Student Services Personnel, OSSTF District 12.
- A.2.13. "School months" shall be defined as all months from September to June, both inclusive.
- A.2.14. "School year" shall be as defined in the Education Act.
- A.2.15. "TDSB" means the Toronto District School Board.

### **Article A.3. – Recognition**

- A.3.1. The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the sole and exclusive collective bargaining agent representing all full/part-time permanent, probationary, temporary and occasional PSSP Employees in providing Professional Student Services.
- A.3.1.1. For purposes of clarity, Employees employed as, or performing the job functions of (though not limited to) the following active job classifications are included in this Bargaining Unit:
- Attendance Counsellors
  - Child and Youth Workers
  - Educational Audiologists
  - Multilingual/Multicultural Consultants
  - Multilingual Education Consultants
  - Occupational Therapists
  - Physiotherapists
  - Psychologists (*including Psycho-Educational Consultants, Psychologists and Psychological Associates*)
  - School Counsellors
  - SALEP Workers
  - Social Workers
  - Speech-Language Pathologists
  - Student Program Workers
  - Youth Counsellors - Secondary
- and those currently inactive positions as listed in Appendix D.

by the Toronto District School Board, save and except those persons employed as supervisors, persons above the rank of supervisor and any positions which are covered by another

collective agreement. This Bargaining Unit shall also include all persons referenced in Article A.3 who are on approved leaves of absence.

- A.3.2. The use of the word “supervisor” in Article A.3 is meant to refer to those individuals who exercise managerial functions, or are employed in a confidential capacity, within the meaning of section 1(3)(b) of the Ontario Labour Relations Act.

## **Article A.4. – Management Rights**

### **A.4.1 General Management Rights**

- A.4.1.1 Save and except to the extent specifically modified or limited by any provisions of this Agreement, the right and responsibility to manage the business of the Employer and its schools is vested solely and exclusively with the Employer.
- A.4.1.2. The Employer agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable, or discriminatory or that is inconsistent with the terms and provisions of this Agreement.

## **Article A.5. – Membership and Dues**

- A.5.1. All present Employees shall remain members of the Federation in good standing during the lifetime of this Agreement as a condition of employment. Employees hired subsequent to the ratification of this Agreement shall become Bargaining unit members as of their first day of work, as a condition of employment, and shall remain Bargaining Unit members in good standing.
- A.5.1.1. Notwithstanding A.5.1., the Employer shall not be required to discharge any Employee to whom membership in the Federation has been denied or terminated.
- A.5.2. 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 his/her regular Federation dues and/or assessments, if any, which shall be levied on a uniform basis on all Employees in the Bargaining Unit. The amounts shall be determined by OSSTF and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.



- A.5.2.1. All dues or assessments so deducted shall be remitted to the Federation not later than the fifteenth (15th) day of the month following the month in which such deductions were made together with a list of the names of all employees from whose pay dues or assessments were so deducted.
- A.5.3. The OSSTF dues deducted in accordance with A.5.2 shall be remitted to the Treasurer of OSSTF at a location to be specified by OSSTF. Remittances to the Federation shall be accompanied by Employees' names and work locations.
- A.5.4. A levy specified by the Bargaining Unit in accordance with A.5.2, if any, shall be deducted and remitted to the Treasurer of OSSTF District 12 PSSP.
- A.5.5. OSSTF and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF and/or the Bargaining Unit.

## **Article A.6. – Relationship**

- A.6.1. It is agreed that the Federation and the Employees will not engage in Federation activities during working hours or hold meetings at any time on Board premises without obtaining the prior permission of the Employer. This clause shall not be construed to prevent Employees from engaging in casual conversation relating to Federation affairs.
- A.6.1.1. Provided the normal procedure is followed, the Employer will, subject to the usual Board requirements and policies, grant a permit to the Federation for the use of its premises and facilities for the purposes of membership and executive meetings without permit fee and without additional costs to the Employer.
- A.6.2. The Employer acknowledges that Employees and/or officers of the Bargaining Unit that may be chosen from among the Employees may be required to leave their regular duties for the purpose of presenting grievances at meetings held with the Employer. Permission for such activities will not be unreasonably withheld and will be granted without loss of pay.
- A.6.3. Both the Employer and the Federation 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.

- A.6.3.1. Any alleged violation may be dealt with pursuant to the procedures in the Human Rights Code, RSO 1990, 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.
- A.6.4 The Employer shall provide a copy of newly approved Board policies to the Bargaining Unit President.
- A.6.5. The Employer shall provide one (1) copy of the Board's public session and Standing Committee Agendas and public session and Standing Committee minutes to the Bargaining Unit President.
- A.6.6. Members of staff beyond the Bargaining Unit will not be expected to photocopy or distribute Bargaining Unit materials.

## **Article A.7. – Communications**

- A.7.1. The Bargaining Unit shall notify the Employer in writing, of the names of its executive officers and the chairs of its Negotiating and Grievance Committees and of any changes therein, as appropriate.
- A.7.2. The Employer shall provide the Bargaining Unit with the following:
  - A.7.2.1 The Employer agrees to inform the Bargaining Unit, in writing, within ten (10) working days, of the name of any Employee covered by this Agreement who was hired, transferred or promoted within the Bargaining Unit, who ceased to be an Employee of the Bargaining Unit as a result of promotion, resignation or retirement.
- A.7.3. The Bargaining Unit shall advise the Employer annually of the address for the purpose of sending proper notices and official communications.
- A.7.4. All correspondence from the Bargaining Unit 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 Bargaining Unit in writing of the person designated by the Employer and of any changes from time to time.

#### **A.7.5. Employee Notification**

- A.7.5.1. Any notice required to be given to an Employee 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, by means of registered mail.
- A.7.5.2. It shall be the duty of each Employee to notify the Employer promptly of any change of address.

### **Article A.8. – Labour-Management Consultations**

- A.8.1. The Employer and the Bargaining Unit shall establish and maintain a Labour Management Committee. The Committee shall have as its members up to six (6) Employer representatives and up to six (6) representatives of the Bargaining Unit.
- A.8.2. The Committee shall meet at least four (4) times annually, or as the need arises at the request of either party. In the development of the agenda, the parties will ensure that appropriate personnel are in attendance to deal with the items on the agenda.
- A.8.3. The Committee shall discuss issues of concern to either the Employer or the Bargaining Unit but shall not consider any matter which is under negotiations or which is the subject of a formal grievance under the grievance procedure of this Agreement. Labour Management meetings will not be used for the purpose of bypassing the grievance procedure of this Agreement.

### **Article A.9. – Representation**

#### **A.9.1. Negotiation Committee**

- A.9.1.1. For the purpose of negotiations between the parties, the Employer shall recognize a Negotiating Committee of not more than six (6) Employees who are members of the Bargaining Unit. No deduction from the regular pay of such Employees will be made for attendance at such meetings with the Employer held during the Employee's regular working hours. The Employer agrees that up to two (2) representatives from OSSTF Provincial Office may be present and assist the Negotiating Committee.

A.9.1.2. Upon seventy-two (72) hours notice to the Employer, each of the Bargaining Unit's six (6) Negotiating Committee 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 rates of pay.

**A.9.2. Grievance Committee**

A.9.2.1. The Employer acknowledges the right of the Bargaining Unit to select a Grievance Committee. Not more than three (3) grievance representatives shall be present at any meeting for the settlement of a specific grievance.

A.9.2.2. These Grievance Committee members will be allowed time release to attend grievance meetings, and reasonable time release for investigation of grievances prior to arbitration, with the Employer without loss of their regular pay. In all such cases, the Grievance Committee members shall advise their principals/supervisors of the time they expect to be absent from work.

**Article A.10. – Grievance Procedures**

A.10.1. The parties to this Agreement are agreed that it is of the utmost importance to adjust complaints and grievances as quickly as possible.

A.10.2. No grievance shall be considered where the grievance is filed at Step 1 of the grievance procedure more than fifteen (15) working days after an Employee became aware, or reasonable ought to have been aware, of the occurrence of the circumstances giving rise thereto.

A.10.3. Grievances shall be adjusted and settled as follows:

**A.10.3.1. Step 1**

A.10.3.1.1. The aggrieved Employee shall present the grievance orally to the Employee's immediate supervisor. The Employee shall have the assistance of one (1) Grievance Committee member in the presentation of the grievance if the Employee so requests. The person to whom the grievance was presented shall give an oral decision within two (2) working days following presentation of the grievance.

**A.10.3.2. Step 2**

A.10.3.2.1. If the decision at Step 1 is not satisfactory, then the aggrieved Employee shall discuss the grievance with the Grievance Committee and this Committee shall submit the grievance in writing. The Employee's Grievance Committee member, within five (5) working days of the decision at Step 1, will then present such written grievance to the person designated by the Employer. The person designated by the Employer shall consider it in the presence of the aggrieved Employee and the Grievance Committee member, together with such other management personnel who may be designated by the Employer. The person designated by the Employer shall give a reply in writing within five (5) working days.

A.10.3.3. **Step 3**

A.10.3.3.1. If a settlement satisfactory to the Employee concerned is not reached within seven (7) working days, the grievance may be referred by either party to a Board of Arbitration, as provided in 10.7, at any time within twenty-one (21) working days after the person designated by the Employer has replied to the grievance, but no later.

A.10.4 **General Grievance Rules**

A.10.4.1 Any of the time allowance set out in this Article may be extended by mutual consent in writing.

A.10.4.2. If the Employer fails to reply to a grievance within the prescribed time limits in any step of the grievance procedure, the grievance may be processed to the next higher step following the expiry of the time limit in question.

A.10.4.3. If a grievance is not processed to the next higher step or to Arbitration in accordance with the prescribed times, or the times as extended by mutual agreement, the grievance shall be deemed to be abandoned.

A.10.4.4. The Employer and the Bargaining Unit agree to exchange materials to be presented at each step of the grievance procedure no later than two (2) full working days prior to the commencement of the meeting scheduled to review the grievance. The material to be exchanged includes copies of all letters, reports, written statements, charts or documents of any kind which will be

presented or discussed at the grievance meeting.

A.10.4.5. For the purposes of notification and communication relating to grievances written notices, facsimiles and e-mails whose receipt has been acknowledged shall be considered sufficient.

A.10.4.5.1. Notwithstanding A.10.4.5., the final resolution of all grievances shall be in writing and signed by representatives of the Employer and the Bargaining Unit.

#### **A.10.5 Policy Grievances - Direct Differences**

A.10.5.1. Should any difference arise between the Employer and the Bargaining Unit as to the interpretation or alleged violation of this Agreement affecting the Bargaining Unit as such, the Employees as a whole, or a substantial number of Employees, the Bargaining Unit shall have the right to file a grievance within fifteen (15) working days after a Grievance Committee member or any officer of the Bargaining Unit became aware or might reasonably be expected to have become aware of the occurrence giving rise to the grievance.

A.10.5.1.1. All such grievances shall be filed at Step 2 of the Grievance Procedure as provided in A.10.3.2.

#### **A.10.6 Discipline and Discharge**

A.10.6.1. In situations requiring a meeting between an Employee and a member of management to discuss a matter which the Employee anticipates could result in a grievable action, the Employee has the right to be accompanied by a Grievance Committee member, a member of the Bargaining Unit Executive, or a representative from District 12 and/or the Provincial OSSTF.

A.10.6.2. The Bargaining Unit Grievance Committee shall receive a copy of any written reprimand given to an Employee resulting from a meeting at which a representative of the Bargaining Unit has been present.

A.10.6.3. In determining the disciplinary action to be taken against an Employee, the Employer will take into consideration the Employee's record and the lapse of time since the last disciplinary action.

A.10.6.3.1. During the probationary period, the Employee shall have the right to discipline, demote, discharge or layoff a probationary new Employee. The new Employee shall have recourse to

the Grievance Procedure. It is understood by the parties, for the purpose of discipline, a lesser standard of just cause may apply to a probationary Employee than to an Employee who has completed his/her probationary period.

- A.10.6.4. An Employee shall receive a copy of any written reprimand.
- A.10.6.5. A claim of discharge without just cause by an Employee shall be treated as a grievance if a written statement of such grievance is lodged with the person designated by the Employer within fifteen (15) working days following written notification of the discharge to the Employee from the Employer. All preliminary steps of the grievance procedure prior to Step 2 will be omitted in such case.
- A.10.6.6. The Employer shall not discipline or discharge an Employee without just cause.
- A.10.6.7. In any matter of discipline or discharge, an Employee shall be advised in writing of his/her right to Bargaining Unit representation.

#### A.10.7. **Arbitration**

- A.10.7.1. Any grievance concerning the interpretation or alleged violation of this Agreement which has been properly carried through all the steps of the grievance procedure outlined in Article 10, and which has not been settled, will be referred to a Board of Arbitration at the request of either of the parties hereto.
  - A.10.7.1.1. Notwithstanding A.10.7.1., nothing precludes the parties from agreeing to proceed to expedited arbitration under the Ontario Labour Relations Act .
- A.10.7.2. The Board of Arbitration will be composed of one (1) person appointed by the Employer, and one (1) person appointed by OSSTF, and a third person to act as Chairperson chosen by the other two (2) members of the Board of Arbitration.
- A.10.7.3. Within five (5) working days of the request by either party for a Board of Arbitration, each party shall notify the other of the name of its nominee.
- A.10.7.4. Should the person chosen by the Employer to act on the Board of Arbitration and the person chosen by OSSTF fail to agree on a third person within twenty-one (21) days of the notification

mentioned in the above, the Minister of Labour of the Province of Ontario will be asked to nominate someone experienced in labour arbitration to act as Chairperson.

- A.10.7.5. The decision of a Board of Arbitration or arbitrator constituted in the above manner shall be binding on both parties.
- A.10.7.6. The Board of Arbitration shall not have any power to alter or change any of the provisions of this Agreement or to substitute any new provisions for the existing provisions.
- A.10.7.7. Each of the parties to this Agreement will bear the expenses of the arbitrator appointed by it; and the parties will jointly bear the expenses, if any, of the Chairperson.
- A.10.7.8. Any grievance concerning the disciplinary action, suspension or discharge of an Employee may be settled by confirming the Management's action, or by reinstating the Employee with full compensation for time lost, or by any other arrangement which is just and equitable in the opinion of the conferring parties, or the Board of Arbitration.

#### **A.10.8. Management Grievances**

- A.10.8.1. Any grievance instituted by management may be referred in writing to the Bargaining Unit within fifteen (15) working days of the occurrence giving rise to the grievance and representatives of the Bargaining Unit shall meet within five (5) working days thereafter with the person designated by the Employer to consider the grievance. If final settlement of the grievance is not completed within seven (7) working days of such meeting, the grievance may be referred by either party to a Board of Arbitration as provided in 10.7 at any time within twenty-one (21) days thereafter but not later.

### **Article A.11. – Term of Agreement – Notice of Renewal**

- A.11.1. This Agreement shall be effective September 1, 2000 and remain in force until August 31, 2002.
- A.11.2. The Agreement shall continue in force from year to year thereafter unless in any year either party shall furnish the other party with notice of intent to re-negotiate this Agreement. Said notice must be given not more than 90 days nor less than 30 days prior to the end of the contract.



- A.11.3. During negotiations on any proposed renewal or revision of this Agreement, the Agreement, in the form in which it may be at the commencement of such negotiations shall remain in full force and effect until a settlement of such negotiations has been reached, or until the conciliation procedure provided under the Ontario Labour Relations Act has been exhausted, whichever first occurs.
- A.11.4. The parties will meet within twenty (20) days after the giving of notice by either party for the purpose of entering into negotiations.
- A.11.5. No changes can be made to this Agreement without the mutual written consent of the parties.

### **Article A.12. – Copies of Agreement**

- A.12.1. Copies of this Agreement will be issued to all Employees within sixty (60) days after it is signed. The Employer shall provide every new Employee, at time of hiring, with a copy of this Agreement.

## PART B – SALARY

### **Article B.1. – Wages**

- B.1.1. Wages shall be paid biweekly by direct bank deposit to the Employee's personal account at a bank, trust company or credit union.
- B.1.2 Wages shall be paid in accordance with the rate determined in B.1.6., based on the schedule of wages shown in Appendix A during the Employee's normal work year.
- B.1.2.1 Notwithstanding B.1.2, Employees who, as at the date of ratification, are in receipt of a base salary (excluding allowances) which is higher than the maximum of the appropriate grid in Appendix A, will have the higher salary red-circled for as long as that Employee remains in the position he/she held at the date of ratification of the 1999-2000 Collective Agreement.
- B.1.3 Where an Employee within a job classification is approved to change salary categories within the job classification because of receiving additional qualifications, such Employee shall receive a salary adjustment effective on the date when proof of the new qualifications is received by the Employer
- B.1.4. **Placement on Grid**
- B.1.4.1. For newly-hired Employees, prior relevant experience for each acceptable year will be considered up to the category maximum in accordance with the salary steps in Appendix A. An acceptable year of experience shall be defined as one year of relevant full-time employment, or the amount of time equivalent to one year of full-time employment but accumulated through part-time employment. Relevant employment is verified employment with an acceptable professional agency or organization.
- B.1.4.2. For Employees who accept positions due to internal postings, and for whom no review or relevant professional experiences was completed with respect to credit for advancement on the grid, a review of experience under the same provisions as B.1.4.1. above shall be done.
- B.1.4.2.1. Experience shall be calculated as follows:
- B.1.4.2.1.1 for full-time employment on full-time salary for a period of not less than 190 days in one school year,

allow one year's experience;

- B.1.4.2.1.2. for part-time employment on part-time salary, the number of days employed in one school year multiplied by the fraction of the day worked, but such fraction shall not be less than half.
- B.1.4.2.1.3. for full-time employment on full-time salary for less than 190 days in one school year, on a monthly basis divide the number of days worked by 20 and add together;
- B.1.4.3. In no case shall these formulae be applied to credit more than one year of working experience in any given twelve month period;

**B.1.5. Increments**

- B.1.5.1. Increments, where applicable, shall be paid to Employees effective January 1<sup>st</sup> of each year. Except as set out in B.1.5.2. below, where an increment is to be withheld, the Employee will be notified prior to December 1st.
- B.1.5.2. An Employee joining the staff prior to September 15<sup>th</sup> is eligible to receive a full increment on the following January 1<sup>st</sup>. An increment shall not be paid on January 1<sup>st</sup> to Employees who start their employment on the preceding September 15<sup>th</sup> or later.
- B.1.5.3. An Employee joining the staff prior to September 15<sup>th</sup>, is eligible to receive a full increment on the following January 1<sup>st</sup>. An increment shall not be paid on January 1<sup>st</sup> to Employees who start their employment on the preceding September 15<sup>th</sup> or later.

*Note re: Increments During Pregnancy and Parental Leaves – see Article E.1.4.*

*Note re: Increments During Infant/Child Care Leaves – see Article E.1.6.*

**B.1.6. Calculation of Hourly Rate of Pay**

- B.1.6.1. For purposes of determining salary owed an Employee, the calculation of the hourly rate of pay shall be as follows:
- B.1.6.1.1. For Employees paid in Categories I - IV of Appendix A effective September 1, 2001:

{The appropriate annual salary shown in Appendix A} ÷  
{(194 days + 5 days) x 7 hours per day}

- B.1.6.1.2. For Employees paid in Category V of Appendix A effective September 1, 2001:  
{The appropriate annual salary shown in Appendix A} ÷  
{194 days x 7 hours per day}

## **Article B.2. – Kilometrage/Mileage and Use of Employee’s Vehicle**

### **B.2.1 Reimbursement for Use of Vehicle**

- B.2.1.1. Effective September 1, 2001, Employees who are required to use their automobiles on approved Employer business shall receive a travelling allowance of \$175.00 per month for each month from September to June inclusive.
- B.2.1.2. Effective September 1, 2001, those Employees designated by the Employer who are assigned daily travel across the entire school district on a regular basis shall receive a travelling allowance of \$250.00 per month for each month from September to June inclusive.

### **B.2.2 Extraordinary Expenses**

- B.2.2.1 Authorization and reimbursement of extraordinary expenses, such as travel by ferryboats, may be authorized by a Supervisory Officer or designate.

### **B.2.3 T2200**

- B.2.3.1. Employees who are required to use their personal vehicles for Employer business as a condition of employment shall be provided annually with a Form T2200.

## PART C – SENIORITY, LAYOFF AND RECALL

### **Article C.1. – Seniority**

#### **C.1.1. Seniority during Probationary Period**

- C.1.1. An Employee will be considered probationary for the first six months of active service in an established position (excluding temporary contract) and will have no seniority rights during that period.
- C.1.2. A written progress report on a probationary Employee's job performance will be provided at four (4) months by an appropriate supervisor.
- C.1.3. The Employer may extend this probationary period by two (2) school months by notifying the Bargaining Unit and the Employee in writing, and with the consent of the Bargaining Unit, for a further two (2) school months.
- C.1.4. After successful completion of the probationary period, an Employee's seniority shall date back to the day on which the Employee's last continuous employment began.

#### **C.1.2. Determination of Seniority**

- C.1.2.1. Seniority applies only to Employees as defined in Article D.11.1.
- C.1.2.2. The determination of seniority for Employees as defined in Article D.11.1. shall be based on the date on which an Employee's last continuous employment began with the Employer and/or Predecessor Boards in a job classification within the Bargaining Unit as listed in Article A.3. An Employee's transfer to another seniority group as set out in Article C.1.7.1. shall not affect the Employee's seniority date.
- C.1.2.3. Previous assignments within the Bargaining Unit under temporary contract, where such assignments occurred within the context of last continuous employment, shall be included in the determination of seniority
- C.1.2.4. Service, for seniority purposes, shall be deemed to be continuous:
  - C.1.2.4.1. during regular school vacation periods
  - C.1.2.4.2. in the event an Employee as defined in Article D.11.1. resigned his/her employment with the Employer and subsequently became re-employed by the Employer within a period of six (6) months in a

capacity other than as a temporary contract or on an occasional basis, the Employee's seniority shall include previous seniority determinations

- C.1.2.4.3. during the first twenty-four (24) months of any absence due to illness, injury, lay-off or approved leave of absence set out in Article E.1.

### **C.1.3. Agreement to Extend Times**

- C.1.3.1. The twenty-four (24) month limit set out in C.1.2.4.3., C.1.6.1.3., C.1.6.1.4. and C.1.8. may be extended by mutual agreement between the Employer and the Bargaining Unit.

### **C.1.4. Preparation of Seniority List**

- C.1.4.1. The Employer shall maintain an annual seniority list showing each Employee's name, seniority ranking and job classification. An initial draft version of the list will be published by September 30<sup>th</sup> by making such initial draft version available for review through the designated regional representatives of the Bargaining Unit. Two (2) copies will also be forwarded to the President of the Bargaining Unit.
- C.1.4.2. Any objection to the accuracy of the initial draft version of the seniority list with respect to errors or updating will be submitted by the Bargaining Unit to the Employer by October 31<sup>st</sup>.
- C.1.4.3. The Employer undertakes to settle disputes regarding the initial draft version of the annual seniority list in an expedient manner and consistent with Article C.1.
- C.1.4.4. By October 31<sup>st</sup> annually, and prior to the publication of the annual seniority list as set out below on February 15<sup>th</sup>, a joint committee will be struck, with equal representation from the Employer and the Bargaining Unit, to verify the seniority list, identify and resolve ties.
- C.1.4.5. In compiling the seniority list, all ties shall be broken based on the following criteria:
  - C.1.4.5.1. total experience in any job classification within the Bargaining Unit within any district school board in Ontario, first, then
  - C.1.4.5.2. by lot, in a manner to be determined and completed by the Employer and the Bargaining Unit

- C.1.4.6. The order of ranking of ties, once established, shall not be altered.
- C.1.4.7. Any objection as to the accuracy of the seniority list with respect to errors or updating will be submitted by the Bargaining Unit to the Employer in writing within 30 calendar days of the posting of the seniority list.
- C.1.4.8. An Employee for whom no written objection is raised with respect to his/her seniority ranking shall have his/her seniority ranking confirmed as stated.

#### **C.1.5. Publication of Seniority List**

- C.1.5.1. Following the verification period and the resolution of any disputes between the Employer and the Bargaining Unit, the Employer will publish a final seniority list by February 15<sup>th</sup>, with copies available through the designated representatives of the Bargaining Unit and in the office of the Bargaining Unit President.
- C.1.5.2. The annual seniority list shall remain in effect until the publication by February 15<sup>th</sup> of the succeeding year of a new annual seniority list.
- C.1.5.3. In the event that the Employer implements any job action affected by seniority prior to February 15<sup>th</sup>, the Employer will take into consideration any filed seniority objections if the resolution of such objections affects the determination of Employees for consideration.
- C.1.5.4. The timelines set out above may be amended by mutual agreement between the Employer and the Bargaining Unit.

#### **C.1.6. Termination of Employment and Seniority**

- C.1.6.1. Unless otherwise provided in this Agreement, seniority shall terminate, and termination of employment shall be confirmed, when an Employee:
  - C.1.6.1.1. resigns
  - C.1.6.1.2. is discharged for just cause and is not reinstated through the grievance procedure or arbitration
  - C.1.6.1.3. has been on layoff for a continuous period of more than twenty-four (24) months

- C.1.6.1.4. has been on a leave of absence for a continuous period of more than twenty-four (24) months
- C.1.6.1.5. has been on lay-off for a continuous period of less than twenty-four (24) months and, when notified of recall by registered mail addressed to the Employee's last place of residence recorded with the Employer, fails to notify the Employer of intent to return to work. The recalled Employees shall be given ten (10) working days following receipt of the recall letter to notify the Employer of the intention to return to work. The Employee shall have up to ten (10) working days to return to work following notification of the intent to return to work, unless evidence of inability to report for work because of legitimate illness or other reasonable cause is furnished by the Employee
- C.1.6.1.6. fails to return to work immediately after the expiration of a leave of absence unless prevented from doing so by illness or other reasonable cause
- C.1.6.1.7. is absent from work without leave for more than five (5) consecutive working days, unless, in the judgement of the Employer, there was reasonable justification for such absence, and providing that nothing shall prevent the Employer from granting an extension of such time, if the circumstances so warrant.

*Note re: Seniority During Pregnancy, Parental and Infant/Child Care Leaves (see Articles E.1.4. and E.1.6.)*

### **C.1.7. Seniority Groups**

- C.1.7.1. For the publication of the seniority list and the application of any action affected by seniority rights, Employees will be divided into the following job classifications:
- Attendance Counsellors
  - Attendance Counsellors
  - SALEP Workers
  - Child and Youth Workers
  - Educational Audiologists
  - Multicultural/Multilingual Consultants
  - Occupational Therapists/Physiotherapists
  - Occupational Therapists
  - Physiotherapists
  - Psychology



Psychologists  
Psychological Associates  
Psycho-educational Consultants  
Social Workers  
Social Workers  
School Counsellors  
Speech-Language Pathologists  
Student Program Workers  
Youth Counsellors – Secondary

- C.1.7.2. In determining the appropriate seniority group, the Employer and the Bargaining Unit shall consider the Employee's membership or eligibility to become a member of a college or governing body for the profession in question, current employment and past experience in the above job classifications.
- C.1.7.3. There will be no interchange between the above seniority groups as a result of application of seniority. However, if job openings occur in a seniority group, qualified Employees in another seniority group who have received notice of layoff will be given the opportunity to apply for such job openings.

### **C.1.8. Term Appointments beyond the Bargaining Unit**

- C.1.8.1. The selection and promotion of Employees to positions beyond the Bargaining Unit is not governed by this Agreement and as such, all rights of membership cease save and except accrual of seniority as set out in C.1.2.3.
- C.1.8.2. The Employer will confirm annually with the Bargaining Unit information regarding Employees affected under C.1.8.
- C.1.8.3. At the time of such selection and promotion, the Employee will be advised of the terms of his/her status within the Bargaining Unit.
- C.1.8.4. For staffing purposes, upon their return to the Bargaining Unit, such Employees will be placed in positions within the Bargaining Unit consistent with their qualifications.

## **Article C.2. – Layoff and Recall**

### ***Layoff***

- C.2.1. Layoff of Employees as defined in Article D.11.1 shall be based on seniority, with an Employee with less seniority being laid off prior to an Employee with more seniority.
- C.2.1.1. Probationary Employees within a seniority group shall be laid off prior to any notification of layoff to a Permanent Employee within the seniority group.

### ***Recall***

- C.2.2. After a layoff, Employees shall be recalled in accordance with their seniority ranking within their job classifications, provided they have the necessary ability, knowledge, certification and skill to perform the jobs available. On recall, should the Employer determine that a specific educational/registration/ certification qualifications is a requirement for the position to which an Employee is being recalled, the Employer and the Bargaining Unit agree to meet to discuss the Employer's needs regarding the educational/registration/ certification requirement. If the parties agree that the educational/registration/certification requirement is necessary, then qualifications will be used as a criteria for recall. If the parties disagree that the educational/certification/registration requirement is necessary, then the Bargaining Unit may refer the issue to expedited arbitration for resolution.
- C.2.3. Employees who are laid off shall have the right to recall for twenty-four (24) months following the date of their lay-off.
- C.2.4. Recall shall be by means of a registered letter sent to the last address of the Employee according to the Employee's records. Employer obligation ceases if the Employee refuses or fails to notify the Employer of the Employee's intention to return to work. The recalled Employee shall be given ten (10) working days following receipt of the recall letter to notify the Employer of the intention to return to work. The Employee shall have up to ten (10) working days to return to work following notification of the intent to return to work.
- C.2.5. The Employer shall furnish the Bargaining Unit with copies of all layoff and recall notices on the same day as the letters are mailed.

## PART D – WORKING CONDITIONS

### **Article D.1. – Employee’s Files**

- D.1.1 An Employee will be allowed to review and receive copies of the Employee's personnel file during normal business hours, upon prior written request to the person designated by the Board. Such review must be made in the presence of a member of the Human Resources staff at a time that is mutually arranged between the Human Resources staff and the Employee concerned.
- D.1.2 The Employee may be accompanied by a Bargaining Unit or Federation representative.
- D.1.3. If the Employee disputes the accuracy or completeness of any such information, other than a performance appraisal, the Employer shall, where possible within 15 days from receipt of a request by the Employee stating the alleged inaccuracy, either confirm or amend the information on record.
- D.1.3.1. In the case of a performance appraisal the Employee is entitled to attach a response.
- D.1.4. Where the Employer amends information under D.1.3., the Employer shall at the request of the Employee notify all persons who received a report based on the inaccurate information, upon the request of the Employee.
- D.1.5 Where the Employer does not amend the information under D.1.3. to the satisfaction of the Employee, the Employee is entitled to attach a letter outlining their position and concerns regarding the information in question and such letter shall be placed in, and remain in, the same file as contains the information in dispute.
- D.1.6. Other than those disciplinary actions referenced in D.1.6.1. below, Employees who are free of disciplinary action for a period of three (3) years, shall, upon written request, have any such previous complaints removed their personnel files by management.
- D.1.6.1. The records of disciplinary actions for incidents determined to have posed a serious risk to the physical, emotional, or sexual wellbeing of staff or students, which have not been rescinded through the grievance or arbitration procedure, may be kept in the Employee’s file. After five (5) years, upon written request by the Employee, the retention of such disciplinary actions shall be reviewed by the appropriate Superintendent of Human Resources and a representative appointed by the Bargaining Unit.

- D.1.7. For the purposes of Article D.1., an Employee may give written consent for a Bargaining Unit or Federation representative to act on his/her behalf.
- D.1.8. When documentation is placed in the Employee's file, a copy shall be addressed or copied to the Employee. No record regarding an Employee shall be used in a grievance or disciplinary hearing unless it has been appropriately placed in the Employee's file.

## **Article D.2. – Postings**

- D.2.1. Where a vacancy for a permanent position, or a temporary position known from the outset to be greater than four (4) months duration occurs, the vacancy shall be posted in all schools and offices for at least seven (7) working days before the deadline date for application for the position..
- D.2.1.1. A copy of each job posting shall be sent to the President of the Bargaining Unit. Postings will also be done electronically as soon as administratively feasible.
- D.2.1.2. There shall be no job postings during July or August except in circumstances where operations so require in which case the Employer shall make every effort to bring such postings to the attention of Employees in the Service concerned.
- D.2.2. Permanent Employees, and Employees on temporary contract, in that order, who express interest in the vacancies will be given first consideration for such vacancies. Short-listing of qualified Bargaining Unit members will be determined by seniority. The short list shall be a list of six (6) Employees, provided six (6) or more Employees apply. If less than six (6) Employees apply then the short list shall be all applicants.
- D.2.3. Nothing in this Article precludes the Employer from advertising opportunities internally and externally concurrently. Applicants external to the Employer will not be interviewed until the selected internal qualified applicants have been interviewed or unless insufficient numbers of internal qualified applicants are available for consideration.

## **Article D.3. – Job Flexibility**

### **D.3.1. Job Exchanges**

D.3.1.1. A Permanent Employee may request an exchange with another Permanent Employee of the same employment status, in the same job classification and holding appropriate credentials to take effect in the following school year. The Employer will advise Employees annually on the application process, criteria and timeline.

### **D.3.2. Job Sharing**

D.3.2.1. A job-sharing arrangement is defined as one in which two (2) permanent full-time Employees in the same job classification are approved to share one (1) full-time position for a defined period of one year.

D.3.2.2. Each year, after consultation with the Labour-Management Committee, the Employer will advise Employees on information, including timelines, criteria and application process, regarding potential job-sharing arrangements

D.3.2.3. The percentage of work time available to each of the two (2) participants will be subject to operational requirements, including the structure of the Employer's payroll system. The range of percentage arrangements available will be communicated to Employees as part of the application process.

D.3.2.4. In the event that one (1) of the two (2) participants in a job-sharing arrangement is unable to complete the term of the job-sharing arrangement, due to illness or some other unforeseen circumstance, the remaining participant will return to full-time status. The Employer may consider other alternatives so as to not disrupt the continuity of assignment.

### **D.3.3. Request by Full-time Employees to Reduce to Part-time**

D.3.3.1. Permanent Employees may request to reduce on a temporary basis their employment status from full-time to part-time. The usual definition of "part-time" will be "half-time"; however, in extraordinary circumstances, the Employer may agree to a different arrangement. The procedure for making such a request will be made known annually to Employees. The Employer shall notify the

Bargaining Unit within ten (10) working days of any Employee whose job status has changed from full-time to part-time.

- D.3.3.2. Employees who change their status from full-time to part-time will retain the sick leave Credits they earned prior to the change. After the change in status, sick leave Credits earned will be prorated in relation to the amount of time worked.
- D.3.3.3. The cost of benefits for those Employees who change their status from full-time to part-time will be prorated in relation to the amount of time worked and the Employee will pay the balance of the premium cost of the plans.
- D.3.3.4. Requests to temporarily reduce status from full-time to part-time shall be made annually. The Employer agrees to allow the Employee to return to full-time employment at the end of the agreed-upon term of part-time service.

## **Article D.4. – Job Security**

### **D.4.1. Work Performed By Bargaining Unit Employees**

- D.4.1.1 For the duration of 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.

### **D.4.2. Volunteers/Co-op Students /Ontario Works**

- D.4.2.1. No Employee shall be laid off or have their hours of work reduced owing to the use of volunteers, including Ontario Works Workfare (Community Participation), or co-op students.

### **D.4.3. Coverage for Child And Youth Workers**

- D.4.3.3.1. The Employer will make every effort to replace Child and Youth Workers assigned to school-based programs who are absent with qualified Child and Youth Workers. The Employer will provide, on request of school Principals, the names of any qualified Child and Youth Workers on file for such replacement. The Employer shall

endeavour to create a list of qualified replacement Child and Youth Workers during the term of this Agreement.

## **Article D.5. – Temporary Contract**

- D.5.1. Except as set out below, a Temporary Employee who has worked more than the equivalent of two (2) consecutive school years shall be made a Permanent Employee. Where a Temporary Employee's status is made permanent, the Employee's seniority date will reflect the beginning date of the last continuous temporary employment
- D.5.1.1. Employees on Temporary Contract who had previously retired from a position included in the Bargaining Unit shall be exempt from the requirements of D.5.1. regarding change to permanent status.
- D.5.1.2. Permanent Part-time Employees who have assumed part-time temporary assignments and who fulfil the requirement of working more than the equivalent of two consecutive school years shall have the option of retaining their permanent part-time status or increasing to full-time.
- D.5.1.3. Notwithstanding D.5.1. and D.5.1.2. above, for positions that require registration in a professional college, membership in the appropriate professional college will be required in order to be eligible for permanent status.

## **Article D.6. – Employee Security**

### **D.6.1. Workplace Harassment**

- D.6.1.1. The Employer shall provide upon request to an Employee of the Bargaining Unit existing policies regarding anti-discrimination

### **D.6.2. Liability Insurance Coverage for Employees**

- D.6.2.1 The Employer shall maintain liability coverage in accordance with the standard policy issued by the Ontario School Boards' Insurance Exchange (OSBIE).
- D.6.2.2. No Bargaining Unit Employee shall be required to catheterize or to

administer medication by injection to students.

## **Article D.7. – Professional Development**

- D.7.1. The Employer and the Bargaining Unit share a desire to improve professional standards by providing Employees, where operationally feasible, with the opportunity to participate in seminars, workshops, short courses or similar programs to keep up-to-date with knowledge and skill in their respective fields. The Employer further recognizes that many of the Employees of the Bargaining Unit are members of professional colleges and are therefore required to update their knowledge and skills on a regular basis through participation in professional development.
- D.7.2. An individual Employee may, with the approval of the Executive Officer of Student and Community Services or designate, attend relevant professional development sessions. An Employee who attends such a session shall be deemed to be on duty with no loss of pay, benefits or seniority.
- D.7.3. An Employee invited to participate in a conference or convention in an official capacity, such as to present a formal address or to give a course related to the Employees field of employment, may, at the discretion of the Employer, be granted leave with pay for that purpose.
- D.7.4. The Employer acknowledges support for a professional development day each school year for Employees of the Bargaining Unit as a whole for the purpose of furthering professional development.
- D.7.4.1. The level of financial support shall be determined by the Employer with input from the Bargaining Unit.
- D.7.5. The scheduling of the professional development day shall coincide with one of the professional development days scheduled for either elementary or secondary teachers.
- D.7.5.1. The agenda for this professional development day will be determined through mutual agreement at a meeting of the Labour-Management Committee.
- D.7.6. Nothing herein precludes the additional presentation of workshops or seminars of interest to specific groups within the Bargaining Unit.

## **Article D.8. - Reimbursement for Educational Courses**



- D.8.1. When an Employee takes an educational course as a result of a request by the Employer, he/she shall be compensated for the tuition fee charged for the course.

### **Article D.9. - Code of Ethics**

- D.9.1. The Employer and the Bargaining Unit acknowledge the responsibility of Employees to comply with the codes of ethics of their respective regulatory bodies.

### **Article D.10. – Redeployment Committee**

- D.10.1. The Employer and the Bargaining Unit jointly express a desire that departmental restructuring is implemented in a manner that balances the needs of service delivery, TDSB operations including budgetary constraints, and Employees.
- D.10.2. A Redeployment Committee of six (6) Bargaining Unit and six (6) Employer representatives will be established as soon as possible following the ratification of this Agreement.
- D.10.3. The Employer and the Bargaining Unit agree to implement the process outlined in this Article in the event of departmental restructuring.
- D.10.4. The process will be initiated when the Employer approves restructuring of a department affecting Bargaining Unit Employees.
- D.10.5. The Redeployment Committee will discuss strategies to implement the departmental restructuring, resulting from the amalgamation of the Predecessor Boards which affects Bargaining Unit Employees, while seeking the goals outlined in D.10.1 including, though not limited to:
- D.10.5.1. methods to reduce the number of changes and disruptions to the operations of the Board;
  - D.10.5.2. methods to ensure the best service delivery for the students and families served by the TDSB;
  - D.10.5.3. alternatives to layoffs;

- D.10.5.4. implementation issues arising from any early leaving plans;
- D.10.5.5. discussing consistent job titles and job descriptions across the entire TDSB;
- D.10.5.6 such other matters as the Redeployment Committee agrees will assist in addressing redeployment issues.
- D.10.6. The Redeployment Committee shall make recommendations on matters discussed by the Redeployment Committee. Such recommendations will be considered by the Employer.

## **Article D.11. – Categories of Employees**

### **D.11.1. Permanent:**

- D.11.1.1 Full-time: an Employee hired on a permanent basis five (5) days per week for the work year.
- D.11.1.2 Part-time: an Employee hired on a permanent basis for less than five (5) days per week.

### **D.11.2. Temporary Contract:**

- D.11.2.1. an Employee engaged for a specific period of greater than twenty (20) working days and less than the equivalent of two (2) school years

### **D.11.3. Occasional:**

- D.11.3.1. an Employee engaged on a per diem basis to undertake specific short-term duties or to replace a Permanent Employee absent for a period of not more than 20 consecutive working days.
- D.11.3.1.1. on the twenty-first (21<sup>st</sup>) day of an assignment, the Employee will be considered as Temporary.

## **Article D.12. – Hours of Work**

- D.12.1. The normal workweek shall be 35 hours per week (exclusive of a lunch period), Monday to Friday inclusive.
- D.21.2. With input from the Bargaining Unit, the Employer shall develop a letter for annual distribution to Principals outlining working conditions for Child and Youth Workers who are program-based.

## **Article D.13. – The Work Year**

- D.13.1. The normal work year for Employees paid in Categories I-IV (grid effective September 1, 2001) of Appendix A shall be one hundred and ninety-four (194) days plus five (5) days; these five (5) days shall be scheduled by the Employer in consultation with each individual Employee.
- D.13.2. The normal work year for Employees paid in Category V (grid effective September 1, 2001) of Appendix A shall be one hundred and ninety-four (194) days.

## **Article D.14. – Vacation and Paid Holidays**

- D.14.1. Salaries paid under this Agreement and listed in Appendix A include vacation pay and paid holiday pay for the following holidays:
- |                  |              |
|------------------|--------------|
| Christmas Day    | Boxing Day   |
| New Year's Day   | Good Friday  |
| Easter Monday    | Victoria Day |
| Canada Day       | Labour Day   |
| Thanksgiving Day |              |
- and other such days as may be specifically declared by by-law or statute.
- D.14.1.1. In addition, each Employee shall receive one (1) additional paid holiday from work in each calendar year to be designated by the Employer as follows:
- D.14.1.1.2. for an Employee assigned to a specific school or specific program location: in consultation with the Principal or Supervisor (*Note: These Employees are encouraged to schedule this day on one of the designated Professional Development Days, excluding the date chosen as the PSSP Professional Development Day*)

D.14. 1.1.3. for an Employee assigned regionally: in consultation with his/her Regional Co-ordinator.

### **Article D.15. – Health and Safety**

D.15.1. The Employer recognizes its obligations under the Occupational Health and Safety Act, R.S.O. 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 Bargaining Unit.

D.15.2. The Bargaining Unit's representatives on any joint Health and Safety Committee shall be granted leave to attend meetings without loss of salary or benefits.

### **Article D.16. – Self-Funded Leave Plan**

D.16.1. The Self-Funded Leave Plan shall be as set out in Appendix E.

## PART E – EMPLOYEE BENEFITS

### **Article E.1 – Leaves of Absence Without Pay**

#### **E.1.1. General**

- E.1.1.1. A permanent full-time or part-time Employee may request a leave of absence without pay and without loss of seniority. Such request shall be in writing and may be approved by the Employer. Such approval shall not be unreasonably withheld. Employees who are granted leave of absence or who are placed on such a leave of absence, without pay, in excess of fifty (50) continuous working days, shall not earn or receive benefits, sick credits, vacation credits or wages, salary or other compensation during the period of such leave of absence except as set out in this Agreement or as otherwise required under the Employment Standards Act. An Employee entitled to such leave in excess of fifty (50) continuous working days, shall have the option of continuing coverage of all benefit plans at full cost to the Employee.
- E.1.1.2. Each year, the Employer will advise Employees on information regarding timelines for application and criteria.
- E.1.1.2.1. As part of the leave approval process, the Employee agrees to advise the Employer by a date designated annually of his/her intention to return to work following the leave period. If no such advice is received by the Employer, the Employee will be deemed to be returning to work on the scheduled return date.
- E.1.1.3. As part of the annual communication process regarding leaves of absence, Employees will be advised of their responsibilities for securing information respecting credit for pension purposes and payments when on leave for any reason.

#### **E.1.2. Pregnancy Leave**

- E.1.2.1. ***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.
- E.1.2.2. ***When leave may begin*** – An Employee may begin pregnancy leave no earlier than seventeen (17) weeks before the expected birth date.
- E.1.2.3. ***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.

- E.1.2.4. **Special circumstances** – Clause E.1.2.3. 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.
- E.1.2.5 **Notice in special circumstances** – An Employee described in E.1.2.4. 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.
- E.1.2.6. **End of pregnancy leave if parental leave available** – The pregnancy leave of an Employee who is entitled to take parental leave, ends seventeen (17) weeks after the pregnancy leave began.
- E.1.2.7. **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.
- E.1.2.8. **End of pregnancy leave on Employee notice** – The pregnancy leave of an Employee ends on a day earlier than the day provided for in E.1.2.6. or E.1.2.7. if the Employee gives the Employer at least four (4) weeks written notice of that day.
- E.1.2.9 Nothing herein precludes an Employee from receiving sick leave pay, if eligible for such and 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.
- E.1.2.10. For information regarding payment of contributions to benefit plans and seniority during Pregnancy Leaves, please see Article E.1.4.

### E.1.3. **Parental Leave**

*Note: The following provisions regarding length of Parental Leave apply to Employees who became new parents of a child who was born or first came into their care on or after December 31, 2000.*

- E.1.3.1        **Eligibility** – An Employee who has been employed by his or her Employer for at least thirteen (13) weeks before the date the Employee’s leave is expected to start and who is the parent of a child is entitled to a leave of absence without pay following:
- E.1.3.1.1        the birth of the child; or
- E.1.3.1.2        the coming of the child into the custody, care and control of the Employee for the first time.
- E.1.3.2.        **Restriction on when leave may begin** – Parental Leave may begin no more than fifty-two (52) weeks after the day the child is born or comes into the Employee’s custody, care and control for the first time.
- E.1.3.3        **When mother’s parental leave may begin** – Parental leave of an Employee who takes a pregnancy leave must begin when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.
- E.1.3.4        **Notice** – The Employee must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- E.1.3.5        **Special circumstances** – Clause E.1.3.4. 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.
- E.1.3.6        **End of parental leave** – Parental leave ends thirty-five (35) weeks after it began if the Employee also took pregnancy leave and thirty-seven (37) weeks after it began otherwise, or on an earlier day if the Employee gives the Employer at least four (4) weeks written notice of that day.
- E.1.3.7        **Change of notice to begin leave** – An Employee who has given notice to begin pregnancy leave or parental leave may change the notice:
- E.1.3.7.1        to an earlier date if the Employee gives the Employer at least two (2) weeks written notice before the earlier date; or
- E.1.3.7.2        to a later date if the Employee gives the Employer at least two (2) weeks written notice before the date the leave as to begin.

- E.1.3.8. ***Change of notice to end leave*** – An Employee who has given notice to end the leave may change the notice:
- E.1.3.8.1 to an earlier date if the Employee gives the Employer at least four (4) weeks written notice before the earlier date; or
  - E.1.3.8.2 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.
- E.1.3.9. 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.

#### **E.1.4. Benefits and Seniority During Pregnancy and Parental Leave**

- E.1.4.1. The Employer will continue to pay its share of contributions, to a maximum of fifty-two (52) 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.
- E.1.4.2. Seniority will continue to accrue during Pregnancy and/or parental leave.
- E.1.4.3. 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.
- E.1.4.4. A permanent full-time or part-time Employee granted pregnancy or adoption leave and who complies with the requirements of Appendix B shall be compensated in accordance with Appendix B for the two (2) week waiting period for Employment Insurance Benefits.
- E.1.4.5. 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.

#### **E.1.5. Infant Care/Child Care Leave**

- E.1.5.1. A permanent full-time or part-time Employee eligible for Parental Leave under E.1.3. may apply for Infant Care/Child Care Leave.
- E.1.5.2. 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:

- E.1.5.2.1 the mother, up to fifty-two (52) additional weeks immediately following the combined pregnancy and parental leave; or
- E.1.5.2.2 the father, up to sixty-seven (67) additional weeks immediately following the parental leave.
- E.1.5.3 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.
- E.1.5.4 In the application for Infant Care/Child Care Leave a permanent full-time or part-time 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.
- E.1.5.5 Once Infant Care/Child Care Leave has been granted it shall not be extended.
- E.1.5.6 Once Infant Care/Child Care Leave has been granted, it shall not be rescinded except at the discretion of the Director of Education.
- E.1.5.7 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.
- E.1.5.8 An Employee who has received benefits under the provisions of Appendix B 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.

#### **E.1.6. Benefits and Seniority During Infant Care/Child Care Leave**

- E.1.6.1 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.
- E.1.6.2 Seniority shall accrue during Infant Care/Child Care Leave.
- E.1.6.3 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.

**E.1.7. Returning To Work From Pregnancy and/or Parental and/or Infant Care/Child Care Leaves**

E.1.7.1 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 C.2. of this Collective Agreement.

**E.1.8. Leave for Bargaining Unit or Federation Business**

E.1.8.1 An Employee who is elected or selected for a full-time position with the Bargaining Unit or Federation shall be granted a full-time leave of absence by the Employer without salary and benefits and without loss of seniority. Such leave shall be renewed each year, on request, during his/her term of office. In no event can more than two Employees be on such leave at any one time.

E.1.8.1.1 During leaves of absence described in E.1.8.1., the Employee's regular rate of salary (including allowances) and insured benefits shall be continued by the Employer and the Federation will reimburse the Employer for such costs. The Employer will make arrangements with the Bargaining Unit regarding sick leave credit allotments.

E.1.8.1.2 The Bargaining Unit shall notify the Employer of the names of members to receive such Bargaining Unit or Federation leave. Reasonable notice of such leave will be provided.

**Article E.2. – Insured Employee Benefits**

E.2.1 For the purposes of this Article, an eligible Employee is an Employee who is at work or on an approved leave of absence with pay or an Employee who is on an unpaid absence from work for fifty (50) continuous normal working days or less or where an Employee is eligible under Statute.

E.2.2 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.

### **E.2.3 Benefit Eligibility**

- E.2.3.1. Article E.2 does not apply to occasional Employees.
- E.2.3.2. Temporary full-time and part-time Employees in positions of greater than four (4) months duration shall be eligible to participate in the Semi-Private Hospital Plan, the Extended Health Care Plan, and the Dental Care Plan; the premium cost paid by the Employer for a part-time temporary Employee shall be determined in accordance with clause E.2.3.3.1..
  - E.2.3.2.1. Notwithstanding E.2.3.2. above, Temporary Employees who are already enrolled in the Board's Benefit Plans as a result of Article E.2.4. – Provision for Retired Employees should contact Human Resources – Employee Benefits, at the time of hire to a temporary contract, to review any implications involved in choosing benefits under different plan arrangements. The Employer shall provide a written notice to retired members who have applied for a temporary position of such implications
- E.2.3.3. Part-time Employees shall be entitled to participate in the Insured Employee Benefit plans that are available to full-time Employees.
  - E.2.3.3.1 The portion of the premium cost paid by the Employer for a part-time Employee shall be determined as follows:  
$$\frac{\text{part time regularly scheduled hours}}{\text{full-time regularly scheduled hours}} \times \text{Employer share of the cost for a full-time Employee}$$
  - E.2.3.3.2 The Employee shall pay the remainder of the premium cost.

### **E.2.4 Provision for Retired Employees**

- E.2.4.1 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.
  - E.2.4.1.1 The retired Employee shall pay the full cost of the benefits premiums.

### **E.2.5 Semi-Private Hospital Plan**

- E.2.5.1 The Employer shall contribute one hundred percent (100%) of the premium cost of the Semi-Private Hospital Care plan for all eligible, full-time Employees who have enrolled in coverage under the plan.

### **E.2.6 Extended Health Care Plan**

- E.2.6.1 The Employer shall contribute one hundred percent (100%) of the premium cost of an Extended Health Care plan with a calendar year deductible feature of \$25.00 per individual and \$50.00 per family for all eligible full-time Employees who have enrolled in coverage under the plan.

- E.2.6.2 Subject to the above deductible, effective the first day of the second month following ratification, the Plan also includes:

- E.2.6.2.1 hearing aid benefits to a maximum of \$500.00 per person per three (3) year period;

- E.2.6.2.2 eyeglasses or contact lenses to a maximum of \$200 per two (2) year period.

### **E.2.7 Dental Care Plan**

- E.2.7.1 The Employer shall contribute ninety percent (90%) of the premium cost of a Dental Care plan for all eligible full-time Employees who have enrolled in coverage under the plan.

- E.2.7.2 The Dental Care plan shall include the following provisions:

- E.2.7.2.1 a Basic plan reimbursed at one hundred percent (100%) of the designated Schedule of Fees with a maximum of \$5,000.00 per person per calendar year.

- E.2.7.2.2 an optional Major Restorative and Orthodontic plan reimbursed at the following levels of the designated Dental Fee Guide:

- E.2.7.2.2.1 eighty percent (80%) of eligible major restorative services subject to a maximum, when combined with the basic plan,

of \$10,000.00 per person per calendar year;

- E.2.7.2.2.2 fifty percent (50%) of eligible orthodontic services with a maximum of \$1,000.00 per person per calendar year, subject to a lifetime maximum of \$2,000.00.
- E.2.7.3 Effective the first day of the second month following ratification, benefits will be based on the 1997 Ontario Dental Association Fee Guide for General Practitioners and the benefit level shall be amended to pay for a routine dental visit not more than once every nine months.

#### **E.2.8. Group Life Insurance Plan**

- E.2.8.1 The Employer shall contribute one hundred percent (100%) of the cost of the first \$35,000 of Group Life Insurance coverage, plus seventy-five percent (75%) of the cost of coverage amount elected by the plan member over the first \$35,000 up to the plan maximum indicated below for all eligible full-time Employees.
- E.2.8.2 The Group Life Insurance plan will provide optional coverage amounts subject to a minimum of \$35,000 and a maximum of \$160,000 for all eligible full-time Employees who have enrolled in coverage.

#### **E.2.9. Long Term Disability Plan**

- E.2.9.1 The Employer shall contribute one hundred percent (100%) of the premium cost of the Long Term Disability plan for all eligible full-time Employees who have enrolled in coverage.
- E.2.9.2. Effective the first day of the second month following ratification, a new Employee will be subject to a six (6) month eligibility waiting period prior to enrolment in the Long Term Disability plan.
- E.2.9.3. The Long Term Disability plan provides seventy percent (70%) of normal earnings.
- E.2.9.4 Upon approval of the application for benefits under the Long Term Disability plan, benefits will be based on the Employee's salary as of six months from the onset of disability.
- E.2.9.5 Benefits under the Long Term Disability plan shall include annual adjustments effective January 1, for Employees who have received

twenty-four (24) payments in the period prior to January 1. The formula for adjustment shall be C.P.I. (Canada Wide 1986 = 100)\* from September to September minus one percent (1%) with a maximum adjustment to payments of four percent (4%) in any one year. There will be no "double indexing".

- E.2.9.6 Subject to the approval of the insurance companies, and, if there is no increased cost to the Employer, the Employer's share of the premium cost of the Semi-Private Hospital Care and the Extended Health Care benefit plans will be continued during the period that an Employee is receiving benefits under the Long Term Disability Plan, provided the Employee had such coverage prior to the onset of disability.
- E.2.9.7 In order to maintain benefits under the Long Term Disability plan, the Employee must co-operate with a reasonable and customary treatment plan related to the disability condition when such a treatment plan is recommended by the Plan Administrator and approved by the attending physician.

#### **E.2.10 Employment Insurance Commission Rebate**

- E.2.10.1. In consideration of the provision of the Employee benefits package, the Union, on behalf of the Employees, releases the Employer from any obligation it might have hereafter to pay to Employees an employment insurance commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall be used by the Employer to defray part of the costs of this section.
- E.2.10.2. As soon as administratively feasible, the Employer shall send an accounting of how the Employment Insurance Rebates were applied against the cost of benefits for the Bargaining Unit.

### **Article E.3. - Pension**

- E.3.1. The pension schemes presently in force shall be continued and participation will be mandatory for all Permanent Employees with any required Employee contributions, if applicable, being deducted through bi-weekly payroll deduction.
- E.3.1.1. Employees who are not permanent and who are eligible to enroll in the Ontario Municipal Employees Retirement System shall be given the opportunity to do, subject to the requirements set out in

Pension Benefits Act.

- E.3.1.2. Employees who are not permanent and who are required to enroll in the Ontario Teachers' Pension Plan shall be enrolled at the time of hire to a temporary contract.

**Article E.4. – Sick Leave Plan**

**E.4.1. Permanent Employees**

- E.4.1.1 The Sick Leave Credit and Gratuity Plan included in Appendix C shall apply to eligible full-time Employees. The Sick Leave Credit and Gratuity plan shall apply to eligible part-time Employees on a pro-rated basis.

**E.4.2. Temporary Employees**

- E.4.2.1 Temporary Employees appointed for a full Work Year on a full-time basis shall be credited with two (2) sick leave credits per month which may be used for absence with pay due to illness; such sick leave credits shall be cumulative from month to month to a maximum consistent with that available to Permanent Employees. The use of sick leave credits ceases at the end of the term of the assignment of a Temporary Employee.
- E.4.2.1.1. Temporary Employees who work for less than a Work Year and/or less than full-time shall be credited with a pro-rated equivalent.

**IN WITNESS WHEREOF** the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this \_\_\_\_\_ day of \_\_\_\_\_, 2001.

**The Toronto District School Board**

Chair

Director of Education and Secretary-Treasurer

**Unit A (Ontario Secondary School Teachers' Federation representing  
The Professional Student Services Personnel Bargaining Unit,  
District 12)**

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President

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Chief Negotiator

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OSSTF Provincial Officer



## Appendix A

### Schedule of Wages

<i>SEPTEMBER 1, 2000 - AUGUST 31, 2001</i>						
<b>STEP</b>	<b>CATEGORY <i>I</i></b>	<b>CATEGORY <i>II</i></b>	<b>CATEGORY <i>III</i></b>	<b>CATEGORY <i>IV</i></b>	<b>CATEGORY <i>V</i></b>	<b>CATEGORY <i>VI</i></b>
0	47,140	43,124	38,336	37,485	40,469	28,761
1	49,676	45,455	40,383	39,501	42,260	30,025
2	52,211	47,770	42,462	41,517	44,051	31,289
3	54,747	50,101	44,510	43,549	45,827	32,553
4	57,299	52,432	46,589	45,549	47,633	33,832
5	59,834	54,731	48,636	47,581		35,097
6	62,386	57,062	50,715	49,597		36,361
7	64,922	59,378	52,763	51,613		37,625
8	67,457	61,709	54,842	53,629		
9	69,993	64,040	56,889	55,661		
10	72,529	66,355	58,968	57,661		

<i>SEPTEMBER 1, 2001 - APRIL 30, 2002</i>					
<b>STE <i>P</i></b>	<b>CATEGORY <i>I</i></b>	<b>CATEGORY <i>II</i></b>	<b>CATEGORY <i>III</i></b>	<b>CATEGORY <i>IV</i></b>	<b>CATEGORY <i>V</i></b>
0	47,801	43,722	38,871	38,005	29,167
1	50,369	46,085	40,950	40,052	30,446
2	52,936	48,431	43,061	42,100	31,725
3	55,519	50,810	45,140	44,163	33,005
4	58,102	53,172	47,234	46,179	34,299
5	60,669	55,503	49,313	48,242	35,593
6	63,252	57,866	51,424	50,290	36,873
7	65,835	60,212	53,503	52,337	38,152
8	68,402	62,575	55,613	54,385	
9	70,970	64,937	57,692	56,432	
10	73,537	67,284	59,787	58,464	

**MAY 1, 2002 - AUGUST 30, 2002**

<b>STE P</b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>CATEGORY III</b>	<b>CATEGORY IV</b>	<b>CATEGORY V</b>
0	48,274	44,163	39,265	38,383	29,453
1	50,873	46,541	41,360	40,446	30,747
2	53,471	48,920	43,486	42,525	32,041
3	56,070	51,314	45,596	44,604	33,336
4	58,685	53,708	47,707	46,636	34,645
5	61,283	56,054	49,802	48,731	35,954
6	63,882	58,448	51,944	50,794	37,249
7	66,497	60,811	54,038	52,857	38,528
8	69,080	63,205	56,165	54,936	
9	71,678	65,583	58,275	56,999	
10	74,277	67,961	60,386	59,047	

**AUGUST 31, 2002**

<b>STE P</b>	<b>CATEGORY I</b>	<b>CATEGORY II</b>	<b>CATEGORY III</b>	<b>CATEGORY IV</b>	<b>CATEGORY V</b>
0	48,510	44,384	39,454	38,572	29,603
1	51,125	46,778	41,564	40,651	30,898
2	53,739	49,172	43,706	42,746	32,207
3	56,354	51,566	45,817	44,825	33,501
4	58,984	53,975	47,943	46,872	34,826
5	61,583	56,338	50,054	48,967	36,135
6	64,197	58,748	52,196	51,046	37,429
7	66,827	61,110	54,306	53,125	38,724
8	69,426	63,520	56,448	55,204	
9	72,041	65,914	58,574	57,283	
10	74,655	68,308	60,685	59,346	

**NOTES:**

1. Employees may only move from one Category to another Category through a promotion approved by the Employer.
2. Step Placement in Category V beyond step 4 will take place only through the annual increment process.
3. Progression beyond Step 6 of Category IV for those Employees in the process of obtaining the minimal educational qualifications for their positions will take place only upon successful completion of those educational qualifications.
4. Those Employees noted in B1.2.1. shall receive a lump sum equal to 1.95% in lieu of the September 1, 2000 grid increase.
5. On December 15, 2001, Employees will receive a 0.75% lump sum payment.

Category I Doctorate is a requirement of the Employer for the position.

Category II Masters is a requirement of the Employer for the position.

### **Notes re Category Placement for Job Classifications**

For newly-hired Employees, the job classifications will be placed as follows:

Attendance Counsellors	Category IV
Child and Youth Workers	Category V
Educational Audiologists	Category II
Multilingual Consultants	Category II
Occupational Therapists	Category III
Physical Therapists	Category III
Psychologists (doctorate)	Category I
Psychological Associates	Category II
Psycho-Educational Consultants	Category II
SALEP Workers	Category IV
School Counsellors	Category IV
Social Workers	Category II
Speech Language Pathologists	Category II
Student Program Workers	Category IV
Youth Counsellors – Secondary	Category IV

## **Appendix B**

### **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 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. The following additional provision shall apply: For up to 15 weeks following the two week waiting period under 7. above the benefit level paid under the plan shall be \$75.00 per week providing the Employee remains in receipt of E.I. benefits as set out under 4. above.
  
9. In accordance with current employment insurance regulations the Employer shall inform the Human Resources Development Canada of any changes in the SEB plan and, subject to review by Human Resources Development Canada, the duration of this plan as set out above shall continue for the term of this Agreement.

**Appendix C**  
**Sick Leave Credit and Gratuity Plan**  
**Non-Teaching employees**

**PART I – General**

1. In this Plan,
  - (a) "Board" means the Toronto District School Board.
  - (b) A "Credit" means a sick leave credit entitling an employee or part-time employee to be paid his/her salary or part-time salary respectively for one day under the provisions of this Plan during his/her absence from duty.
  - (c) "Director" means the Director of Education and Secretary-Treasurer for the Board.
  - (d) The "Working Year" shall commence on the first day of September.
  - (e) "Basic Salary" means salary as per relevant schedule or Collective Agreement, exclusive of overtime and is prorated for half-time employees.
  - (f) "Predecessor Board" means, The Board of Education for the Borough of East York, The Board of Education for the City of Etobicoke, The Board of Education for the City of North York, The Board of Education for the City of Scarborough, The Board of Education for the City of Toronto, The Board of Education for the City of York, or The Metropolitan Toronto School Board.
2. Subject to the final authority of the Board, the administration of the Plan shall be vested in the Director or designate.
3. The Director or designate shall in accordance with the terms of the Plan have power to do and perform all things necessary for the conduct of the Plan, including the power to allow or disallow any Credits or deductions thereof and to compute upon severance of employment the number of Credits to which the Employee is entitled.
4. (a) The Director or designate shall be responsible for keeping a record of accumulated Credits and deductions therefrom.
  - (b) Credits shall be recorded in an Employee's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.
5. (a) Those included in the Plan shall be:
  - (i) all employees of the Board on the permanent or probationary staff;

- (b) Those not included in the Plan shall be:
  - (i) persons employed on an occasional basis or as summer employees;
  - (ii) persons employed on a day-to-day basis or temporary employees.
- 6. Subject to the provisions in Part VI relating to Special Leave.
  - (a) At the beginning of each Working Year there shall be placed in the sick leave account of each Employee on the permanent or probationary staff on a Working Year of twelve months, twenty-four credits, and on a working year of less than twelve (12) months a prorated number of credits.
  - (b) At the beginning of his/her employment there shall be placed in the sick leave account of each Employee on the permanent or probationary staff whose employment commences after the beginning of the Working Year the number of Credits equal to that proportion of the total number of Credits for a full Working Year that the working time remaining in that Working Year bears to the total working time in the year.
  - (c) An Employee absent from duty for a complete Working Year because of personal illness shall be entitled to a full sick leave Credit for that year except as otherwise provided in a Collective Agreement or Board policy. An Employee absent for a Working Year for reasons other than personal illness shall not receive any sick leave Credits during the year.
- 7. The Credits of each Employee on the permanent or probationary staff shall be accumulated in his/her sick leave account from year to year.
- 8. To the extent that an Employee is entitled to benefits under a Statute in respect of the right to receive payment during absence due to illness or dental condition, he/she shall not be entitled to the same benefits under the Plan.

## **PART II - Credits from Previous Plans and Transfers**

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

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

### **PART III - Absence Due to Illness with Deductions from Credits**

- 13.(a) Absence for illness of the Employee for a period of five (5) consecutive working days or less may be certified by the official of the Board in charge of the appropriate department.
  - (b) Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner, a licensed chiropractor or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases there may be exemptions at the discretion of the Director or designate.
11. Where an Employee is absent for illness for more than twenty (20) consecutive working days, the Director or designate may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Employee shall be entitled to payment under the Plan.
12. The Director or designate may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery or may appoint a medical practitioner or licentiate of dental surgery at the Board's expense.
13. As soon as possible, an Employee who is absent from duty due to illness, injury or



dental condition shall notify the Board of the date at which the Employee plans to return to duty.

14. Should the Employee have obtained a certificate indicating that the Employee is medically fit to resume duty, the Employee shall so notify the Board.
15. Subject to the provisions respecting the Workplace Safety and Insurance Board as outlined in Section 19, a Credit shall be deducted from an Employee's sick leave account for each day of absence due to illness or dental condition for which the Employee's salary is paid, and no salary payments shall be made to an Employee for his/her absence due to illness or dental condition beyond the number of Credits in his/her sick leave account.
16. Subject to the provisions relating to the Workplace Safety and Insurance Board, each Employee who is absent from duty due to illness or dental condition shall be paid for each day of absence the basic salary which he/she would have been entitled to receive for that day to the extent of the Credits in his/her account.
17. Nothing herein precludes an Employee from receiving sick leave pay if absent because of complications arising out of her pregnancy or post delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

#### **PART IV - Absence With Payment Under the Workplace Safety and Insurance Act**

21. Where an Employee is absent by reason of incapacity on account of an accident occurring while on duty and an award is made under the provisions of the Workplace Safety and Insurance Act,
  - (a) such Employee shall be entitled to receive payment under the Plan of the difference between his/her basic salary and the amount of such award but only to the extent of the credits in his/her account; and,
  - (b) there shall be no deduction of credits for payments made under the provisions of the Workplace Safety and Insurance Act but such payments made under 19(a) above shall result in deductions from Credits calculated as follows:
    - (i) calculate the daily Basic Salary of the injured Employee and the daily award of the Workplace Safety and Insurance Board; then
    - (ii) express the difference between the daily Basic Salary and the Workplace Safety and Insurance Board daily award as a percentage (to two decimal points) of the daily Basic Salary; and
    - (ii) calculate the Credits to be deducted by multiplying the resulting percentage as calculated in (ii) above by the number of working days absent from

work and charge these days against the Credits in the Employee's account. (Deductions to be made to the nearest half day.)

#### **PART V - Special Leave**

22. No Credits shall be placed in, deducted from or accumulated in the account of an Employee in respect of that period of absence from duty for Special Leave.

#### **PART VI - Sick Leave Credit Gratuities**

23. A sick leave Credit gratuity shall be paid:

- (a) to an Employee who retires and is eligible to receive a normal or early pension or annuity according to the terms and conditions under the Ontario Municipal Employees' Retirement System or the Ontario Teachers' Pension Plan;
- (b) to an Employee who becomes totally and permanently disabled from performing the duties of his/her employment with the Board;
- (c) to a named beneficiary or to the estate of an Employee who dies while in the employment of the Board;

and the amount of such sick leave Credit gratuity shall be calculated as hereinafter provided.

24. The sick leave Credit gratuity to be paid shall be equal to two percent (2%) of the final basic annual salary of the Employee at the time of his/her retirement, disability or death, multiplied by the number of full years' service with the Board or Predecessor Board, provided that the amount of such payment shall not exceed the Statutory limit. For Employees on a Working Year of 10 months this Statutory limit would be the lesser of:

- (a)  $\frac{\text{employee's annual salary} \times \text{Accumulated Sick Leave}}{200} \times 1/2$
- (b) annual salary x 1/2

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

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

25. Such sick leave Credit gratuity shall be reduced by any monies which an Employee received as a service gratuity (plus accrued interest at six percent (6%) compounded semi-annually from the date of payment of the gratuity) from any predecessor Board.

26. For the purpose of calculating the amount of a sick leave Credit gratuity, only

Credits earned by the Employee during employment with the Board or Predecessor Board shall be taken into account. Credits accumulated from other employment will be used first in the case of illness but will not be used in the calculation of the gratuity.

27. The service gratuity plan in force in the Predecessor Boards of North York and Toronto prior to January 1, 1972, will remain in force in perpetuity for all those employed by a Predecessor Board prior to January 1st, 1972.

### **MISCELLANEOUS LEAVE**

1. Application for miscellaneous leave shall be made to the Director or designate. Such application shall be made in writing at least ten (10) working days prior to the day for which the leave is requested.
2. The Director of Education or designate may grant miscellaneous leave up to a maximum in any one year of five (5) days to an Employee on a working year of less than twelve months, and six (6) days to an Employee on a working year of twelve months, without loss of salary but with deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan for the purpose of:
  - (a) attending the graduation of a husband, wife, son or daughter, parent or grandchild from a recognized post secondary institution,
  - (b) attending an adult drama or music festival in which the Employee is a participant,
  - (c) attending trustee or other relevant conventions when the Employee is a trustee in another municipality or is a member of a municipal council,
  - (d) participating in tournaments or athletic track and field meets related to Olympic Games, or finals of national competitions approved by the Employer,
  - (e) moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Director or designate, limited to once during the school year,
  - (f) caring for a member of the Employee's immediate family in a case of serious illness when the employee has been unable to obtain other proper care for such member,
  - (g) attending the funeral of a close relative or close friend,
  - (h) attending as President or Senior Executive Officer at approved convention, meeting or other function of a lodge, service club, Church Council, alumni association or recognized community organization,

- (i) observing religious Holy Days,
  - (j) a father attending the birth of the father's child,
  - (k) under special circumstances for reasons approved by the Director or designate;
  - (l) when adoption leave is not taken and circumstances require the Employee to be present during the adoption procedure.
3. An absence of up to three (3) days without loss of salary and sick leave credits shall be granted an Employee at the time of the death of a member of his/her immediate family. The immediate family shall be defined to include parents, parents-in-law, spouse, children, brothers, sisters, grandparent and grandchild. Under special circumstances for reasons approved by the Director or designate, additional days may be granted required for traveling time or other special circumstances.
4. The Director or designate may grant miscellaneous leave, other than that limited to five (5) or six (6) days in paragraph 2 hereof without loss of salary and without deductions from "Credits" accumulated under the Board's Sick Leave Credit and Gratuity Plan, for the purpose of:
- (a) writing university or similar examinations,
  - (b) attending the employee's own graduation, or
  - (c) quarantine or other order of the medical health authorities,
  - (d) jury duty or duty as a witness in any court to which he/she had been summoned in any proceedings to which he/she is not a party or one of the persons charged but Credits may be deducted for absence as provided in the Board's regulations governing Miscellaneous Leaves, or
  - (e) under special circumstances for reasons approved by the Director or designate.

## **Appendix D**

### **List of Inactive Job Classes**

#### **Job Classes Currently Inactive within the Bargaining Unit**

Alternative Counsellors  
Assistant Attendance Counsellors  
Associate Social Workers  
Behaviour Resource Counsellors  
Change Your Future Counsellors  
Change Your Future Initiatives Co-ordinators  
Child and Youth Counsellors  
Court Liaison Workers  
Educational Child and Youth Workers  
Psycho-educational Associates  
Streetworkers  
Team Co-ordinators of Psychology  
Team Co-ordinators of Social Work  
Youth Alienation Project Advisor

The parties agree that should these inactive job classes become active, or others become employed in new job classes performing the duties of these job classes, the Bargaining Unit is recognized to represent the Employees in these job classes.

## **Appendix E**

### **Self-Funded Leave Plan**

**Note: The details of this Self-Funded Leave Plan are subject to the approval of Canada Customs and Revenue Agency (CCRA) (formerly known as Revenue Canada) prior to implementation.**

This Plan is designed to provide continuing Employees with an opportunity for paid leave and is not established to provide benefits to persons on or after retirement.

1. This Plan shall be open to all Permanent Employees.
2. An Employee who wishes to participate in the Plan shall make application by February 28 for a Plan commencing the following September 1<sup>st</sup> and ending August 31<sup>st</sup> or by June 30<sup>th</sup> for a Plan commencing the following January 1<sup>st</sup>, whenever is appropriate.
  - a. Notwithstanding clause 2. above, Employees shall only be permitted to commence their leave September 1<sup>st</sup> to August 31<sup>st</sup>.
3. The Employer may accept or reject an Employee's application for the Leave Plan.
4. A maximum of seven (7) Permanent 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 two (2) Employer and up to two (2) Bargaining Unit representatives shall be convened to design the implementation process for the Plan and to prepare the guidelines to be used for the selection of applicants.
  - b. In preparing selection guidelines for applicants to the Plan, the Implementation Committee shall take into consideration the following items:
    - (i) seniority
    - (ii) job function
    - (iii) previously-taken leaves of absence (excluding Pregnancy/ Parental Leaves).
6. The Leave Plan shall be a four-over-five plan with the year of leave in the fifth year only.
7. The year of leave shall be for a twelve (12) month period commencing September 1<sup>st</sup> or January 1<sup>st</sup>, 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. Withdrawal at the option of the Employee is permitted by reason of extenuating circumstances. Payment of deferred funds upon withdrawal must be made within ninety (90) days of withdrawal.

9. An Employee on leave shall continue to accumulate seniority and experience for salary purposes and service for vacation entitlement only.
10. An Employee shall not accrue in the year of the leave period vacation or Sick Leave Credits.
11. In each of the four (4) years of the work period that the Employee works for the Employer, the Employee 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 leave plan, 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 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. if applicable, its contribution to the Pension Plan for contributions based on one hundred percent (100%) of the total salary.
13. In consideration of salary and the share of insured employee benefits which will be paid by the Employer during the leave period, as set out in paragraph 12 above, the Employee agrees to the reduced salary which will be paid by the Employer during the work period, as set out in paragraph 11 above.
14. Payments to the Employee during the leave period shall become due and be paid on the Employer's regular payroll dates. Payments must be completed by the end of the first taxation year after the leave is taken.
15. The Employer shall make:
  - a. the appropriate payroll deductions from the eighty percent (80%) payable

to the Employee for the balance of the cost of the insured employee benefits and shall make deductions for income tax purposes and other purposes as are required by law;

- b. the appropriate payroll deductions for the 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 issues, 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, or such other period if mutually agreed. If the leave period is postponed from the fifth year to a sixth year, payment of salary and employee benefits in the fifth year shall revert to 100%. When the postponed leave is actually taken in the sixth year, the Employer shall pay:

- a. eighty percent (80%) of the Employee's salary to the Employee; and
- b. one hundred percent (100%) of the cost of the Employee'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 Leave Plan before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Employee's estate. Payments of deferred funds upon death shall be made within ninety (90) days of such event.

18. If the Employee dies during the term of this Leave Plan after having commenced the leave period, the Employer shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Employer to the Employee's estate. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Employee's estate shall not be liable to pay this difference to the Employer. Payments of deferred funds upon death shall be made within ninety (90) days of such event.

19. If, as a result of accident, injury or illness, the Employee becomes permanently disabled during the term of this Leave Plan and, in the opinion of the Employer's doctor(s), is no longer medically fit to carry out the Employee's duties, this Leave Plan will be terminated forthwith and the Employer shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the Employer shall pay this difference to the Employee. Should the actual monies paid during the leave period exceed the actual



monies withheld during the work period, the Employee shall not be required to repay this difference to the Employer. Payments of deferred funds upon withdrawal because of accident or illness shall be made within ninety (90) days of such event.

20. In the event an Employee is granted a leave without pay during the term of this Leave Plan, the period of this Plan shall be extended by the length of the term of the leave without pay provided that the period covered by this Plan shall not exceed six years in any case.
21. No interest shall be payable by the Employer or by the Employee on any monies payable by either of them under this Leave Plan.
22. Should the Employee retire, resign or accept a position with the Employer but outside the Bargaining Unit, this Leave Plan shall terminate forthwith and any monies payable to either party shall be determined as set out in paragraph 19. Payments of deferred funds upon retirement, resignation or reassignment outside the Union shall be made within ninety (90) days of such event.
23. This Leave Plan shall not be construed as a guarantee of employment for the term of the Plan.
  - a. An Employee returning from leave shall be placed in a position equivalent to that occupied prior to taking leave.
  - b. The Employee shall return to regular employment with the Employer for one full year following the year of leave.

**Letter of Understanding**  
**Re: Work Space and Space Needs In Schools**

The Employer will ensure that Principals are aware of the need for suitable space for counselling, testing, parent meetings and other services provided by Bargaining Unit members.

The Employer will also endeavour to ensure that there is sufficient and suitable office space for all Employees who require such space.

**Letter of Understanding**  
**Re: Equipment**

The Employer will endeavour to provide technological equipment to Employees where such equipment is required to complete job functions.

**Letter of Understanding**  
**Re: Return to Work**

The Bargaining Unit will be consulted on the development of any Return to Work/Accommodation procedure applying to Employees.

**Letter of Understanding**  
**Re: Supervision of Students**

The Employer will advise Principals annually of procedures regarding the supervision of students, on a regular basis, in the absence of classroom teachers. The parties agree to discuss at the Labour-Management Committee any ongoing concerns of the Bargaining Unit that arise from this circumstance.

**Letter of Understanding**  
**Re: Pay Equity**

The parties shall establish a Joint Pay Equity Committee composed of six (6) Employer and six (6) Bargaining Unit representatives to review the existing pay equity plans applicable to the Employees in the Bargaining Unit 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 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.

**Letter of Understanding  
Re: Benefits Review Committee (BRC)**

A joint committee shall be established, consisting of three representatives from the Employer's administrative staff (one of whom shall be named a co-chair) and three representatives from the Bargaining Unit (one of whom shall be named a co-chair).

The joint committee shall be convened within one month following the date of ratification of this Collective Agreement.

The joint committee shall focus on cost containment, improvements and efficiencies in Insured Health Care Plans referred to in Article 29 for the term of this Collective Agreement and beyond.

The joint committee shall make its recommendations, including recommendations regarding an appropriate level of service, no later than October 31, 2001.

1. The Benefits Review Committee (BRC) shall endeavour with the support of the parties to make recommendations which, when implemented, will reduce the cost of Benefits. Any such savings will be projected on an annualized basis and, provided both parties agree on the amount of such projected savings, it is agreed that such savings will be applied in the following ways:
  - (a) 50% of such savings will be directed to updating the Ontario Dental Association (ODA) Schedule of Fees for General Practitioners from 1998 and, if possible, 1999;
  - (b) 50% of such savings will be directed to offsetting the Employer's projected increased costs in 2001/02 to maintain the existing Benefits;
  - (c) if any savings remain available after the achievement of (a) and (b) above, to further update the ODA Schedule to 1999.
2. The first report by the BRC shall be made by September 15, 2001. The parties agree to direct their representatives to explore the savings available by:
  - (a) removal of coverage for "over the counter" medications;
  - (b) a maximum dispensing fee;

- (c) reasonable limits on dental use;
  - (d) use of a smart card and/or pay direct card
  - (e) such other efficiencies and alterations as the BRC considers appropriate
3. If the BRC unanimously recommends changes to the Benefits Plans which, when implemented in their entirety, achieve Benefit Cost Savings, they will provide these recommendations to the Employer and to the Bargaining Unit. Thereafter, the parties may agree to amend the Collective Agreement by way of a Letter of Understanding to enable the Employer to:
- (a) implement the recommendations of the BRC;
  - (b) achieve and realize in respect of the 2001-02 school year the agreed Benefit Cost Savings
4. The BRC shall in the second year of the Collective Agreement continue with its mandate and shall report by April 15, 2002 to the parties so that their report may be considered in the negotiations for the renewal of this Collective Agreement.
5. The joint committee shall be provided with pertinent claims information as requested.
6. Both parties may have the assistance of a consultant at meetings of the BRC.

**Letter of Understanding  
Re Pay Schedule**

The Employer and the Bargaining Unit shall review the possibility of a 12-month pay schedule effective September 1, 2002.

**Letter of Understanding  
Re Workload**

The Employer shall endeavour to balance workload within each job classification in a reasonable and equitable manner.

**Letter of Understanding  
Re Discrepancy re September 1, 2000 – August 31, 2002 Collective Agreement**

In the event of a discrepancy between this document and the original ratified Memorandum of Settlement (signed March 7, 2000), the parties shall meet to resolve the issue.