

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

AND

CANADIAN UNION OF PUBLIC EMPLOYEES
LOCAL 1328



AFFECTING ADULT ENGLISH AS A SECOND LANGUAGE,
ADULT CITIZENSHIP AND ADULT LITERACY
INSTRUCTORS

JANUARY 1, 2005 – DECEMBER 31, 2007

12840 (03)

This Agreement signed on **22nd** day of **May, 2007**

BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD
(the “Board”)

OF THE FIRST PART

and

CUPE LOCAL 1328
(the “Union”)

AFFECTING ADULT ENGLISH AS A SECOND LANGUAGE,
ADULT CITIZENSHIP AND ADULT LITERACY INSTRUCTORS

OF THE SECOND PART

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ARTICLE 1

RECOGNITION

- 1.01 The Board recognizes the Union as the exclusive bargaining agent for all Adult English as a Second Language/LINC/Adult Citizenship Instructors and Adult Literacy Instructors employed by the Toronto Catholic District School Board in the City of Toronto, save and except supervisors and persons above the rank of supervisor, instructors who normally work less than 15 hours per week, and those persons for whom a trade union held bargaining rights on the date of application.
- 1.02 The term “Instructor(s)” shall mean “continuing education instructor” as defined in The Education Act RSO 1980, or LINC Instructor regardless of the qualifications including Ontario Teacher Qualifications which the employee may hold over and above those required by the Board for position of instructor.
- A “full-time” instructor means an instructor who is employed to instruct for twenty-five hours or more per week.
- A “part-time” instructor means an instructor who is employed to instruct for fifteen hours or more per week.
- 1.03 The word “employee” or “employees” wherever used in this Agreement shall mean any or all of the employees in the bargaining unit as defined above, except where the context otherwise provides.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.01 The Union acknowledges that it is the exclusive function of the Board to:
- i) maintain order, discipline and efficiency;
 - ii) hire, direct, classify, transfer, promote, demote, lay off and to discharge, suspend, or otherwise discipline employees for just cause, subject to the provision of this Agreement;
 - iii) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the employees; AND
 - iv) generally to manage, maintain and operate its school system in accordance with the laws of the Province of Ontario and the regulations made pursuant thereto.

- 2.02 The Union also acknowledges that all managerial rights, powers and authority of the Board shall be reserved to it except to the extent herein expressly limited and that the provisions of this Agreement are subject to the occupational requirements of the Roman Catholic Separate Schools with respect to creed, in accordance with the British North America Act, section 93.

ARTICLE 3

NO UNION ACTIVITY OR DISCRIMINATION

- 3.01 There shall be no solicitations of membership in any union or collection of union dues, assessments or fines or any union activity on any premises of the Board except as expressly permitted.
- 3.02 There shall be no discrimination by the Board or the Local Union or any employee against any employee because of membership or non-membership in any lawful union or lawful activity herein, or because of an individual's race, colour, sex, nationality, ancestry, place or origin or political affiliation.

ARTICLE 4

NO CESSATION OF WORK

- 4.01 Neither the Union, the Local Union, nor any employees shall take part in or call or encourage any strike, sit-down, slowdown, any suspension of work, picketing or other concerted or individual activity designed to restrict or limit the operations of the Board. In the event of any such activity, the Union and the Local Union, through its officers, representatives and stewards, will instruct the employees involved to return to work and perform their usual duties and, if advisable, resort to the grievance procedure provided herein. The Board shall not engage in any lockout of the employees. "Lockout" shall be as defined in the Labour Relations Act of Ontario.

Notwithstanding the foregoing, employees may strike and the Employer may lock out employees in accordance with the provisions of the Labour Relations Act of Ontario.

ARTICLE 5

UNION SECURITY

- 5.01 The Board shall deduct from each pay cheque in each month of every employee who is presently a member of the Union and of every new employee who has completed three (3) months from the date of last hiring a sum equal to the monthly dues as determined by the Local Union's by-laws. The Board shall remit such deduction to the Treasurer of the Union along with dues deductions and the list of salaries from which such dues are deducted together with a list of the names of the employees from whom such deductions were made, (five) 5 days after deductions were made.
- 5.02 The Board shall supply the Local Union, each May and November with an up-to-date computer disk containing the names, addresses and phone numbers then on file for each employee, unless the employee objects.

ARTICLE 6

UNION REPRESENTATION

- 6.01 The Local Union will elect a bargaining committee, in accordance to its by-laws, which shall be composed of not more than five (5) employees. In the event of a vacancy on this Committee, the Local Union may appoint or select a member to fill this position. Such committee, together with the President of the Local Union, shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement. The National Representative may form part of the committee.
- 6.02 The Local Union may also appoint or otherwise select four (4) stewards, one of whom may be designated as the Grievance Officer, as follows:
- one (1) steward to represent employees engaged in North York,
 - one (1) steward to represent employees engaged in Etobicoke/York,
 - one (1) steward to represent employees engaged in Toronto, and
 - one (1) steward to represent employees engaged in Scarborough/East York.

- 6.03 A steward's function shall be to assist an employee in the preparation and presentation of grievances. A steward, with the prior permission of his/her immediate supervisor (such permission not to be unreasonably withheld), shall be allowed such time off as is necessary for the prompt investigation and settlement of grievances. Until such time as the Board believes the privilege of such time off is being abused or deemed excessive by the Board, stewards shall suffer no loss in pay for any portion of their regularly scheduled work-time spent with such permission in servicing grievances.
- 6.04 Members of the bargaining committee, for any portion of their regularly scheduled work time spent with the permission of the Board in attending negotiation meetings, shall suffer no loss in pay. The Local Union shall notify the Board in writing of the names of its officers, stewards (indicating which is the Grievance Officer) and members of the bargaining committee and of any changes therein from time to time. No more than one (1) bargaining committee member shall be selected from any one instructional site.
- 6.05 The Local Union may elect, at any time, to have the assistance of representatives of the Union when dealing with matters affecting this collective Agreement.
- 6.06 The Board shall arrange with one of the stewards at the Catholic Education Centre to speak to each new employee for not more than twenty (20) minutes during the orientation period without loss of pay for the purpose of acquainting the new employee about membership in the Union and the employee's responsibilities and obligations to the Board and to the Union.

Rehabilitative Employment Committee

- 6.07 a) The Board agrees to establish a committee comprised of one (1) representative of the Union and one (1) representative of the Board. Where so requested by an injured worker, the committee's terms of reference will be to make recommendations to affected employees and the Board regarding employment opportunities for injured workers, including modifications to the existing jobs and descriptions of other jobs appropriate to such employees' capabilities.

The committee will take into account:

- (i) the type of work the individual is capable of performing;
- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner(s);
- (iii) the level of the individual's physical and occupational abilities;

- (iv) the level of educational qualifications possessed by the individual; and
 - (v) the type of training or modifications of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.
- b) Should jobs be recommended by the committee requiring a new wage rate, the committee shall advise the Board and the Union, the parties shall meet to negotiate an appropriate rate of pay for the new job classification.

ARTICLE 7 GRIEVANCE PROCEDURE AND ARBITRATION BOARD

- 7.01 Should any difference (hereinafter called a "grievance") arise between the Board and any employee as to the interpretation, application, administration or alleged violation of this Agreement, an earnest effort to settle such grievance without undue delay shall be made in the following manner.
- 7.02 Stage One - An aggrieved employee shall first submit any representations in writing to the employee's immediate supervisor or other management representative designated by the Board from time to time, either directly or through the employee's steward. Any such grievance shall be presented within ten (10) working days from the time it arose. The time limits specified in this Article shall be deemed to be exclusive of Saturdays, Sundays and the specified holidays recognized herein and may be extended by mutual consent of the parties.
- 7.03 Stage Two - If within five (5) days from the time such representations were presented a decision satisfactory to such employee is not given, then such employee accompanied by a steward may within five (5) days after such decision has been given or should have been given make representations in writing, to the Senior Manager, Continuing Education, or other representative designated by the Board from time to time.

Such representations shall state the nature of the grievance, the remedy sought and any provisions of the Collective Agreement, Legislation or Act, upon which the grievance is based. Such official or other designate shall notify the employee of the time and place at which they will meet to discuss and consider the written representations and the decision given at Stage Two. Every effort will be made to settle such grievance within five (5) days from the date upon which such official received written notice of the matter. Such official shall give the decision in writing on behalf of the Board. At the request of either party, a national representative of the Union may be present.

- 7.04 Stage Three - If within five (5) days from the day representations at Stage Two were presented a decision satisfactory to such employee is not given, then such employee may within ten (10) days after such decision has been given or should have been given present the representations made at Stage Two to the Senior Coordinator, Employee Relations or designate. The said Senior Coordinator of Employee Relations shall notify the Local Union and the employee of the time and place at which the parties will meet to discuss and consider such representations and the decision at Stage Two. Such meeting shall be held within ten (10) days from the date on which the representations were presented to the said Senior Coordinator of Employee Relations. The decision of the said Senior Coordinator of Employee Relations will be given to the Local Union in writing within ten (10) days after such meeting. At the request of either party, a national representative of the Union may be present.
- 7.05 Any difference (hereinafter called a "policy difference") arising directly between the Board and the Local Union as to the interpretation, application, administration or alleged violation of the Agreement, other than a difference directly affecting individual employees, may be submitted in writing by either party hereto with opportunity for discussion between the officers of the Local Union and representatives of the Board. A meeting for the purposes of such discussion shall be held within fifteen (15) days from the date when the policy difference was submitted. At the request of either party a national representative of the Union shall be present at such meeting. If the parties are unable to settle such policy difference within ten (10) days from such discussion then the party to whom the said notice was delivered shall reply to such policy difference in writing within ten (10) days from such discussion.
- 7.06 Nothing in this Agreement shall be deemed to take away the right of an individual employee to present any of the employee's personal problems (other than one which could be presented as a grievance hereunder) to any official of the Board.
- 7.07 If any grievance or policy difference, including any question as to whether the matter is arbitrable or not, shall not have been satisfactorily settled pursuant to the provisions of this Article, the grievance or policy difference may then be referred by either party to this Agreement to arbitration by written notice given to the other party within fifteen (15) days from the date when the decision of the Senior Coordinator of Employee Relations at Stage Three was or should have been given or, in the case of a policy difference, within fifteen (15) days from the date when the written reply to the submission was or should have been delivered. The Board and the Union shall each appoint one arbitrator within seven (7) days from the receipt of the notice and the two arbitrators so appointed shall appoint a third who shall be the chairperson. No person may be appointed as an arbitrator who has participated directly in any attempt to settle the grievance or policy difference.

- 7.08 If the parties fail to agree upon a chairperson within five (5) days, either party may request the Office of Arbitration of the Ministry of Labour to choose the chairperson. The decision of the majority of the arbitrators shall be final and binding upon all parties concerned and any employee affected by it, but if there is no majority decision, that of the chairperson will be the decision of the board of arbitrators. In no event shall the arbitrators be authorized to alter, modify or amend any part of this Agreement.
- 7.09 In any arbitration the written representation of the employee made at Stage Two and any decision of the Senior Coordinator of Employee Relations at Stage Three or, in the case of a policy difference, the written submission and any reply thereto shall be presented to the arbitrators and the award of the arbitrators shall be confined to determining the issue therein set out.
- 7.10 Each party to an arbitration shall be entitled through counsel or otherwise to present evidence, to cross-examine any witnesses of the other party and to present oral arguments. Briefs of arguments may be presented by each party and each party shall be entitled to reply to the brief of argument presented by the other.
- 7.11 Witness fees and allowances shall be paid by the party calling the witness.
- 7.12 Each party shall pay one-half of the expenses and fees payable to the chairperson and the whole of the expenses and fees of their own appointees.
- 7.13 If any party disagrees with the other as to the meaning or application of the decision, it may apply to the chairperson of the board of arbitrators within ten (10) days from the issue of the decision with a request that the chairperson reconvene the board to clarify the decision, and for such purpose the board may be reconvened and issue a clarification of its decision.
- 7.14 Should any grievance arise between the Board and any employee or any direct difference between the Board and the Union or Local Union, or should any employee believe that the employee's discharge is in violation of this Agreement and should any party desire to take advantage of the procedure provided for in this Article, each step in such procedure (including any reference to arbitration) required to effect a satisfactory disposition of the matter shall be taken by such party within the time limited above set forth or the matter shall be deemed to have been abandoned.

ARTICLE 8

DISCHARGE AND DISCIPLINARY PROCEDURES

- 8.01 A claim by an employee that the employee has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Senior Manager, Continuing Education within five days after the occurrence of the matter which is the subject of the grievance.
- 8.02 Such grievance may be settled under the grievance procedure, including arbitration, provided by this Agreement, commencing with Stage Two.
- 8.03 If the Board censures an employee in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the employee's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the employee and to the Recording Secretary of the Local Union.
- 8.04 At the written request of an employee the Board shall, within 5 days, allow the employee to inspect the employee's personnel file with prior arrangement made with the Senior Manager, Continuing Education. Such inspection may be made up to twice a year and shall be in the presence of such Superintendent or designate. The employee's response to anything contained in such file shall become a part of such file provided such response is made within five (5) days from the date when the employee inspected the file. The employee's personnel file shall be defined herein as such file containing the employee's official work record including all references to performance, evaluation, and discipline. If so requested an employee shall be provided with any document contained within.
- 8.05 Where the Board issues an adverse report concerning an employee, such employee may, if the employee acknowledges receipt of a copy of such report, file a reply thereto with the Board within ten (10) days from such receipt and such reply shall become a part of the employee's file. Where an employee has a clear record for three (3) years following a threat of discharge, for one (1) year following a suspension or a written or oral warning, the employee's prior record will not be used against the employee in any subsequent discipline, the corresponding documents will be removed from the file. However, if the incident has a direct impact on the employee's relationship with students, the Board may retain the record for five (5) years.
- 8.06 In the event that the Board intends to suspend an employee for more than part of a day or to discharge the employee, the employee's immediate supervisor, or designate of the Board shall inform such employee that a steward may be present. Failure to so inform the employee shall not affect the validity of the suspension or discharge.

ARTICLE 9

SENIORITY

- 9.01(a) For the purpose of this Agreement an employee's seniority shall commence with the date of the employee's most recent hiring (other than as a result of a recall after a layoff by the Board) and shall be maintained and accumulated so long as the employee remains in the employ of the Board during
- (i) a layoff within any period during which the employee was entitled to be recalled;
 - (ii) any sickness or accident, up to but not exceeding a maximum of two years of continuous absence from work;
 - (iii) any authorized leave of absence, up to but not exceeding a maximum of two years of continuous absence from the Board; and
 - (iv) any period of secondment to another organization authorized by the Board.
- (b) "Service" or "continuous service" shall be determined by the length of actual service with the Board and shall not include any period of time while the employee is absent from work because of:
- (i) leave of absence;
 - (ii) layoff;
 - (iii) strike or lockout; OR
 - (iv) illness or accident, unless covered by Workplace Safety and Insurance sick leave with pay, in excess of thirty (30) consecutive days.
- 9.02 (a) When a probationary employee finishes the probationary period, the employee shall be entered on the seniority list and shall rank for seniority from the date the employee was last hired.
- (b) An employee who is rehired by the Board within 6 months of termination shall be deemed to have the seniority the employee had at the date of such termination.
- (c) An employee with continuous service with the Board who has returned to the bargaining unit shall be deemed to have a length of seniority equal to that which the employee had accumulated at the time the employee was last

appointed to a position outside the bargaining unit and after six months in the bargaining unit seniority shall be determined as if the service had been entirely in the bargaining unit.

- 9.03 A loss of seniority shall be deemed to have occurred if an individual employed by the Board
- (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure; OR
 - (iii) is laid off beyond the period during which the employee was entitled to be recalled.
- 9.04 Seniority lists shall be posted twice annually by the Board by January 31, and September 30, and shall include number of hours, time of hours, and location of each assignment listed, a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall contain the work location and job classification of each employee. The Continuing Education Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and the job classification of each new employee), lay-offs, transfers, secondments, completion of probation and terminations of employment within two (2) weeks of reporting such actions to the Board and of receiving Board approval where required.

Lay-Off and Recall and Redundancy

Layoff shall include a reduction in the normal daily or weekly hours of work of one or more full-time or regular part-time employees.

- 9.05(a) In all cases of lay-offs due to a reduction in work force (other than lay-offs of a temporary nature, i.e. four (4) weeks or less) or due to the Christmas, March and/or August breaks, employees shall be laid off within their job classification in reverse order of their seniority ranking, provided that the Board may retain sufficient employees who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available. In any event, no temporary lay-off will exceed six (6) weeks.
- (b) In all cases of recall after lay-off, employees shall be provided with notice of such layoff in accordance with provisions of the Employment Standards Act.
 - (c) An employee with seniority who is laid off shall retain seniority and be placed on the recall list for the following period of months if the employee has the length of continuous service set out below,

Period of Months	Service in Years
12	up to 2
24	more than 2

Any vacancy in excess of six (6) weeks or occasional assignment in excess of six (6) months shall be recorded on the department's telephone hotline in accordance with Article 15.05 provided that the Board has a minimum of two weeks to post such vacancy or assignment. Employees on the recall list not responding to any such vacancies shall be deemed unavailable and shall continue to remain on the recall list in accordance with provisions of the collective agreement.

- 9.06 a)
- i) Upon being declared redundant, such employee may apply to be considered in accordance with Article 15.02 for any permanent assignment available on the department's hotline message facility provided the employee has the necessary skills and qualifications.
 - ii) Employees declared redundant in evening or weekend hours of work shall be placed on the recall list in accordance with Article 9.05(c).
- b)
- i) In the event that there are no vacant positions on the hotline facility, such redundant employee shall be entitled to bump the most junior employee in a permanent position at the same or fewer number of assigned weekly hours **in their classification**. If a redundant employee waives the right to bump, such employee shall be placed on the recall list in accordance with the collective agreement.
 - ii) It is understood that full time employees working consecutive morning and afternoon assignments at one instructional site will be considered as holding one assignment for purposes of bumping and layoff.
- c) In the event that a redundant employee does not exercise his or her rights as provided for under Article 9.06(a) and 9.06(b), such employee shall be placed directly on the recall list.
- d) Where a redundant employee chooses a position in a lower classification or in the same classification with reduced hours, such employee waives any further right to bump or recall. Employees, choosing to accept a position with reduced weekly hours of work, shall thereafter have claim only to those reduced weekly hours of work in the event of any future redundancy and/or bumping from that particular position.

- e) Redundant employees shall not be permitted to bump into a higher classification or status. **However for purposes of this provision, instructors in a single assignment of more than 25 hours per week shall be considered to be working a 25 hour assignment.**
 - f) Status, for purposes of this agreement, is defined as an employee's weekly hours worked Monday to Friday during the day and concluded by 5:30 p.m.
- 9.07
- a) Any employee, having waived their right to bump into a position of equal status as defined in Article 9.06(f), shall have no further right to bump while on the recall list.
 - b) Redundant employees working less than 15 hours per week in a permanent position and employees who are laid off are not entitled to health benefits providing in this collective agreement.
 - c) Redundant or laid-off employees working in occasional assignments shall continue with their placement on the recall list in accordance with the collective agreement.
 - d) No new or temporary employee shall be hired until all those on the recall list have been given an opportunity to work.
- 9.08
- No employee shall without the employee's consent be appointed to a position the result of which the employee is no longer a member of the bargaining unit covered by this agreement.
- 9.09
- a) A provincially funded class identified as having a low attendance will be monitored. In the event that a class is to be monitored, the following process shall be initiated.
 - i) the instructor of the class will be notified in writing to that affect with a copy of the notice to be sent to the Recording Secretary of the Union.
 - ii) the notice will indicate a time period of two (2) weeks by which the attendance number must show significant increase.
 - iii) where appropriate, the notice will indicate suggestions as to how students may be attracted.
 - b) It is understood that during the two (2) week period in Article 9.09(a)(ii), the Board and the affected instructor will endeavour to increase class attendance.

- c) At the conclusion of the two (2) week monitoring period, the instructor of the class will be advised in writing with a copy to the Union as to the closure of the class with a minimum of two (2) weeks notice.
- 9.10 In the event that the duties and responsibilities of an employee's position are to be significantly altered, the Board shall first advise and discuss the changes with the affected employee and the Union.
- 9.11 No work will be contracted out if it causes the termination or layoff of an employee with seniority or a reduction of hours of work for an employee with seniority.

ARTICLE 10

PERIOD OF WORK

- 10.01 (a) Hours of work shall normally be worked between 8:00 am to 10:00 pm.
- (b) Instructors are entitled to an unpaid **uninterrupted** lunch break of at least one-half (1/2) hour.
- 10.02 The work year shall consist of the twelve month period of September 1 to August 31 with the understanding that programs and classes will cease during the annual Christmas and March breaks **and** during the month of August.
- 10.03 Instructors will be entitled to a rest period determined at the rate of five (5) minutes for each assigned instructional hour. Such break shall be scheduled for each instructional day with the approval of the immediate supervisor.
- 10.04 Upon ratification of the collective agreement, instructors shall be limited to a maximum of 33 hours of work per week. Any entitlement of hours of work in excess of 33 hours per week established prior to April 1, 2004 shall be maintained.
- 10.05 Any reduction of an instructor's weekly hours of work in excess of 25 hours following ratification shall not be subject to the agreement's lay-off and redundancy provisions.

ARTICLE 11

SALARY RATES AND ADJUSTMENTS

11.01 It is understood and agreed that the salary rates set out in Article 11.01 include statutory holiday and vacation pay. **These statutory holiday and vacation pay monies shall be reflected on the employees' remuneration statements.**

The following **total** hourly rates shall be paid for each hour of assigned instructional time.

Instructor:

Effective:	Basic Rate	Statutory Holiday Pay	Vacation Pay	Total Hourly Rate
January 1, 2005	31.47	0.94	1.26	\$33.67
September 1, 2005	31.79	0.95	1.27	\$34.01
January 1, 2006	32.26	0.97	1.29	\$34.52
September 1, 2006	32.75	0.98	1.31	\$35.04
January 1, 2007	33.40	1.00	1.34	\$35.74
September 1, 2007	33.57	1.01	1.34	\$35.92

Instructor-In-Charge

Effective:	Basic Rate	Statutory Holiday Pay	Vacation Pay	Total Hourly Rate
January 1, 2005	34.16	1.02	1.37	\$36.55
September 1, 2005	34.50	1.04	1.38	\$36.92
January 1, 2006	35.02	1.05	1.40	\$37.47
September 1, 2006	35.54	1.07	1.42	\$38.03
January 1, 2007	36.25	1.09	1.45	\$38.79
September 1, 2007	36.43	1.09	1.46	\$38.98

- 11.02(a) In the event that the Board intends to implement a new job classification, it shall fix the hourly rate of pay which it considers to be in line with present rates in effect under this Agreement on the date when fixed. The Board shall notify the Local Union in writing of such intention, the hourly rate so fixed and the date of implementation of such new classification, which such date shall be no earlier than thirty (30) days after the date of such notice.
- (b) If the Local Union believes that the hourly rate fixed for such new classification is not in line with such present rates than it may discuss such new rate with a representative of the Board if a request is made to the Senior Manager of Continuing Education within fifteen (15) days of such notice. If, within fifteen (15) days of initiating the discussion of the new rate, the parties cannot agree the Local Union may submit the dispute to arbitration in accordance with clause 7.07.
- (c) In its submission to the board of arbitration, the Local Union shall state the hourly rate of pay it proposes for the classification and why it believes the Board's new rate is out of line. If the Board of arbitration is satisfied that the new rate is out of line then it may set the hourly rate as it deems appropriate but in no event higher than the rate proposed by the Local Union.

If the board of arbitration should set a rate which is higher than that of the rate set initially by the Board, than an employee who has been paid less than that hourly rate set by the Board of arbitration shall be awarded the difference between the rate the employee was being paid and the rate set by the board of arbitration for all hours worked at such rate commencing with the day upon which the employee commenced to work in such new classification.

- (d) Notwithstanding any discussions with the Local Union concerning the new hourly rate or any submission to arbitration, the Board may proceed to install an employee in such new classification on or after the date specified in the notice to the Local Union.

ARTICLE 12

HEALTH BENEFITS

- 12.01(a) The Board shall provide an Extended Health Care Plan – 10/20 deductible with a rider providing \$150 every two (2) years for eye care and shall pay 80% of the premiums in effect on June 1, 1999 for eligible employees who elect to participate in the plan.

Effective January 1, 2007 the Board shall pay 80% of the extended health premiums in effect on June 1, 2003.

- (b) Effective the month of the following ratification, the Vision Care Benefit shall be increased to \$250 every two years.
- 12.02 The Board shall provide a Dental Plan with Riders 1 and 2 based on the 1995 ODA tariffs and shall pay 80% of the premium in effect on June 1, 1999 for eligible employees who elect to participate in the plan.
- Effective January 1, 2007 the Board shall pay 80% of the premium in effect on June 1, 2003.**
- Effective January 1, 2007 ODA to be updated to 2003 ODA tariff.**
- 12.03(a) (i) Effective upon ratification of this collective agreement, eligibility for health benefit coverage will include successful completion of the probation period and existing participation in such coverage.
- (ii) Instructors participating in such benefit coverage following ratification of the collective agreement, shall be required to participate in such benefit coverage until August 31, 2002.
- (b) Effective September 1, 2002 eligible instructors will be required to indicate their desire to participate in the Board's health benefit plans by September 31 of each year. Instructors participating in the health benefits provided by the Board shall be allowed to withdraw from such participation only at the conclusion of the Board's annual school year namely August 31.
- 12.04 The Board's obligation to pay on behalf of any instructor the percentages of the premiums referred to in sections 12.01 and 12.02 for each of Extended Health Care Plan and Dental Plan, or any benefit plan substituted therefor in accordance with section 12.05, shall not arise until the employee has executed and returned to the Benefits Department the appropriate application forms that may be required for coverage under such plans.
- 12.05 The Board shall have the right to determine the carrier for any of the benefit plans covered in sections 12.01 and 12.02 provided that any new plan is equal or better in every respect to the provisions of the existing plan. The Board shall meet and discuss with the Union any plan changes before they are implemented.
- 12.06(a) Eligible instructors shall participate in the Teachers' Pension Plan.
- (b) The Board shall contribute on behalf of eligible employees, not eligible for the Teachers' Pension Plan, according to the requirements of the Ontario Municipal Employees' Retirement System.

ARTICLE 13

SICK LEAVE PLAN

- 13.01 (a) The Board will establish a sick leave plan for instructors effective upon ratification.
- (b) Upon completion of the probation period as outlined in Article 16.01, each instructor shall begin to accumulate sick leave credits of 0.7 days per calendar month of active continuous service.
- 13.02 (a) All unused sick leave credits as defined in Article 11.01(b) are cumulative from year to year.
- (b) All unused sick leave credits shall be accumulated to a maximum of 200 days.
- (c) Upon ratification of this collective agreement, instructors shall be credited with any sick leave days accumulated to date.
- 13.03 (a) Deductions shall be made from an instructor's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the instructor for absence beyond the number of days to the instructor's credit in the sick leave plan.
- (b) Absence for illness of an instructor for a period of three (3) consecutive working days or less may be certified by the official of the Board in charge. Absence over three (3) consecutive working days must be certified by a qualified medical or dental practitioner. The instructor shall provide such certification to the Board within five (5) days after return to duty.
- 13.04 Notwithstanding any other provision herein contained, no instructor may use any of that instructor's sick leave credits for any purpose, other than sickness, which would reduce such credits to less than twelve (12).
- 13.05 Under the Workplace Safety and Insurance Act, the Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one (1) working day or less will be charged to sick leave credit. Absences in excess of one (1) day will not be charged to sick credits.

ARTICLE 14

LEAVES OF ABSENCE

General

- 14.01(a) Leaves of absence without pay, unless explicitly stated to the contrary in another clause or Article, are granted with the following conditions:
- (i) the Board shall not be required to pay benefits during the leave;
 - (ii) no credits will be made to the sick leave plan during the leave unless provided by 13.02; however, any sick leave credits credited or accumulated prior to such leave, shall be available on resumption of employment with the Board; and
- (b) If the leave of absence without pay, including any extension to the initial leave, is fifteen (15) working days or less, the Board will continue to pay its share of the health plans unless prohibited by the carrier.
- (c) An employee who is on any leave without pay in excess of fifteen (15) working days may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health plans, if the employee pays the total cost of the premiums therefor.
- 14.02 If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) within a period of 12 months the employee shall return to the last instructional assignment and/or site which the employee held prior to the leave.

Union Business

- 14.03(a) An employee who is elected or appointed for a full-time position with the Union shall be granted a leave of absence without pay for a period of up to two (2) years, provided however, that the return from such leave will coincide with commencement of a school term. Such leave may be extended by the Board.
- (b) The President of the local shall be granted a leave of absence without pay and without loss of seniority. Upon completion of the leave of absence, the employee shall return to the same instructional assignment and/or site they held at the beginning of the leave. This provision shall apply to a single non-renewable term not exceeding two (2) consecutive years. In the event that the leave is extended beyond two (2) years or the position has disappeared, the redundancy clause, under 15.06 shall apply.

14.04 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leaves of absence without pay, if such leaves do not unduly interfere with the Board's operations, to employees to attend Union conventions or seminars provided:

- (i) such leaves do not exceed an aggregate of twenty-five (25) workdays in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) workdays in any calendar year;
- (ii) no more than five (5) employees are absent on such leaves at any one (1) time and no more than one (1) employee is absent from the same department or school; AND
- (iii) no employee is entitled to more than ten (10) such days off in any one calendar year.

Compassionate Leave

14.05(a) The Board shall grant to an employee requiring leave by reason of a death in the employee's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or grandparent) up to five (5) working days without loss in pay, for the purpose of attending the funeral.

(b) The Board shall grant an employee a leave of absence of up to two (2) days with pay to enable the employee to attend the funeral of an uncle, aunt, brother-in-law, son-in-law, daughter-in-law, sister-in-law or grandparent-in-law of the employee.

(c) When by reason of the death of a relative referred to in (a) or (b) an employee who requires additional time to that granted under (a) or (b) the Board, in its discretion, may allow additional time off with pay to be deducted from the employee's accumulated sick leave.

14.06 The Board may grant one (1) day's leave without loss in pay to an employee to attend a funeral as a pallbearer or mourner.

Pregnancy/Parental Leave

14.07 (a) Upon request, employees shall be granted pregnancy and/or parental leave without pay in accordance with the Employment Standards Act.

(b) Upon application by the employee granted a pregnancy and/or parental leave, the Board shall continue to pay its share of those benefit plans which the employee already enjoys, in accordance with the Employment Standards Act.

- (c) Employees who take leaves in accordance with the Employment Standards Act, shall return to the same instructional site and/or assignment.

Personal Leave

- 14.08(a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside regular hours of work.
- (b) For any requested leave for urgent personal business which is approved by the employee's immediate supervisor, the employee may elect to have deducted from any sick leave credits up to two (2) days per calendar year with no loss in pay resulting therefrom or to take such leave without pay.
- 14.09 Where an employee is unable to arrange for anyone other than the employee to care for a member of the employee's immediate family [as defined in section 14.05(a)] who is seriously ill, such employee may, with the permission of the department supervisor, use up to a maximum of five (5) accumulated sick leave days, if any, per illness, to care for such member. On request, the employee shall furnish acceptable evidence of such illness.
- 14.10(a) An employee may be granted a leave of absence for personal reasons (including a leave to attend an accredited education institution) other than illness or accident without pay if the completed application therefor is approved by the appropriate official of the Board. Such application should be sent to the Senior Manager, Continuing Education at least fifteen (15) days prior to the requested leave, provided that in unusual circumstances the Board may waive such fifteen (15) day requirement.
- (b) If the employee returns to work within one year from the commencement of such leave, the employee shall return to the same instructional assignment/and or site and shall be entitled to any salary adjustments to which the employee would have been entitled if the employee had not been absent on leave.
- (c) A vacancy arising out of a leave of absence for personal reasons as in Article 14.10(a) may be permanently filled in accordance with 15.07 provided such leave is in excess of one year.
- (d) An employee returning from a leave of absence for personal reasons in excess of one year shall,
- (i) return to work in accordance with Article 14.10(b) if the employee's position was not posted to be filled on a permanent basis; or
- (ii) shall be considered redundant in the event the employee's position was permanently filled during the absence, in which case 15.07 will apply.

Workplace Safety and Insurance

- 14.11 (a) Any employee entitled to Workplace Safety and Insurance benefits shall be regarded as being on a leave of absence beginning on the first day for which such benefits are received. Such leave shall be granted initially to the end of the school year or for a period of time not exceeding one (1) year and upon request(s) shall be extended from time to time for up to, but not exceeding, two (2) full years from the date at which the leave began or the date on which a permanent pension is granted, whichever comes first;
- (b) The Board shall continue to pay its share of the premiums required to be paid under Article 14 for employees who are in receipt of compensation other than for permanent disability or pension from the Workplace Safety and Insurance Board for a period of two years.
- (c) i) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) within a period of 12 months the employee shall return to the last instructional assignment and/or site which the employee held prior to the leave.
- ii) If an employee returns to work from sick leave or leave of absence (including Workplace Safety and Insurance) or a period that extends beyond 12 months and the last position which the employee held has been filled by another employee, the employee shall be given preference in the same manner as a redundant employee.

Other

- 14.12 An employee who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the employee is not a party or not the accused and who as a result thereof loses time from work shall receive the employee's salary for each day so lost. In the case of jury duty or subpoena the Board may require the employee to furnish a certificate of service signed by the Clerk of the Court before making such payment.

ARTICLE 15

TRANSFER REQUESTS AND JOB POSTINGS

- 15.01 Employees requesting a transfer shall apply in writing for a vacancy posted on the department's telephone hotline.

- 15.02 (i) When filling a vacancy, the Board shall fill such vacancy on the basis of seniority provided the employee has the required skills and qualifications for such vacancy.
- (ii) In the event of a promotion which is understood to include any increase in the number of weekly hours of work, the Board shall have the sole discretion in assessing the required skills including English language proficiency, experience and qualifications of the candidates.
- (iii) Transfers shall be made effective following the next natural break of the Program or sooner if possible, where such breaks are identified as the annual Christmas and Summer Breaks.
- (iv) Employees wishing to exchange assignments shall submit such request in writing to the Coordinator, Adult Education Program. Any approval of an exchange of assignments shall be made in writing to each of the two employees involved and shall be made effective at the next natural break of the Program. Such approval shall not be unreasonably withheld.
- 15.03 An employee shall not be entitled to more than one transfer in any twelve (12) month period except at the discretion of the Board.
- 15.04 (a) When a vacancy of six (6) weeks or greater becomes available or a new position is created the Board shall post a notice of such vacancy at the Board's designated ESL locations and place it on a telephone hotline for a minimum of five (5) working days setting forth the duties of the position, location, whether the location is wheel-chair accessible, rate of pay, the hours of work and the qualifications therefor;
- (b) An employee who leaves a permanent assignment to fill a occasional assignment of six (6) months or more shall not be entitled to return to their former assignment.
- (c) Employees shall have five (5) days within which to apply for such position in writing. During the months of July and August, employees shall be entitled to ten (10) days within which to apply for such positions.
- (d) Such vacancies and new positions shall be filled on the basis of the seniority, the qualifications, related skills and experience of the applicants as per the job posting to perform the job.
- (e) Persons outside of the bargaining unit shall not be considered for such vacancy unless there is no suitable bargaining unit applicant.
- (f) The local union shall be advised of appointments within five (5) days.

- (g) Article 15.03 above shall apply equally in the consideration of the job posting process outlined herein.
- 15.05 (a) An employee who has been promoted or placed in a new job classification shall be placed on trial for a period of ninety (90) calendar days. Notwithstanding Article 2 an employee so placed may be demoted or returned to the employee's former assignment at any time during the trial period if the employee is unable to perform adequately all the functions of the job.
- (b) An employee so affected will be returned to the employee's former assignment. Any employee promoted, as a direct result of the promotion of the first mentioned employee, shall be returned to the employee's previous job at the rate therefore. However, if that job has already been filled the affected employee will be considered as an employee whose position has become redundant.
- (c) An employee who has been promoted or placed in a new job classification and who, during the trial period, determines that it is in the employee's best interest not to continue in the new job classification, then the employee may request to be placed in the former job classification utilizing the procedures of Article 9.06.

ARTICLE 16

PROBATIONARY EMPLOYEES

- 16.01 A new employee shall be considered as a probationary employee for a period of six (6) months from the time of first commencing to work for the Board. The probation period shall not include any month during which the probationary employee has not worked at least half of the employee's assigned instructional hours during the applicable period of probation. The probationary period may be extended by three months if the Board notifies the Local Union in writing of the intended extension at least one month before the end of the probationary period. The Local Union shall notify the Board in writing within (5) five days of receipt of notice if it does not concur with such extension. Upon completion of the probationary period an instructor shall be informed in writing as to whether or not he/she had been successful.
- 16.02 Notwithstanding other clauses in this Agreement a probationary employee may be dismissed, suspended or otherwise disciplined if the probationary employee is unable to perform adequately the functions of the position for which the probationary employee is hired or is otherwise unsuitable as an employee.

- 16.03 Notwithstanding other clauses in this Agreement, the benefits and privileges of seniority are not available to probationary employees.

ARTICLE 17

TEMPORARY EMPLOYEES

- 17.01 a) Individuals employed for occasional assignments are not included in this collective agreement notwithstanding that any such employee who is currently on the recall list as outlined in Article 9.05, shall continue to be entitled as a laid off employee to any benefits provided for by the collective agreement to employees on the recall list. Occasional assignments are defined as the replacement of a permanent employee absent for a period less than six (6) months. The Union will be notified of any of the above positions filled by non bargaining unit members. In the event of an occasional assignment due to the replacement of an employee on pregnancy or medical leave, such assignment shall be defined for a period of twelve (12) months or less.
- b) In the event that a job posting for an occasional assignment has not been successfully awarded from within the bargaining unit, such temporary assignment may be given to an individual not covered by this collective agreement in accordance with Article 17.01(a) provided such assignment does not exceed six (6) or twelve (12) months as the case may be in accordance with Article 17.01 (a).
- c) Temporary employees in occasional assignments are neither probationary employees nor permanent employees and are not subject to the terms and conditions of this agreement except for as otherwise provided.

ARTICLE 18

HUMAN RIGHTS

- 18.01 The Sexual Harassment Policy and complaint procedure as established by the Board and as amended from time to time shall apply to all employees covered by this Collective Agreement.
- 18.02 The Board and all employees recognize that every employee has the right to freedom from assault in the workplace. The policy statements of the Board on Safe Schools Policy shall apply to all employees covered by this Collective Agreement.

ARTICLE 19

EMPLOYMENT OF THE DISABLED

- 19.01 In the event that the Board wishes to employ a person or to arrange for the return to work of an employee who has a disability that constitutes a handicap, as defined in the Human Rights Code, in the performance of any work to be done by such person or employee for the Board, the Board may, with the consent of the Local Union and employee concerned enter into an arrangement which provides for a wage rate, benefits and/or hours of work less than those provided in this agreement. Such arrangement is to be reviewed at least once a year.

ARTICLE 20

MISCELLANEOUS

- 20.01 The Board shall provide bulletin boards accessible to the employees and upon which the Union shall have the right to post notices of meetings, seniority lists provided by the Board, and other notices approved by the Board. Such bulletin boards shall be provided only at such locations that are Board owned facilities.
- 20.02 All correspondence between the Board and the local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Senior Manager, Continuing Education or designate, to the President with copies to the Recording Secretary of the Local Union with copies to the National Representative of CUPE assigned to the Local Union.
- 20.03 Instructors shall be reimbursed for any costs incurred for courses taken upon the direction of the Board. Instructors shall suffer no loss in pay when directed to take such course(s).
- 20.04 The Board shall supply sufficient copies of this Agreement for all employees within the bargaining unit and to each new employee at the time of hiring. The Board shall also supply twenty-five (25) copies of this Agreement to the Union.

- 20.05 The Board agrees that representatives of its management will meet the officers of the Local Union periodically, but not more often than quarterly, to discuss matters of mutual concern. The Local Union shall provide a proposed agenda with any request for such a meeting. When meetings are held during an employee's working hours, the employee shall not suffer any loss in pay.

ARTICLE 21

ADVISORY REDEPLOYMENT COMMITTEE

- 21.01** In the event of a reduction in the workforce causing layoffs, except for the reduction of hours of work due to student enrolment, an Advisory Redeployment Committee shall be established no later than two (2) weeks after notice of layoff is given to the Union provided that an entire department or a minimum of **fifteen (15)** CUPE 1328 ESL, Adult Literacy and Adult Citizenship employees are affected.

The mandate of the Committee is to:

- i) identify and propose alternatives to the proposed layoff(s) of the position(s).
- ii) identify vacant positions, or positions which may become vacant, within a twelve (12) month period either;
 - a) within the bargaining unit;
 - b) within another CUPE bargaining unit.
- iii) Where applicable, identify retraining needs of workers.
- iv) The parties shall make every effort to find alternatives to layoffs.
- v) The Advisory Redeployment Committee shall be comprised of equal numbers of representatives of the Employer and the Union. Meetings of the Advisory Redeployment Committee shall be held during normal working hours. Time spent attending such meetings shall be considered work time.
- vi) Each party shall appoint a co-chair for the Advisory Redeployment Committee. Co-chairs shall chair alternate meetings of the committee and will be jointly responsible for establishing the agenda of the committee meetings, preparing minutes and writing such correspondence as the committee may direct.

- vii) The Committee shall report its findings and make its recommendations to the Director of Education.

ARTICLE 22

PROFESSIONAL DEVELOPMENT

- 22.01** The Board will designate one (1) day during the school year as a professional development day for all employees covered by this collective agreement.
- 22.02** The Board will organize programs related to the functions of the employees for such professional development day which the employees shall attend without any loss in pay.

ARTICLE 23

IMPLEMENTATION AND TERMINATION

- 23.01** Save as otherwise set out, this Agreement shall become effective **January 1, 2005** and shall terminate on **December 31, 2007**.

ARTICLE 24

NOTICE OF RENEWAL

- 24.01** Either party hereto may require the other party to enter into negotiations for the renewal of this Agreement on ten (10) clear days' notice given to the other party within the period of three (3) months immediately prior to its expiry date, specifying any modifications or amendments requested.
- 24.02** For the purpose of sending proper notices herein the following shall be addresses of the respective parties:

Canadian Union of Public Employees
Ontario Region Office
305 Milner Avenue
Suite 800
Scarborough, Ontario
M1B 3V4

Canadian Union of Public Employees
Local 1328
c/o The President

Director of Education
Toronto Catholic District School Board
80 Sheppard Avenue East
North York, Ontario
M2N 6E8

24.03 Any notice given under this Agreement shall be deemed given and received as of the business day immediately following the date of mailing.

IN WITNESS WHEREOF the authorized representatives of the Board, of the Union and of the Local Union have hereunto set their respective hands and seals.

EXECUTED at Toronto as of the date first above written.

FOR THE UNION

FOR THE BOARD

APPENDIX A

LETTER OF UNDERSTANDING

During the negotiation of the first collective agreement, the parties agreed that the practice of utilizing some Instructors as Program Consultants would continue during the life of the collective agreement.

APPENDIX B

LETTER OF UNDERSTANDING

RE: ATTRIBUTABLE HOURS OF INSURABLE EMPLOYMENT

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

Employees of this bargaining unit are deemed to have worked 1.25 hours for each hour they are paid.

Effective the month following ratification employees will be deemed to have worked 1.4 hours for each hour they are paid.

APPENDIX C

LETTER OF UNDERSTANDING

NOTICE OF EVALUATION

Board will undertake to amend its current employee evaluation procedures as outlined in the “Instructor In Charge” binder to reflect that instructors scheduled to be evaluated will be advised that in-class evaluation component will take place within a 30 day period as compared to the current 60 day period.

APPENDIX D

LETTER OF INTENT

RE: INSTRUCTOR IN CHARGE

During the course of negotiations, the Union addressed the issues of seniority and the classifications of Instructor and Instructor in Charge.

In an effort to address the issues of the Union in this regard, the parties agreed to establish a Joint Committee to review the current status and obligations of the Instructor in Charge position.

One of the options to be reviewed is the payment of an allowance in place of the Instructor In Charge position. The Joint Committee will be comprised of two (2) representatives of both the Union and the Board.

The Committee shall meet within 60 days of the date of ratification to review and discuss the Instructor In Charge issue in preparation of the next negotiation for the renewal of this agreement.