

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD



AND

CANADIAN UNION OF PUBLIC EMPLOYEES

LOCAL 3155

AFFECTING

INTERNATIONAL LANGUAGES INSTRUCTORS

SEPTEMBER 1, 2008 - AUGUST 31, 2012

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THIS AGREEMENT made as of the 18th day of June, 2009

B E T W E E N:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

OF THE FIRST PART

- and -

CANADIAN UNION OF PUBLIC EMPLOYEES
(hereinafter referred to as the "Union")

and its LOCAL 3155
(hereinafter called "the Local Union")

OF THE SECOND PART

ARTICLE I

MANAGEMENT RIGHTS

- 1.01 The Union acknowledges that it is the exclusive function of the Board to:
- (a) maintain order, discipline and efficiency;
 - (b)
 - (i) hire, direct, classify, transfer, promote, demote, lay off instructors
 - (ii) discharge, suspend, or otherwise discipline probationary instructors, and
 - (iii) discharge, suspend or otherwise discipline permanent instructors for just cause, subject to the provisions of this Agreement.
 - (c) establish from time to time and enforce written rules and regulations, not inconsistent with the provisions of this Agreement, governing the conduct of the instructors; and
 - (d) 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.
- 1.02 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 Constitution Act, 1867, section 93.

ARTICLE 2

RECOGNITION OF UNION

- 2.01 The Board recognizes the Union as the sole and exclusive bargaining agent of all International Languages Instructors (Elementary Schools) employed by the Board in its Extended School Day International Languages Program (Elementary Schools) in the City of Toronto, save and except supervisors and persons above that rank, persons employed as supply International Languages Instructors (Elementary Schools) and employees in any bargaining unit for which a trade union holds bargaining rights.
- 2.02 It is understood and agreed that the bargaining unit described in paragraph 1 hereof does not include any person who is a "teacher" within the meaning of The Education Act.
- 2.03 The word, "instructor" or "instructors" wherever used in this Agreement shall mean any or all of the International Languages Instructors (Elementary Schools) in the bargaining unit as defined above, except where the context otherwise provides.
- 2.04 The singular shall include the plural when the context so requires.

ARTICLE 3

NO UNION ACTIVITY

- 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 Union or the Local Union or any instructor against any instructor because of membership or non-membership in any lawful union or lawful activity therein, or because of his race, colour, sex, nationality, ancestry, place of origin or political affiliation.

ARTICLE 4

NO STRIKE OR LOCKOUT

- 4.01 Neither the Union, the Local Union nor any instructors, 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 instructors 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 instructors. "Lockout" shall be as defined in The Labour Relations Act of Ontario.

Notwithstanding the foregoing, instructors may strike and the Board may lock out instructors in accordance with the provisions of The Labour Relations Act of Ontario.

ARTICLE 5

UNION SECURITY

- 5.01 The Board shall deduct from the first pay cheque in each month of every instructor who is presently a member of the Union and of every new instructor hired who has completed three (3) months from the instructor's date of last hiring, a sum equal to the monthly dues as determined by the Local Union's constitution. The Board shall remit such deductions to the National Secretary-Treasurer, together with a list of names of the instructors from whom such deductions were made, prior to the fifteenth (15th) of the month following the month in which the deductions were made. The total annual deductions for union dues shall be recorded on the instructor's Revenue Canada Statement of Remuneration Paid (T4) for that year.

ARTICLE 6

UNION REPRESENTATION

- 6.01 The Local Union may appoint or otherwise select a bargaining committee which shall be composed of not more than five (5) instructors. Such committee, together with the President of the Local Union and representatives of the Union shall represent the Union in all negotiations with representatives of the Board for a renewal of this Agreement.
- 6.02 The Local Union may also appoint or otherwise select up to two (2) stewards (one of whom may be designated as the Chief Steward). If two stewards are selected
- one steward will represent instructors engaged in schools on or north of Eglinton Avenue, and
 - one steward will represent instructors engaged in schools in the remaining area.
- 6.03 A steward's function shall be to assist an instructor in the preparation of grievances. A steward, with the prior permission of the instructor's principal (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, 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 Chief Steward) and members of the bargaining committee and of any changes therein from time to time.
- 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.

ARTICLE 7

GRIEVANCE PROCEDURE AND ARBITRATION

- 7.01 Nothing contained in this Article shall prevent an instructor from discussing personal problems or complaints with the instructor's school principal.
- 7.02 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.
- 7.03 (a) A "grievance" is a claim by any instructor, group of instructors, or the Union, relating to the interpretation, application or administration of this Agreement, or is an allegation that this Agreement has been contravened.
- (b) The term "grievance committee" shall mean a committee consisting of the President of the Local Union or designate, the Chief Steward or the steward representing the grievor (or the grievors) and an equal number of representatives of the Board, appointed from time to time by the Director of Education.
- 7.04 (a) Step One - An aggrieved instructor shall first submit representations either orally or in writing to the instructor's immediate superior, who is the school principal, either directly or through the appropriate steward. Any such grievance shall be presented within 15 days of the time when it arose to the principal who shall respond within five (5) days after the formal representation.
- (b) Step Two - If a decision satisfactory to the instructor is not given or no decision is given at Step One, then such instructor accompanied by a steward may within 10 days after the oral decision of Step One, present representations in writing to the Superintendent of Education, Human Resources or designate. Such representations shall state the nature of the grievance, the remedy sought and the provisions of the Agreement upon which the grievance is based. Failure to state one or more provisions of the Agreement shall not prejudice the right of the instructor or of the Union to rely on any other provisions of the Agreement. Such official or designate shall notify the instructor and the steward of the time and place at which they will meet to discuss and consider the written representations. Such meeting shall be held within 5 days from the date upon which such official received the written representations. Such official shall give a decision in writing within 5 days after such meeting.

- (c) Step Three - If a decision satisfactory to such instructor is not given or no decision is given at Step Two, then such instructor accompanied by a steward may within 5 days after the decision of the Superintendent of Education, Human Resources or designate has been given or should have been given, submit the written representations made at Stage Two to the Deputy Director of Education, Human Resources. The Deputy Director of Education, Human Resources, or designate shall notify the instructor and the Local Union of the time and place at which the Grievance Committee will meet to discuss and consider such representations and the decision at Step Two. Such meeting shall be held within 10 days from the date upon which such official representations were received. At the request of either party, a national representative of the Union may be present. The decision of such Grievance Committee will be given to the Local Union in writing within 10 days after such meeting.
- 7.05 Any grievance arising directly between the Board and the Union or any grievance involving more than one instructor instead of following the procedure hereinbefore set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance through the Grievance Committee. In the event that the parties are unable to settle such grievance within twenty (20) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.
- 7.06 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing be given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Union or the Board to arbitration.
- 7.07 The notice submitting to arbitration shall contain the name of the appointee to the Arbitration Board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairman. If the recipient of the notice fails to appoint an appointee, or if the two appointees fail to agree upon a chairman within the time limited, then in either such case the appointment shall be made by the Office of Arbitration of the Ministry of Labour upon the request of either party. No person may be appointed to the Arbitration Board who has participated directly in any attempt to settle the grievance.
- 7.08 The Arbitration Board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any instructor affected by it. The decision of a majority of the Arbitration Board

is the decision of the Arbitration Board, but if there is no majority, the decision of the chairman governs.

- 7.09 Notwithstanding Article 7.07, the Arbitration Board established as above shall decide the grievance submitted to it, including any question as to whether a matter is arbitrable, but shall have no power to alter, modify, or amend this Agreement, nor make any decision inconsistent therewith.
- 7.10 Each party shall pay the cost of its own appointee to the Arbitration Board, and the parties shall share equally the cost of the chairman.
- 7.11 The term "days" when used in this Article shall mean Monday to Friday inclusive throughout the year including July and August, but excluding school holidays as defined by the Ministry of Education.
- 7.12 Any time limits fixed by this Article for the taking of action by either party or by any instructor may at any time be extended by agreement of the representatives of the parties involved.

ARTICLE 8

DISCHARGE AND DISCIPLINARY PROCEDURE

- 8.01 A claim by an instructor (other than a probationary instructor) that the instructor has been unjustly discharged or suspended will be treated as a grievance if a written statement of such grievance is lodged with the Superintendent of Education, Human Resources 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 Step Three.
- 8.03 If the Board censures an instructor in such a manner as to indicate that a repetition of any offence or failure to perform may lead to the instructor's discharge, it shall prepare a written memorandum thereof and give a copy thereof to the President, and the Recording Secretary of the Local Union. Failure to provide copies to the Recording Secretary and the Chief Steward shall not render the discipline void.
- 8.04 At the request of an instructor, the Board shall allow the instructor to inspect the instructor's personnel file maintained at the appropriate municipality with prior arrangement made with the superintendent of education of the school to which the instructor is assigned. Such inspection may be made up to twice a year and shall be in the presence of such superintendent or designate. The instructor'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 instructor inspected the file.
- 8.05 (a) Where the Board issues an adverse report concerning an instructor, to the instructor, such instructor may, if the instructor acknowledges receipt of a copy of such report, file a reply thereto with the appropriate superintendent within ten (10) days from such receipt and such reply shall become a part of the instructor's file.
- (b) Where an instructor has a clear record for three (3) years following a suspension or for one (1) year following a written warning, the instructor's prior record relating to the suspension or written warning, shall be destroyed and not introduced into any subsequent disciplinary proceeding against the instructor.
- 8.06 If a complaint concerning an instructor is received, the appropriate Board administrator within 10 days shall discuss the complaint with the instructor if the complaint or a memorandum thereof is to be placed in the instructor's file.

- 8.07 In the event the Board intends to suspend an instructor for more than part of a day or to discharge the instructor, the instructor's immediate superior, or designate of the Board, shall inform such instructor that a steward may be present. Failure to so inform the instructor shall not affect the validity of the suspension or discharge.

ARTICLE 9

SENIORITY

- 9.01 (a) For the purposes of this Agreement an instructor's seniority (other than that of a probationary instructor) shall commence with the date of the instructor's most recent hiring (other than as a result of a recall after a lay-off) by the Board and shall be maintained and accumulated so long as the instructor remains in the employ of the Board during:
- (i) a lay-off within any period during which the instructor was entitled to be recalled,
 - (ii) any sickness or accident,
 - (iii) any authorized leave of absence, and
 - (iv) any period of secondment to any other organization approved by the Board.
- (b) When a probationary instructor finishes the probationary period the instructor shall be entered on the seniority list and shall rank for seniority from the date the instructor was last hired.
- (c) A loss of seniority shall be deemed to have occurred if an instructor employed by the Board:
- (i) quits;
 - (ii) is discharged and is not reinstated by reason of the grievance procedure;
 - (iii) is laid off and not recalled within the times provided for in Article 9.05;
 - (iv) fails following a lay-off to notify the Board within seven (7) working days of the Board sending to the instructor a notice to return to work (such notice to be sent by registered mail to the instructor's last address on record with the Board) of the instructor's intention to return or fails to report for work on the date and at the time specified in such notice, which date is not sooner than said seven (7) working days.

- 9.02 Seniority lists shall be posted annually by the Board by January 30, and a copy thereof shall be sent to the Recording Secretary of the Local Union. Such list shall contain the work location and language of instruction of each instructor. The Human Resources Department shall also notify the President and Recording Secretary of the Local Union of all hirings (including the work location and percentage of teaching time of each new instructor), 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. Every May and November, the Board shall also provide to the President and Recording Secretary of the Local Union the addresses of all instructors who do not object to the release of such information.
- 9.03 A new instructor shall cease to be a probationary instructor on December 31st, the last day of the mid-winter break or June 30th, if by any of those dates such instructor has completed twelve (12) months of a school year in the bargaining unit. The time while the employee is on leave without pay (i.e., medical, maternity, adoption), shall not be included when determining the completed twelve (12) months. The probationary period may be extended for one school year by mutual agreement of the instructor and the Board.
- 9.04 Lay-off and Recall

In all cases of lay-offs due to a reduction in work force (other than lay-offs of a temporary nature, i.e. two (2) weeks or less) instructors shall be laid off within their language of instruction in reverse order of their seniority ranking, provided that the Board may retain sufficient instructors who possess the necessary qualifications, ability, knowledge and skill to perform the jobs available.

In all cases of recall after lay-off, instructors shall be recalled within their language of instruction in accordance with their seniority ranking, provided that they must have the necessary qualifications, ability, knowledge and skill to perform the jobs available.

- 9.05 An instructor with seniority who is laid off shall retain seniority and right of recall for the following period of months if the instructor has the length of continuous service set opposite:

<u>Period of Months</u>	<u>Service in Years</u>
12	up to 2
24	more than 2

Notice of recall shall be sent by registered mail or telegram to the last address recorded with the Board by the instructor requiring the instructor to report to work on a date not earlier than seven (7) working days after the date of such notice. If the instructor does not reply within said seven (7) working days or fails to report

for work at the time and date specified in the notice, the instructor shall be deemed unavailable and the next eligible instructor shall be called.

- 9.06 Should a local redundancy occur in a particular school, in a particular language of instruction, and should no instructor volunteer to transfer, then the Board will transfer the instructor in that language of instruction located at that school, who has the least seniority.

ARTICLE 10

REMUNERATION AND PERIOD OF WORK

10.01 (a) The annual salary of each instructor shall be as set out below:

Effective September 1, 2007

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	29,625.00	31,316.00
1	32,004.00	33,556.00
2	34,390.00	36,041.00
3	37,034.00	38,275.00
4	39,412.00	40,763.00
5	41,795.00	42,999.00

Effective August 31, 2008

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	29,832.00	31,535.00
1	32,228.00	33,791.00
2	34,631.00	36,293.00
3	37,293.00	38,543.00
4	39,688.00	41,048.00
5	42,088.00	43,300.00

Effective September 1, 2008

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	30,727.00	32,481.00
1	33,195.00	34,805.00
2	35,670.00	37,382.00
3	38,412.00	39,699.00
4	40,879.00	42,279.00
5	43,351.00	44,599.00

Effective September 1, 2009

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	31,649.00	33,455.00
1	34,191.00	35,849.00
2	36,740.00	38,503.00
3	39,564.00	40,890.00
4	42,105.00	43,547.00
5	44,652.00	45,937.00

Effective September 1, 2010

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	32,598.00	34,459.00
1	35,217.00	36,924.00
2	37,842.00	39,658.00
3	40,751.00	42,117.00
4	43,368.00	44,853.00
5	45,992.00	47,315.00

Effective September 1, 2011

<u>YEAR</u>	<u>LEVEL 1</u>	<u>LEVEL 2</u>
0	33,576.00	35,493.00
1	36,274.00	38,032.00
2	38,977.00	40,848.00
3	41,974.00	43,381.00
4	44,669.00	46,199.00
5	47,372.00	48,734.00

10.01 (b) (i) Definition of Levels

Level 1 - Secondary School Diploma or equivalent and training in methodology acceptable to the Board. In determining equivalency, the years of schooling shall be considered; in determining acceptable methodology, training and/or experience in language instruction shall be considered.

Level 2 - Bachelor of Arts degree (3 year) from an accredited university in Ontario or acceptable to an accredited university in Ontario.

- (ii) Instructors holding less than the requirements set out in Level 1 shall be paid in Level 1.
 - (iii) Instructors who wish to apply for Level 2 shall do so in writing to the Human Resources Department by November 30 of the school year for which upgrading is requested. Proof of Ontario University courses shall be provided by official transcripts. Proof of equivalency shall be provided by official letter from an accredited Ontario University.
 - (iv) Instructors who as of October 8, 1991 were in Level 2 as defined in the 1989/91 Collective Agreement will be deemed to have the educational requirements for Level 2 above.
- 10.02 (a) The annual salary of each instructor as set in 10.01(a) shall be divided into twenty-six (26) equal instalments. These salaries include statutory holiday and vacation pay.
- (b) One instalment shall be payable on the Friday of every second week of the school year commencing with the Friday on which the Board's administrative payroll is due to be paid except that any instalment payable on a Friday which is a bank holiday shall be payable on the immediately preceding Thursday.
- 10.03 Unpaid instalments comprising the balance of the salary instalments due up to and including August 31 in each school year during the term of this Agreement shall be payable on the last school day of June of that year.
- 10.04 (a) In consideration of the salary set out in Article 10.01 above, instructors shall work those days determined by the Ministry of Education and the Board to be "school days" as that term is used in The Education Act.
- (b) It is understood and agreed that instructors may be requested from time to time to attend meetings called by their respective Principals or the Board and to perform certain extra-curricular activities, and that if the instructor agrees to such requests, no additional salary or overtime shall be paid.
- 10.05 An instructor who works only a portion of the "school days" in any particular year is entitled to be paid the instructor's salary in the proportion that the total number of "school days" worked bears to the whole number of "school days" in the year.

- 10.06 (a) Effective September 1, 2006 the agreement to provide that instructors will be credited with one year of experience for purposes of salary grid advancement provided they have worked at least at 60% time class during the previous school year.
- (b) Provided the Employer is able to address and satisfy any technical requirements for the implementation of the aforementioned provisions, the effective date for the revised granting of experience for salary grid advancement shall be September 1, 2006 rather than September 1, 2007 as otherwise proposed by the Employer.
- 10.07 (a) In the future, it is understood and agreed that the Board will have met its Pay Equity Maintenance obligation if Level 1 and Level 2 maximum salaries are not less than 99.3% of the job rate of the male comparator job as set out in the Memorandum of Settlement for Pay Equity dated April 26, 1991.

ARTICLE 11

HOLIDAYS

11.01 Instructors shall not be required to work on the following statutory holidays, and no amount shall be deducted from the pay which they are otherwise entitled to receive under Article 10 as the case may be as a result of the failure to work on such holidays:

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

Any other day declared as a school holiday by the Minister of Education and enjoyed by the Board's students.

It is understood that since the instructors are not required to work during the summertime they are not entitled to receive any additional pay for Canada Day, Simcoe Day or Labour Day.

ARTICLE 12

VACATIONS

12.01 It is understood and agreed that the salaries set out in Article 10 are annual salaries and that vacation pay is included inasmuch as the days worked are "school days" as defined by the school year adopted by the Board in accordance with the regulations made under The Education Act of Ontario and all school vacations are available to the instructors as paid vacations.

ARTICLE 13

SICK LEAVE PLAN

- 13.01 The sick leave plan appended hereto shall be available to the instructors. Paragraph 2 of Part 1 and paragraph 4 of Part 5 of such plan are subject to the grievance procedure set out in Article 7.
- 13.02 The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
- 13.03 An instructor who may be entitled to deduct one or more days of leave from any accumulated sick leave credits but does not have sufficient credits, the instructor may use in lieu thereof any current unused sick leave in anticipation of an accumulation of sick leave credits at the end of the school year. However, if at that time the instructor does not have any unused sick leave to accumulate, then that instructor's last instalment of salary for the school year shall be adjusted by the amount paid to the instructor during any such leaves.

ARTICLE 14

LEAVES OF ABSENCE

Union Business

- 14.01 Upon written request by the Local Union to the Board given at least ten (10) days in advance, the Board will grant leave of absence without pay, if such leaves do not unduly interfere with the Board's operations, to instructors to attend Union conventions or seminars provided:
- (i) such leaves do not exceed an aggregate of thirty (30) working days in any calendar year provided the Director of Education may, at the request of the Local Union, grant an additional five (5) man-days in any calendar year;
 - (ii) no more than three (3) instructors are absent on such leaves at any one time and no more than one (1) instructor absent from the same school, and
 - (iii) no instructor is entitled to more than ten (10) such days off in any one calendar year, provided that such number of days off shall be increased up to fifteen (15) if the instructor requesting such additional days is an officer of the Local Union.
- 14.02 An instructor 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.

Compassionate Leave

- 14.03 (a) The Board shall grant to an instructor requiring leave by reason of a death in the instructor's immediate family (spouse, child, mother, father, brother, sister, mother-in-law, father-in-law, grandchild or any grandparent) up to five (5) working days without loss in pay for the purpose of attending the funeral;
- (b) The Board shall grant to an instructor requiring leave by reason of the death of an uncle, aunt, brother-in-law, sister-in-law, son-in-law or daughter-in-law of the instructor up to two (2) working days without loss in pay for the purpose of attending the funeral.

Statutory Pregnancy and Parental Leaves

- 14.04 (a) Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix A). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 14.07.

Application for Pregnancy/Parental Leave

- (b) An instructor shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the Human Resources Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.
- (c) Instructors are encouraged to apply for leave for the entire duration of their leave at the same time. At least 30 days written notice should be given to the Board prior to the commencement of the leave. However, if the instructor had not applied for one or more leaves at the same time such instructor may on at least 30 days written notice apply for the further leaves as provided in this Article.

If unforeseen circumstances subsequently arise related to the health or the coming into custody, care and control of the child that require the instructor to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency.

- (d) An instructor will be required to provide a letter from a physician certifying that she is able to resume full duties.

Extended Parental Leave

- 14.05 (a) An instructor is entitled to the extended parental leaves set out below provided the following conditions have been met:
- (i) the instructor has successfully completed the probationary period, prior to beginning the statutory leave; and
 - (ii) the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed two calendar years.

- (b) First Extension - Subject to clause 14.05(a) and upon request of the instructor made thirty (30) days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the Christmas break next following or until August 31 next following as chosen by the instructor.
- (c) Second Extension - Subject to clause 14.05(a) and upon request of the instructor made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant a second extended parental leave until the end of the Christmas break or until August 31.

Payment of Benefits

- 14.06 An instructor granted a statutory leave shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the instructor already enjoys unless the instructor elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave(s), but not during any extensions of such leaves. Such instructor shall assume the total cost of these benefit plans for any period of leave that exceeds the above mentioned periods if the instructor elects to remain covered under such benefit plans.

Supplementary Plan

- 14.07 An instructor taking pregnancy/parental leave under this Article who is subject to a waiting period of at least two weeks before receiving EI pregnancy/parental benefits shall receive an allowance, upon appropriate verification to the Board. This allowance shall be the same amount as the instructor receives in benefits from the EIC for a two week period.

Personal Leave

- 14.08 An instructor may be granted a leave of absence for personal reasons (including a leave to attend an accredited educational 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 Field Centre superintendent of education concerned at least fifteen (15) days prior to the requested leave, provided that in unusual circumstances the Board may waive such fifteen (15) day requirement. If such leave is for urgent personal business and is recommended by the Field Centre superintendent of education and approved by the Superintendent of Education, Human Resources, the instructor 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. If the instructor returns to work within sixty (60) days from the commencement of such leave, the instructor shall return to the instructor's position, unless such has become redundant, in which case a comparable position would be offered by the Board, and shall be entitled to any salary adjustments to which the instructor would have been entitled if the instructor had not been absent on leave.

- 14.09 Where an instructor is unable to arrange for anyone other than the instructor to care for a member of the instructor's immediate family (as defined in section 14.03(a)) who is seriously ill, such instructor may, with permission of the instructor's principal, use up to a maximum of five (5) accumulated sick leave days, if any, per illness to care for such member. On request, the instructor shall furnish acceptable evidence of such illness.
- 14.10 Special time off shall be granted to instructors for the purpose of writing university or similar examinations or attending the instructor's own graduation.

Other

- 14.11 (a) An instructor who is quarantined, called for jury duty or is subpoenaed as a witness in a matter in which the instructor is not a party or not the accused and who as a result thereof loses time from work shall be entitled to the instructor's salary notwithstanding such absence from work. In the case of a call for jury duty or service of a subpoena, the instructor will furnish to the Board proof of such call or service.
- (b) If an instructor is charged with a criminal or quasi-criminal offence and is not found guilty of the offence or any other offence, or if the charge is withdrawn, such instructor shall be entitled to draw on the instructor's accumulated sick leave credits for the number of days that the instructor was absent from work because the instructor was in attendance at Court in connection with such charge. This paragraph shall not apply if the offence charged is one for which the instructor has the option of electing to be tried in night court.
- (c) The Board shall reimburse an employee's legal costs where the employee has been charged with a criminal or quasi-criminal offence related to or arising out of employment with the Board and the employee is acquitted, the charge is unconditionally withdrawn or the case is dismissed.
- 14.12 An instructor who is on any leave without pay for any reason other than illness or accident in excess of fifteen (15) working days or an instructor who is on leave without pay in excess of thirty (30) working days by reason of sickness or accident not covered by Workplace Safety and Insurance may, to the extent permitted by the carriers thereof, continue to be covered by the Board's health and life insurance plans if the instructor pays the total cost of premiums therefor.

- 14.13 An instructor who has been granted a leave of absence and who fails to return to work on the first school day following the end of the leave, shall be considered to have terminated employment with the Board, unless the instructor has requested an extension(s) of such leave of absence as may be provided within the Collective Agreement, and the extension(s) has/have been approved.
- 14.14 The Board will grant leaves of absence of one (1) year to instructors on the basis of spreading four (4) years' salary over five (5) years (hereinafter called the "Plan") on the following terms and conditions:
- (i) any permanent full-time instructor who has completed at least two (2) years' employment with the Board may apply to participate in such Plan;
 - (ii) the maximum number of such leaves which may be granted under such Plan shall not exceed three in any one work year;
 - (iii) an instructor wishing to participate in such Plan shall apply on the form available from the Human Resources Department. The forms will be available on January 1 and must be received by the Human Resources Department on or before February 1 in order for the instructor to be considered for participation in the Plan commencing at the start of the following prescribed work year;
 - (iv) applications for such leave which have been approved by the immediate administrative and professional supervisors shall be considered by the Director who shall make the final decision. An instructor whose application is approved by the Director shall be so informed by June 1 next following;
 - (v) each instructor permitted to participate in the Plan shall enter into an agreement with the Board as follows:
 - (1) in each of the four (4) years of the Plan commencing the start of the prescribed work year next following approval the instructor shall be paid 80% of the salary and allowances to which the instructor is otherwise entitled under Article 18.
 - (2) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;

- (3) the leave of absence shall commence on the first work day of the prescribed work year of the 5th year from the commencement of the instructor's participation in the Plan;
- (4) during such work year of the leave of absence the Board shall
 - A. pay the instructor all the funds accumulated pursuant to (2) and interest earned in accordance with the foregoing either in a lump sum or in instalments in accordance with section 10.02, as the instructor may direct, and
 - B. pay that portion of the premiums payable for the benefit plans set out in sections 15.01, 15.02, 15.03 and 15.04 which it would have paid if the instructor were not on leave;
- (5) the instructor shall pay that portion of the premiums payable for such benefit plans which the instructor would have paid if the instructor were not on leave and the instructor's contributions to the Ontario Municipal Employees Retirement System (or the Teachers' Superannuation Plan, if applicable);
- (6) subject to any other provisions of the collective agreement, on the instructor's return from the leave, the instructor shall be returned to the municipality in which the instructor was employed immediately prior to such leave, if in the view of the Board it is practicable;
- (7) during such leave, the instructor's seniority shall accumulate but for the purposes of Article 10 the period of such leave shall not be regarded as experience;
- (8) the instructor shall not be entitled to any sick leave credits during the period of such leave but on the instructor's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave;
- (9) an instructor declared redundant under Article 9.06 or who leaves active employment with the Board while participating in the Plan must withdraw therefrom. The instructor shall then be paid within sixty (60) days a lump sum equal to the instructor's contributions plus interest accrued to date of the withdrawal;

- (10) the instructor may withdraw from the Plan
 - A. provided no replacement for the instructor has been engaged by the Board,
 - B. but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board;
- (11) notwithstanding the foregoing, the Board may, if it is unable to employ an instructor as a suitable replacement for the participating instructor who is on leave, defer such leave for up to one (1) year. In such event the participating instructor may withdraw from the Plan and the instructor shall then be paid within sixty (60) days a lump sum equal to the instructor's contribution plus interest accrued to the date of such withdrawal;
- (12) if a instructor dies, retires, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan the instructor's personal representative, in the event of the instructor's death, or the instructor shall be paid such lump sum and interest accrued up to the date of the instructor's death, retirement, dismissal, termination or leaving, as the case may be;
- (vi) The implementation of the Plan is conditional on approval by Revenue Canada and the obtaining of an advance income tax ruling that any instructor entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by her in the year and that the tax to be withheld by the Board shall be based on the amounts actually paid to the instructor.

ARTICLE 15

BENEFITS

- 15.01 (a) The Board shall pay 75% of the premiums in effect for LTD with the following features.
- (i) benefit - 75% of regular annual wage with any benefit from E.I., CPP, Workplace Safety and Insurance or similar sources to be integrated in such a way that total income from all these sources does not exceed 75% of annual wage;
 - (ii) qualifying period - 90 working days;
 - (iii) definition of disability - disability which prevents the employee from doing regular work for a period of two years and doing related work for the third year;
 - (iv) the plan will cover full time employees who are on the active payroll and not in receipt of Workplace Safety and Insurance;
 - (v) participation - mandatory participation by all employees who are eligible, except that if an employee is not actively at work when the insurance would otherwise take effect, the insurance will take effect on the next day on which the employee is again actively at work; AND
 - (vi) for a period of twelve (12) months following the date of enrolment in the LTD Plan, an employee is not entitled to benefits if the disability results from a condition for which the employee was treated during the three (3) month period preceding the date of enrolment.
- 15.02 Effective upon ratification the Board shall continue the Great West Life Dental Plan based on the applicable 2004 Ontario Dental Association (ODA) tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. The Board shall pay 100% of the premiums for the basic plan with Riders 1 and 2, and the major restorative and orthodontic riders.

Effective December 1, 2008 ODA to be updated to 2005;
Effective September 1, 2009 ODA to be updated to 2006;

**Effective September 1, 2010 ODA to be updated to 2007;
Effective September 1, 2011 ODA to be updated to 2008.**

15.03 The Board shall continue the existing Great West Life Semi-Private Plan and the Great West Life Extended Health Plan with the deductible of \$10 and \$20 and the Great West Life \$250/24 Vision Care Plan, and pay an amount equal to 100% of the premium in force **on June 1, 2004.**

- i) Effective December 1, 2008 premiums at the June 1, 2005 level;**
- ii) Effective September 1, 2009 premiums at the June 1, 2006 level;**
- iii) Effective September 1, 2010 premiums at the June 1, 2007 level;**
- iv) Effective September 1, 2011 premiums at the June 1, 2008 level.**

15.04 The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary. With respect to the premium payable on the first \$25,000 of coverage the Board shall contribute an amount equal to 100% of the premium in force **on June 1, 2004:**

- i) Effective December 1, 2008 premiums at the June 2005 level;**
- ii) Effective September 1, 2009 premiums at the June 2006 level;**
- iii) Effective September 1, 2010 premiums at the June 2007 level;**
- iv) Effective September 1, 2011 premiums at the June 2008 level.**

Each instructor shall pay the balance of the premiums required to be paid for that instructor's insurance coverage.

An instructor who is absent from work due to an illness or accident for more than five months is required to notify the Board's Benefits Department thereof in writing. Failure to do so may negate the instructor's coverage under such plan.

Effective September 1, 2005 benefits coverage outlined in Article 15.02 and 15.03 shall be extended to dependents up to the age of twenty-five (25) who are enrolled full-time in a post secondary school institution.

15.05 The Extended Health Care Plan set out will include an annual aggregate of \$500 per person for all of the following: psychologist, speech therapist, podiatrist, acupuncture, chiropractor, registered massage therapist, osteopath, naturopath, chiropractor, and physiotherapist.

15.06 The portion of a E.I. rebate which may arise by reason of the Board's sick leave plan shall be used by the Board to offset its cost to provide benefits under this Article. The Board will provide the Union with an annual statement of the amount of any such rebate.

15.07 The Board shall have the right to determine the carrier for any of the benefit plans covered in this Article except OHIP 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.

- 15.08 The Board shall continue to contribute on behalf of its instructors as required by the Ontario Municipal Employees' Retirement System including Supplemental Type 1.
- 15.09 (a) Instructors required to use their vehicles for approved travel in connection with their assignment, shall be paid a travel allowance at the following rate:
- \$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.29 per kilometre for subsequent kilometres travelled.
- (b) An instructor entitled to a reimbursement shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the instructor shall furnish evidence of this insurance to the Board.
- 15.10 If the Board determines in its discretion that a car is not essential to an itinerant instructor, the Board shall reimburse such instructor for public transportation costs.
- 15.11 Employees terminating benefit plan coverage during leaves of absence must re-apply for such coverage, if so desired, upon their return to work.
- 15.12 All employees regardless of age, will be eligible to enrol in the dental and extended health care plans.**

ARTICLE 16

MISCELLANEOUS

- 16.01 All correspondence between the Board and the Local Union arising out of this Agreement, or incidental thereto, shall pass to and from the Superintendent of Education, Human Resources and the President and Recording Secretary of the Local Union with copies to the Director of Education of the Board and the National Representative of CUPE assigned to the Local Union.
- 16.02 If, subsequent to entering the employ of the Board, an instructor takes an educational course at the written request of the Board, confirmed by the Superintendent of Education, Human Resources, the Board will pay 100% of the cost of such course.
- 16.03 The Board shall supply sufficient copies of this Agreement for all instructors in the bargaining unit and to each new instructor at the time of hiring.
- 16.04 A Union-Management meeting between officers of the Local Union and representatives of management may meet periodically to discuss matters of mutual concern. The party requesting the meeting shall provide a proposed agenda with any request for such meeting. When meetings are held during an instructor's working hours, no loss of pay will result.

Such meeting shall be convened within thirty (30) days of either party giving notice to the other. Except as may be agreeable to the other party, neither party shall request more than two (2) meetings per year. Either party may place items on each agenda.

It is understood that one such meeting shall be called for on an annual basis in order to review and to discuss those health benefits outlined within the collective agreement including issues related further to the Workplace Safety and Insurance Act.

It is understood that the representatives at the Union-Management meeting do not have the authority to amend the collective agreement.

The Board agrees to consult with the Union prior to the implementation of any major changes in the model of extended day program delivery for the International Languages Program (Elementary Schools). Such consultation shall occur by means of a Union-Management meeting called by Management and shall be in addition to the regular Union-Management meetings referred to elsewhere in this article.

- 16.05 An instructor shall not be required to replace a member of the teaching staff.
- 16.06 (a) If an instructor is required to instruct and/or supervise more than 260 full time students, such instructor will not be required, on an on-going basis, to instruct and/or supervise, more than 36 students in a classroom at any one time during an instructional period.
- (b) A full time student in part (a) above, is one who is instructed in an International Languages Program (Elementary Schools) for an average of 30 minutes per day. A student instructed for an average of less than 30 minutes per day shall be prorated accordingly.
- (c) In recognition of the fact that there is no planning and evaluation time allotted to instructors, instructors will not be required to perform bus duties nor to supervise during the morning or afternoon school recess period or during the lunch period.

ARTICLE 17

HIRING THE DISABLED

17.01 In the event that the Board wishes to employ an instructor or arrange for the return to work of an instructor who has a disability that constitutes a handicap (as defined in section 9(b) of the Human Rights Code) in the performance of any work to be done by such instructor for the Board, the Board may, with the consent of the Union and the instructor concerned, enter into an arrangement which provides for an annual salary, allowances and benefits different from those provided in this agreement. Such arrangement is to be reviewed at least once a year.

ARTICLE 18

SEXUAL HARASSMENT

- 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 instructors 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

PROFESSIONAL DEVELOPMENT

19.01 During the school year, provided the Board designates at least one (1) day as a board-wide professional development day, it is the Board's intention to organize for one (1) of such days a program related to the functions of instructors.

If the Board does not designate a day as a board-wide professional development day, it will nevertheless attempt to give each instructor an opportunity to participate in one (1) professional development day per school year related to the functions of instructors.

19.02 The Board will pay the cost of prior approved courses. Any funds granted to an instructor for such purpose shall be in accordance with the following:

- (i) the applicant shall have a minimum of five (5) years experience with the Board;
- (ii) applications shall be submitted in writing to the Superintendent of Education, Staff Development, not later than June 30 for courses to be taken during the following 14 months. (Note: only a general outline of proposed program or course is necessary for initial approval.);
- (iii) selection shall be made by a committee comprised of equal numbers of instructors and the Board's administrative officials but not more than three (3) each;
- (iv) the committee shall make recommendations to the Director of Education taking into consideration the high quality of service of applicants and relative lengths of service of applicants.
- (v) evidence of completion of the approved course.

19.03 If, subsequent to entering the employ of the Board, an instructor takes an educational course at the written request of the Board, confirmed by the Superintendent of Education, Human Resources, the Board will pay 100% of the cost of such course.

ARTICLE 20

JOB POSTING

20.01 Where a permanent vacancy for a position which is 80% or more basic time class occurs and the Board determines to fill such vacancy or a new position within the bargaining unit is established, such vacancy shall be posted for a period of 15 consecutive calendar days with a copy to the President and Recording Secretary of the Union. Applications for such vacancy shall be made in writing within a 15 day period referred to herein.

20.02 **The Board shall consider the following two factors in determining which employee is to be selected:**

- (i) **relative seniority of the applicants; AND**
- (ii) **the ability, knowledge, training and skill of the applicant to do the job.**

When factor (ii) is relatively equal as between two (2) or more applicants, their relative seniority shall govern. If none of its employees who have applied for the vacancy is qualified to fill a vacancy, the Board may engage an employee from any other source.

20.03 The position must be filled by the successful candidate by September or January following the posting. The vacant position may be filled on a temporary basis from the time vacancy occurs until the date on which the successful candidate starts in the position.

20.04 A job shall not be considered vacant for posting where the employee is on vacation, or on secondment, is absent due to illness or leave of absence, or on lay-off subject to recall.

20.05 It is understood that temporary vacancies, as outlined in 20.04 are expected to be filled on a temporary basis, and will not be posted.

ARTICLE 21

TERMINATION

21.01 Save as otherwise set out, this Agreement shall become effective on the **1st of September, 2008** and shall terminate on the **31st of August, 2012**.

ARTICLE 22

NOTICE OF RENEWAL

22.01 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.

22.02 For the purpose of sending proper notices herein, the following shall be the addresses of the respective parties:

Senior Coordinator of Employee Relations
Toronto Catholic District School Board
80 Sheppard Avenue East
Willowdale, Ontario
M2N 6E8

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

22.03 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 Board has caused its corporate seal to be affixed hereto under the hands of its proper officers authorized in that behalf and the authorized representatives of the Union and of the Local Union have hereunto set their hands and seals.

EXECUTED AT TORONTO as of the date first above written.

FOR THE UNION

[Handwritten signatures for the Union: Denise Carter, Maneweff, Buello, Scarach, and another signature]

FOR THE BOARD

[Handwritten signatures for the Board: G. Anderson and B. Anderson]

APPENDIX A

TORONTO CATHOLIC DISTRICT SCHOOL BOARD
PLAN FOR SICK LEAVE AND
RETIREMENT GRATUITY

PART I - GENERAL

1. Under authority of section 39 of the School Administration Act, 1967, now The Education Act, a plan for SICK LEAVE AND RETIREMENT GRATUITY based on sick leave credit was revised as of September 1, 1969, for every employee eligible under section 5 hereof and, subject to the final authority of the Board, the administration of the plan shall be vested in the Director Education.
2. The Director of Education shall have the power to do and perform all things necessary for the conduct of the plan including the power, subject to appeal to the Board, to allow or disallow any sick leave credit or deduction therefrom under this plan and to compute upon severance of employment, the gratuity, if any, payable to the employee.
3. The Director of Education shall direct that records of sick leave credits, accumulated sick leave and deductions therefrom be maintained.
4. In the case of dispute with respect to any matter concerning the operation of this plan, the decision of the Board shall be final.
5.
 - (a) All employees of the Board or the permanent or probationary staff other than those subject to other agreements shall be included under this plan.
 - (b) Persons employed on a part-time basis shall be included under this plan. The benefits will be calculated on a pro rata basis. A supply secretary who is assigned to a particular school or other place of work for at least three continuous months shall be eligible for two days of paid sick leave on the basis referred to in Article 13 of the collective agreement but may not accumulate any unused sick leave beyond the period of such assignment.
 - (c) Temporary employees who are employed for a specific period of time shall be entitled to sick leave credits on a pro rata basis. However, temporary employees who are employed on a day-to-day basis, or at any hourly rate of payment, shall not be included under this plan.

6. Sick leave credits shall be calculated for a working year of ten (10) months from September 1 at the rate of two (2) days per month. Sick leave credits shall be calculated for a working year of more than ten (10) months from January 1 at the rate of two (2) days per month. For any employee commencing employment after the first day of the working year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the working year.
7. The initial 12 days of sick leave credits accumulated each year shall be used exclusively for an employee's personal illnesses. Any additional accumulation beyond 12 days may be used either for personal illness or for other leaves of absence as defined in the collective agreement.
8. At the commencement of employment, and at the beginning of each working year, the employee's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month.
9. One hundred per centum (100%) of unused sick leave may be accumulated.
10. While an employee is on leave of absence without pay or is on layoff the employee shall not accumulate any sick leave credits but shall retain whatever sick leave credits that may have accumulated at the date of such leave or layoff and be entitled to the use thereof upon the employee's return from such leave or upon being rehired subsequent to being recalled.

PART 2 - INITIAL CREDIT AND TRANSFER

1. (a) Cumulative Sick Leave Plan in operation prior to September 1, 1969, will be credited to the employee's account in the revised plan.
 (b) Initial credits shall apply to employees of the Board on September 1, 1969.
2. Where an employee of a municipality or local board, which has established a sick leave credit plan under The Municipal Act or similar legislation, becomes an employee of this Board on or after the effective date of this plan (September 1, 1969) said employee shall be entitled to have placed to the employee's credit in the plan of the municipality or local board by which the employee was previously employed to the maximum allowed under the Toronto Catholic District School Board plan.
3. Where an employee of this Board becomes an employee of another board or municipality, said employee shall be entitled to a transfer of the employee's sick leave credit to the sick leave plan, if any, of the new employer. (Ref. The Municipal Act, section 386, paragraph 49)

4. No transfer into, or out of, the sick leave credit plan of this Board shall be made if the employee receives from the first of the two employers a gratuity or other allowance paid in respect to accumulated sick leave.
5. In the event of re-employment of an employee, the Board shall reinstate the accumulated sick leave allowance held by the employee on resignation, provided that the employee has not had intervening employment that interrupted the continuity under which such sick leave credits are accumulated and that the period of non-employment does not exceed six (6) months from the date of resignation.

PART 3 - ABSENCE WITH DEDUCTION FROM SICK LEAVE CREDIT

1. Absence for illness of the employee for a period of three (3) consecutive working days or less may be certified by the school principal or by the official of the board in charge of the appropriate department. Absence over three (3) consecutive working days must be certified by a qualified medical or dental practitioner and it is the responsibility of the employee to provide this evidence to the Board within five (5) days after returning to duty. The Board reserves the right to have a medical practitioner of its own choice make an examination of an employee at any time before allowance for sick leave is given or while benefits from the plan are being received.
2. Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to said employee's credit in the sick leave plan.
3. If an employee submits a resignation effective earlier than the last day of the working year, deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

PART 4 - WORKPLACE SAFETY AND INSURANCE

Under the Workplace Safety and Insurance Act this Board provides protection for its employees for loss of salary due to injury sustained in the course of duty. Absence of one working day or less will be charged to sick leave credit. Absences in excess of one day will not be charged to sick leave credit.

PART 5 - RETIREMENT GRATUITY

1. An employee upon retirement or death shall be entitled to a gratuity based on the unexpended portion of the employee's sick leave credit (less any accumulated credits which have been used for leave purposes) in accordance with the following:
 - (i) the employee's normal weekly salary at the time of retirement or death shall be divided by 5. The result shall be multiplied by the number of unused accumulated days of sick leave times the applicable of the following percentages:

Year of Service	Percentage of Leave Credits
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

but in no circumstances shall such gratuity exceed 50% of the employee's annual rate of salary at the date of such retirement or death;

- (ii) the said gratuity shall be payable:
 - A. upon the death of an employee to the beneficiary named in the employee's life insurance policy with the Board, and
 - B. upon the retirement at age 55 years or more of an employee on an OMERS pension to such employee;
 - (iii) employees on staff as of June 30, 1969, may have their sick leave accumulated and their retirement gratuity calculated on the plan in force on June 30, 1969;
 - (iv) no employee shall be entitled to more than an amount equal to the employee's salary, wages or other remuneration for one-half the number of days standing to the employee's credit and in any event not in excess of the amount of one-half year's earnings at the rate received by the employee immediately prior to termination of employment (ref. The Education Act and the Municipal Act);
 - (v) the computation of the gratuity shall be based only on sick leave accumulated in service with this Board.
2. The retirement gratuity shall be paid in one amount on the first of the month following termination of employment, according to the option of the employee.
 3. In the event of the death of an employee, the retirement gratuity calculated on the cumulative sick leave credits at the time of death shall be paid to the beneficiary named in the employee's Group Life Insurance Policy.
 4. The Board shall have the right at all times to withhold payment of a gratuity to a person discharged for reasons which the Board may deem to have moral or legal implications.

PART 6 - AMENDMENT OR REPEAL

The Board reserves the right to amend, repeal or re-enact any clause of the plan.

APPENDIX B

LETTER OF UNDERSTANDING

WHEREAS the Board has been informed by Human Resources Development Canada (HRDC) that the Supplemental Employment Insurance Benefit ("SUB") Plan respecting pregnancy and parental leaves under the said collective agreement does not meet all the conditions of subsection 57(13) of the Employment Insurance Regulations;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants hereinafter expressed and contained, the Board and the Union do covenant, undertake and agree the one with the other as follows:

1. Instructors must apply for and must be in receipt of employment insurance benefits to receive payments under the SUB Plan within the meaning of s.57(13)(c) of the Employment Insurance Regulations.
2. Instructors have no vested right to payments under the SUB Plan except to payments during a period of unemployment specified in the SUB Plan within the meaning of s.57(13)(h) of the Employment Insurance Regulations.
3. Payments to Instructors respecting guaranteed annual remuneration or respecting deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SUB Plan within the meaning of s.57(13)(i) of the Employment Insurance Regulations.

APPENDIX C

September 2003

Re: Salary Grid Restructuring

LETTER OF UNDERSTANDING

During the past few years, the parties have discussed their mutual concern with regard to the level of provincial funding for the International Languages Extended Day Program.

Further to the negotiations for the renewal of the collective agreement during the 2002-2003 school year, the parties agreed to restructuring the salary grids as outlined in Article 10.

It is further understood and agreed that with the salary grid restructuring, individuals at Level 2, Step 8 or greater shall be grandfathered. Individuals currently at Level 2, Step 7 or less shall proceed through the grid and its steps to Step 7 which will become the maximum upon ratification of the agreement.

APPENDIX D

LETTER OF UNDERSTANDING

RE: CALLING OUT OF STUDENTS/ABSENCE REPORTING

Board and the Union agree to meet within 60 days of the date of ratification at a Union/Management meeting to discuss certain issues including the calling of the students out of the International Languages classroom and the absence reporting form.

APPENDIX E**LETTER OF UNDERSTANDING****PROFESSIONAL DEVELOPMENT ALLOCATION**

The board will receive, in 2008-2009, a one time allocation for professional development and training for support workers. The parties shall establish a joint committee upon ratification to make recommendations to the Board for the expenditure of such one time funding. The proportionate share of money for the bargaining unit as provided by the Ministry of Education will be used to support the professional development of bargaining unit members in the 2008-2009 and/or 2009-2010 school years. It is understood that the total amount used for professional development activities for members of the bargaining unit shall not exceed the bargaining unit's proportionate share of the fund provided by the Ministry of Education.

The bargaining unit's allocation of the enhancement shall be the ratio between the Bargaining Unit's FTE to the total FTE of the Board's unionized and non-unionized support workers as reported in the 2006/2007 Financial Statements.

The Board shall share the financial analysis and calculations of the allocation with the Local Union.

APPENDIX F**LETTER OF UNDERSTANDING****CONTINUING EDUCATION AND INTERNATIONAL LANGUAGES
INSTRUCTORS****(September 2009 Enhancements)**

- **The parties note the government's intention, conditional upon the approval by the Lieutenant-governor-in-Council, to enhance the funding benchmarks for the Continuing Education and the International Languages, Elementary components of the Continuing Education and Other Programs Grant in the GSN by 3.5% in 2009-2010.**
- **The Parties agree that this incremental funding shall be used in local bargaining for improvements in working conditions for education support workers delivering continuing Education and International Languages programs.**
- **The Parties further agree to establish a joint committee following January 1, 2009 to determine how such additional funding will be implemented.**
- **The Board shall share the financial analysis and calculations of this allocation with the local Bargaining Unit.**

APPENDIX G**BENEFITS AND OTHER WORKING CONDITIONS ENHANCEMENT
(September 2010)**

The parties agree to establish a joint committee following January 1, 2010 to determine the manner in which additional funding for benefits and other working conditions as per the PDT agreement effective the 2010/2011 school year is to be allocated.

The Local Union's bargaining unit share of the Board's allocation in this regard shall be the ratio of its FTE employees eligible for benefits compared to the total FTE of unionized and non-unionized employees as reported as at October 31, 2008. Occasional Teachers are excluded from these ratio calculations.

The joint committee, although not limited to, shall address the following area for consideration relative to the expenditure of the enhanced funding in this regard, namely-

- Health and dental plan premiums paid at September 1, 2010 levels.

APPENDIX H
LETTER OF AGREEMENT
CONTRACTING OUT

In the event the Board proposes to contract out any work normally performed by employees, the Board shall notify the Local Union at least two months in advance, where possible, and discuss with the Union such proposal or decision. No bargaining unit work shall be contracted out without prior consultation with the union.

APPENDIX I**DEFINITION OF****OMERS CONTRIBUTORY EARNINGS**

The following definition of contributory earnings under the OMERS pension plan is provided for information purposes only and is non grievable. The parties will continue to be bound by any and all amendments to the OMERS pension plan.

Contributory earnings must include all regular earnings as follows:

- Base wages or salary;
- Regular vacation pay if there is corresponding service;
- Normal vacation pay for other-than-continuous full-time members. Include vacation hours in credited service;
- Retroactive pay (including any pay equity adjustment) that fits with OMERS definition of earnings for all members, including active, terminated, retired and disabled members;
- Lump sum wage or salary benefits which may vary from year to year but which form a regular part of the compensation package and are expected to normally occur each year (for example, payment based on organizational performance, some types of variable pay, merit pay, commissions);
- Market value adjustments (for example, percentage paid in addition to a base wage as a result of market conditions, including retention bonuses if they are part of your ongoing pay strategy and not a temporary policy);
- Ongoing special allowances (for example, flight allowance, canine allowance);
- Pay for time off in lieu of overtime;
- Pay in lieu of benefits (for example, when an employer has a flexible benefit program and the employee receives compensation in lieu of the benefit option);
- Salary or wages for period of suspension where a member is reinstated with full pay and seniority (for example, a grievance settlement specifically reinstates a terminated employee with full pay and seniority);
- Danger pay;
- Acting pay (pay at a higher salary rate for acting in place of an absent person);
- Shift premium (pay for shift work);
- Ongoing long service pay (extra pay for completing a specified number of years of service);
- Sick pay deemed to be regular wages or salary;
- Salary or wage extension for any reason, provided service is extended (the member must be kept whole for example, continuation of salary and benefits). If the member becomes employed in another position and begins

- contributing to another registered pension plan (except CPP) the balance of the extension period becomes unpurchasable service;
- **Stand-by pay/call in pay (pay for being on call, not pay for hours worked when called in) [where this pay is in relation to duties that are an extension of the member's normal job];**
 - **Living accommodation premiums provided (if paid as a form of compensation and not as a direct expense reimbursement);**
 - **Ongoing taxable payments to pay for costs (for example, educational or car allowance);**
 - **Taxable premiums for life insurance;**
 - **Taxable value of provided vehicle or car allowance (for example, if an employer provides an allowance (that is, expenses that are not reimbursed) then the allowance is considered part of contributory earnings. If an employer reimburses mileage, this reimbursement represents payment for gasoline, maintenance, insurance, wear and tear on the vehicle and license fees and should not be included as part of contributory earnings;**
 - **Payments for unused accumulated sick days or vacation time, only on retirement and only if credited service is extended. When you include lump sum payments for unused sick days or vacation time as contributory earnings, you must also extend the retirement date and the credited service by the number of days covered by the payment. The member's pension will begin on the first day of the month following the revised retirement date.**