COLLECTIVE AGREEMENT

between

The Toronto District School Board

and

The Ontario Secondary School Teachers' Federation

for the

2008-2009, 2009-2010,

2010-2011 and 2011-2012

school years

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RECOGNITION

The Board recognizes the Ontario Secondary School Teachers' Federation (hereinafter referred to as O.S.S.T.F.) mentioned in the description of the parties to this Agreement as the sole and exclusive Bargaining Agent of all teachers, other than occasional teachers, who are assigned to one or more secondary schools or who perform duties in respect of such schools all or most of the time.

(i) For the purposes of Recognition:

"teacher" bears the same meaning as the "Part X.1 teacher" as defined in the Education Act, as amended from time to time, including O.S.S.T.F. members assigned to Junior High Schools.

"occasional teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended from time to time, and

with respect to the bargaining unit placement for teachers assigned to junior high schools, the bargaining agents for both the elementary and secondary bargaining units have agreed that the Board shall continue past practice (in effect during the 1997-98 school year) as set out in the prior secondary and elementary collective agreements.

(ii) The Board further recognizes and O.S.S.T.F. confirms that O.S.S.T.F. has duly authorized the Secondary School Teachers' Bargaining Unit of O.S.S.T.F. District 12 Toronto hereinafter referred to as the Bargaining Unit to act as the agent of O.S.S.T.F. in all matters relating to the negotiation, interpretation, administration and application of this Agreement on behalf of all Teachers and Continuing Education Teachers employed by the Board.

(iii) All matters and rights, not prescribed by this Agreement, shall remain within the sole and exclusive right of the Board to manage its affairs.

PART I - GENERAL

1.1.0.0.0. DEFINITIONS

1.1.1.0.0. In this Agreement:

1.1.1.1.0. "Agreement" means this Agreement made pursuant to the Education Act, as amended from time to time.

1.1.1.2.0. "Bargaining Agent" means The Ontario Secondary School Teachers' Federation.

1.1.1.3.0. "Bargaining Unit" means the secondary teachers as described in Recognition above.

1.1.1.4.0. "Board" means the Toronto District School Board.

1.1.1.5.0. "Continuing Education Teacher" means a teacher employed by the Board under the working conditions set out in Part VI to teach a continuing education course or class established by the Board in accordance with the regulations for which membership in the Ontario College of Teachers is required.

1.1.1.6.0. "Credit" means a sick leave credit entitling a Teacher or Part-time Teacher to payment of salary or part-time salary respectively for one day under the provisions of this Agreement during absence from duty.

1.1.1.7.0. "Director" means the Director and

Secretary-Treasurer of the Board.

1.1.1.8.0. "Equivalent Teaching Experience" means the sum of the years of Teaching Experience and the years of Related Experience as defined herein.

1.1.1.9.0. "Evaluation" means an evaluation of a Teacher's classroom teaching by a supervisory officer of the Board (or a Predecessor Board) and/or Principal or Vice Principal which may result in a written report being put in the Teacher's file referred to in 3.5.0.0.0.

1.1.1.10.0. "Fixed Term" means a term of employment to which the Replacement Teacher agreed by signing a letter similar to that set out in Appendix C.

1.1.1.11.0. "Grid Salary" means salary according to the salary scales in 2.2.0.0.0.

1.1.1.12.0. "Occasional Teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, as amended from time to time.

1.1.1.13.0. "Part-time Teacher" means a Teacher employed on a regular basis for other than full-time duty.

1.1.1.14.0. "Permanent Teacher" means a Teacher who has successfully completed the probationary requirements.

1.1.1.15.0. "Position of Responsibility" means a position of responsibility within the Bargaining Unit.

1.1.1.16.0. "Predecessor Board" means any of the following:

- The Board of Education for the Borough of East York
- The Board of Education for the City of Etobicoke
- The Board of Education for the City of North York
- The Board of Education for the City of Scarborough
- The Board of Education for the City of Toronto
- The Board of Education for the City of York
- Le Conseil des écoles françaises de la communauté urbaine de Toronto
- The Metropolitan Toronto School Board

1.1.1.17.0. Probationary Teacher means a Teacher who has not actively completed one continuous year of successful teaching as determined by the Board.

1.1.1.18.0. "Related Experience" means experience in a trade or business or any other experience relevant to teaching for which credit may be given for advancement on the steps of the salary scale.

1.1.1.19.0. "Replacement Teacher" means a Teacher employed for a Fixed Term, to replace a Permanent or Probationary Teacher beginning when a continuous absence is known to extend or has in fact extended into the next school year, but excludes an Occasional Teacher.

1.1.1.20.0. "Teacher" means a teacher as defined in Part X.1 of the Education Act, as amended from time to time, but "Teacher" excludes an Occasional Teacher and a Continuing Education Teacher.

1.1.1.21.0. "Teaching Experience" means the number of years of experience to the nearest tenth of a year at September 1 in any year for which a Teacher is given credit as experience in teaching in accordance with the provisions of this Agreement.

1.1.1.21.1. "Teaching Experience" shall not include credit given for Related Experience and shall not include experience gained as a Continuing Education Teacher or while on a leave of absence without pay from the Toronto District School Board.

1.1.1.22.0. "Temporary Teacher" means a person employed to teach under the authority of a letter of permission.

1.1.1.23.0. "Total Salary" means Grid Salary and all allowances, except expense allowances, for assignments made pursuant to this Agreement.

1.2.0.0.0. TERM OF AGREEMENT

1.2.1.0.0. This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it

desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Ontario Labour Relations Act.

1.2.2.0.0. The parties to this Agreement may by mutual consent, at any time during the life of this Agreement, amend or add to any term or condition of this Agreement.

1.2.2.1.0. Either party wishing to amend or add to this Agreement as stated under 1.2.2.0.0. shall notify the other party to this effect, such notice to be given in writing, and the parties shall meet within 30 days to determine if the other party will agree to re-open the Agreement.

1.2.3.0.0. There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. The terms “strike” and “lock-out” shall bear the same meaning given by the Ontario Labour Relations Act, R.S.O. 1990, as amended and the Education Act R.S.O. 1990, as amended.

1.3.0.0.0. TO WHOM THIS AGREEMENT APPLIES

1.3.1.0.0. The terms and conditions of employment in this Agreement except those set out in Part VI shall apply to all Teachers.

1.3.1.1.0. The terms and conditions of employment in Part VI of this Agreement shall apply to all Continuing Education Teachers

including those in continuing education Positions of Responsibility. Part VI of this Agreement does not apply to a Teacher employed in a continuing education site.

1.3.1.2.0. The terms and conditions of employment in Part VI do not apply to a Teacher employed to teach in the regular day school program but who is assigned duties in Continuing Education and has not accepted additional employment as a Continuing Education Teacher.

1.3.1.3.0. The terms and conditions in Part VI apply to a Permanent or Probationary Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.

1.3.2.0.0. The Board shall provide, at the Board's expense, a copy of this Agreement to each Teacher, and shall provide a copy of Part VI and any applicable letters of intent or understanding to each Continuing Education Teacher who is not a Teacher, and shall have other copies available at the Board office for inspection and shall provide copies to the Bargaining Unit Office upon request at the Board's expense. The Board shall consult with the Bargaining Unit prior to printing the Agreement regarding the format in which the Agreement is to be printed.

1.3.3.0.0. The Agreement exclusive of Part VI shall be deemed to form part of any contract of employment between the Board and the Teacher.

1.3.3.1.0. Part VI and any applicable letters of intent or understanding shall be deemed to form part of the contract of employment between the Board and the Continuing Education Teacher.

1.3.4.0.0. Except where otherwise provided, the provisions of this Agreement supersede all previous agreements.

1.3.4.1.1. Any teacher newly appointed to the position of Acting Vice-Principal/ Principal directly from a teaching position will be afforded the option of returning to his/her position with uninterrupted seniority by choosing to continue to pay dues to the District 12, O.S.S.T.F. based on his/her last year of salary earned as a teacher. This arrangement would be available for the period the new administrator's position is acting and may be extended by mutual consent to a maximum of two years.

1.4.0.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

1.4.1.0.0. Within the terms of this Agreement a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

1.4.2.0.0. A Teacher or group of Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the appropriate principal, or, if the Teacher does not report to a

principal, with the Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Teacher or group of Teachers may be accompanied by a representative of the Bargaining Unit. Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the Teacher that they may be accompanied by a representative of the Bargaining Unit.

1.4.3.0.0. A grievance may be filed on behalf of a Teacher or a group of Teachers by the Bargaining Unit at Step One within the next 20 school days following the day the cause of the grievance became known or reasonably ought to have been known to the Teacher.

1.4.3.1.0. A grievance relating to the discharge or discipline of a Teacher may be filed at Step Two with the agreement of the Bargaining Unit. In any other event, such grievance shall be filed at Step One.

1.4.4.0.0. **Step One**

If no resolution is reached under 1.4.2.0.0. a grievance may be submitted by the Bargaining Unit on behalf of a Teacher or a group of Teachers to the Director or designate in writing, signed by the president of the Bargaining Unit or designate. A copy shall be given to the appropriate principal or immediate supervisor.

1.4.4.1.0. The grievance shall state the clause

or clauses of this Agreement that it is alleged have been violated.

1.4.4.2.0. The Director or designate shall attempt to resolve the grievance within ten school days of receipt of the grievance and may meet with the grievor(s) and the Bargaining Unit representative at a mutually agreeable time.

1.4.5.0.0. **Step Two**
If no settlement is reached at Step One, the Bargaining Unit on behalf of the Teacher or group of Teachers may within ten school days, request representatives of the Bargaining Unit and representatives appointed by the Board to meet to attempt to settle the grievance. The representatives shall meet within ten school days of the Bargaining Unit requesting such a meeting.

1.4.5.1.0. If the grievance is not settled within ten school days of the meeting or after written response has been given if earlier than ten school days or upon expiry of time limits, it may be referred to arbitration within thirty school days in accordance with 1.4.8.0.0.

1.4.6.0.0. The Board or Bargaining Unit may initiate a policy or group grievance beginning at Step Two of the grievance procedure. The Board or Bargaining Unit shall initiate such policy or group grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance

became known or reasonably ought to have been known to the grieving party.

1.4.6.1.0. The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 90 school days preceding the end of the term of this Agreement.

1.4.6.2.0. Any such grievance may be referred to arbitration as provided for below.

1.4.7.0.0. A grievance relating to 5.1.0.0.0. will still be lodged within the time limits of the Collective Agreement but its consideration may be deferred until after 5.1.5.5.0. where applicable, has been implemented with respect to a specific Teacher or group of Teachers and any such grievance shall be lodged at Step Two in accordance with the procedure given thereunder. In the event of a grievance or grievances being lodged under this clause other Teachers may be identified as surplus to a maximum equal to the number of Teachers grieving, pending the determination of the grievance.

1.4.8.0.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Bargaining Unit may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its

desire to submit the grievance to arbitration.

1.4.8.1.0. The notice shall specify whether the Board or the Bargaining Unit giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or Bargaining Unit not wishing a single arbitrator shall so advise the originating party within 15 school days and shall so advise the originating party, at the same time, of the name of the person who the responding Board or Bargaining Unit has appointed to the board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.

1.4.8.2.0. It is the right of the Board or Bargaining Unit to have any grievance referred to arbitration heard by an arbitration board rather than a single arbitrator.

1.4.9.0.0. The two appointees or, in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or the arbitration board shall hear and determine the grievance, shall

issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

1.4.10.0.0. Either party may, if the caseload warrants or if unreasonable delays are encountered in obtaining hearing dates, request the other party to consider means of expediting the process which may include a predetermined list of arbitrators, more expeditious methods of handling certain types of grievances, etc.

1.4.11.0.0. The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

1.4.12.0.0. The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.

1.4.13.0.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

1.4.14.0.0. The time limits prescribed in 1.4.0.0.0. to 1.4.12.0.0. shall be calculated excluding the date the cause became known, or reasonably ought to have

been known, but including the last day of the prescribed time limit.

1.4.15.0.0. Each of the parties shall bear the expense of its appointee, if any, to the arbitration board, and one-half the expense of the chairperson or single arbitrator. The parties shall pay their own expense of appearing at the hearing of the arbitration board.

1.4.16.0.0. No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.

1.4.17.0.0. If a grievance is not initiated within the time limit set forth in 1.4.3.0.0. or 1.4.6.0.0. or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned. The parties may by mutual consent agree to extend the time limits provided for herein. For the purpose of this grievance procedure the term "school days" as used herein shall mean a day that is within a school year and is not a school holiday.

1.4.18.0.0. If there are several grievances concerning similar matters, they may be heard or considered together as one grievance.

1.4.19.0.0. A Teacher may be disciplined only for just cause.

1.4.20.0.0. If a grievance concerns the discipline of a Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitration board may

confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.

1.4.21.0.0. A grievance involving remuneration may be initiated up to twelve (12) calendar months after the cause reasonably ought to have become known but the twelve (12) month period cannot extend beyond two (2) contract years.

1.5.0.0.0. INDIVIDUAL RIGHTS

1.5.1.0.0. Both the Board and Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

PART II - SALARY

2.1.0.0.0. PLACEMENT ON THE SALARY SCALES

2.1.1.0.0. All Teachers except for co-ordinators and assistant co-ordinators shall be placed on the salary scale according to the Group as determined in 2.1.2.0.0. and Equivalent Teaching Experience.

2.1.2.0.0. The group placement of a Teacher shall be determined by the Board based upon the Certification Rating Statement of OSSTF and the Group definitions set out in the OSSTF Certification Plan as of July 1 immediately prior to the start of a school year and take effect September 1 of each school year.

2.1.3.0.0. The Board shall neither reverse nor reconsider any determination made by it pursuant to 2.1.2.0.0. except in the case of error, fraud or mis-representation in the documentation furnished by the Teacher.

2.1.3.1.0. Notwithstanding the foregoing, in the case of a newly hired Teacher or a Teacher requesting a change in Group placement, the Board shall not be precluded from making a tentative determination of Group placement of a Teacher and reversing or reconsidering the same within one month of receipt of the appropriate certification documentation at the designated office of the Board if such documentation reveals that the tentative determination was made on

the basis of incomplete or inaccurate documentation. The Board will provide receipts giving the date, time of delivery, and a list of the documentation provided by the Teacher.

2.1.3.2.0. Except in the case of fraud or misrepresentation in the documentation furnished by the Teacher, no Teacher employed with the Board during the current school year shall be paid on the basis of a lower Group than the Group in which that Teacher was last paid prior to September 1 of the current school year, while the Teacher remains employed as a Teacher with the Board.

2.1.4.0.0. A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that school year provided that if the Teacher furnishes notice in writing by December 15 of a change in qualifications effective September 1 of that school year, Group placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes notice in writing by June 1 of a change in qualifications effective January 1 of that school year, Group placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1. Except when the Board makes a tentative determination of Group placement under 2.1.3.1.0. payment shall not be made on the basis of the changed

qualifications until proof of the change in qualifications has been submitted to the Board.

2.1.4.1.0. A Teacher shall submit all necessary written proof of the change in qualifications to the Executive Superintendent of Employee Services or designate within one month of receiving all of the necessary documentation.

2.1.4.2.0. It shall be the responsibility of the Teacher to apply promptly for any necessary written proof of a change in qualifications.

2.1.4.3.0. No overpayment or underpayment prior to September 1 of the current school year (or the first day of instruction in August for year round school programs) that resulted from incorrect Group placement shall be recoverable or payable unless the incorrect placement was made as a result of fraud or misrepresentation.

2.1.4.3.1. Notwithstanding 2.1.4.3.0., in the case of a dispute in regard to Group placement initiated prior to the commencement of the current school year, an overpayment, or underpayment may be recoverable or payable for a period within the school year commencing im-mediately prior to September 1 of the current school year.

2.1.5.0.0. The Teacher's salary step in each Group shall be determined by the Equivalent Teaching Experience credited to the Teacher.

2.1.6.0.0. A year or partial year of Teaching Experience in Ontario shall have been performed for a school or board as recognized by the Education Act, as amended from time to time and Regulations thereunder and shall be determined as follows:

2.1.6.1.0.

$$\frac{\text{Total Salary paid to the Teacher in a school year}}{\text{Full-time Total Salary for that Teacher in that school year (rounded to the nearest first decimal place)}}$$

Notwithstanding the formula set out above, a Teacher hired as a Teacher on or before October 31 of any school year during the term of this Agreement shall be credited with an amount of Teaching Experience equal to that which the Teacher would have received had the Teacher worked for the complete year.

2.1.7.0.0. For the purposes of determining Teaching Experience, the employment of a Teacher who has taught for the Board as a substitute for a Teacher for fifteen (15) or more consecutive instructional school days immediately prior to entering into that employment as a Teacher shall be deemed to have commenced on the initial day of the fifteen (15) or more consecutive instructional days.

Effective September 1, 2009 for the purposes of determining Teaching Experience, the employment of a Teacher who has taught for the

Board as a substitute for a Teacher for ten (10) or more consecutive instructional school days immediately prior to entering into that employment as a Teacher shall be deemed to have commenced on the initial day of the ten (10) or more consecutive instructional days.

2.1.8.0.0. Commencing September 1, 1975, a Teacher who has taught for the Board as a substitute for a Teacher for 20 or more consecutive instructional days and who subsequently becomes employed as a Teacher with the Board shall be granted 1/10 of a year of Teaching Experience for each of such 20-day periods.

2.1.8.1.0. Effective September 1, 1991 a Part-time Teacher who also teaches for the Board as a long term Occasional Teacher shall be granted 1/10 of a year of Teaching Experience for each 20 full-time equivalent day period of the long term occasional assignment.

2.1.8.2.0. Notwithstanding 1.1.1.21.1., effective September 1, 2005, Teaching Experience for newly hired Teachers shall include experience gained as an Adult Day School Continuing Education Teacher with the Toronto District School Board for each school year, to be calculated as:

$$\frac{\text{Number of credits taught in a Continuing Education adult day school}}{13}$$

2.1.9.0.0. In order to constitute Teaching Experience, years of Teaching Experience outside Ontario shall be

accepted as reported by boards, provinces, or territories within Canada or appropriate education authorities of foreign countries or recognized international agencies by which the Teacher was employed as a regular day school teacher provided that the Teacher's qualifications during those years of teaching were equivalent to the qualifications required to obtain a teaching certificate in Ontario at the time the Teacher is hired.

2.1.9.1.0. Experience in teaching outside Ontario shall be credited as Teaching Experience if the Teacher's academic qualifications at the time of teaching were not appreciably lower than those required at that time to teach for a board in Ontario. Credit for such experience shall not be denied merely because specialized teacher training was not required by the authority having jurisdiction in the area where the teaching experience was obtained. Teaching outside Ontario on a leave of absence without pay from the Toronto District School Board shall not constitute recognized Teaching Experience.

2.1.10.0.0. For the purpose of Related Experience:

2.1.10.1.0. Credit may not be given for experience used to obtain entrance to a faculty of education, or for summer employment.

2.1.10.2.0. Credit may be given for Related Experience obtained prior to graduation from university.

2.1.10.3.0. The maximum credit that may be given for Related Experience is **six (6)** years.

2.1.10.4.0. A year or partial year of Related Experience shall be determined in terms of a calendar year, rounded to the nearest first decimal place.

2.1.10.5.0. Upon ratification of this agreement, all rules, policies and protocols relating to the determination of Related Experience shall be included in the New Hire Package. A copy of the rules, policies and protocols shall be submitted to the Bargaining Unit.

2.1.10.6.0. Effective September 1, 2001 Related Experience for continuing education in an adult day school shall, for each school year, be calculated as:

$$\frac{\text{Number of credits taught in a Continuing Education adult day school}}{13}$$

2.1.10.6.1. For the purpose of 2.1.10.6.0., number of credits means only the number of credit or Credit-Equivalent Courses taught for continuing education in an adult day school of the Board.

2.1.11.0.0. Equivalent Teaching Experience shall not exceed 1.0 years for any period commencing September 1 and ending the following August 31.

2.1.12.0.0. A Teacher employed with the Board during the term of this Agreement shall not be granted less credit for Equivalent Teaching Experience than the credit the Teacher was granted while employed

with the Board during the school year immediately preceding the commencement of this Agreement plus the Teaching Experience gained since that school year.

2.1.13.0.0. The total salary to be paid a Part-time Teacher shall be .5 of a full-time total salary for that Teacher in that school year.

2.1.14.0.0. A Teacher, upon returning from leave, shall be placed on the salary step as provided for herein subject to any terms or conditions under which the leave was granted.

2.1.15.0.0. A Teacher may request the assistance of the Bargaining Unit in the determination of that Teacher's years of Equivalent Teaching Experience and the decision of the Board shall be subject to the grievance procedure herein.

2.1.16.0.0. A Teacher may request the assistance of the Bargaining Unit in the review of the Teacher's salary placement once during the term of the Teacher's employment with the Board. A Teacher may request a further review upon a change or changes in Group placement. The Board shall supply within 30 days, upon request, and with the approval of the Teacher all necessary documents for such review. Such requests shall be made only during the school year and shall be limited by the Bargaining Unit in any month to not more than ten per cent of its membership who are eligible for such review.

2.1.17.0.0. The Board shall provide to the Bargaining Unit information on a composite basis relating to the qualifications, Group placement, salary step and insured employee benefit status of the Bargaining Unit members based on October 31 and March 31 data and shall notify the Bargaining Unit in writing of any changes which occur in respect of the foregoing by December 15 and April 15 of each school year. All updates are to be provided to the Bargaining Unit when completed.

2.1.17.1.0. At an appropriate time and no later than May 1, the Board shall provide to the Bargaining Unit that information concerning the seniority status of Teachers which is necessary for the implementation of the Surplus Procedures in 5.1.0.0.0. and following.

2.1.17.1.1. Information regarding staffing (e.g. number of resignations, retirements and hires) will be shared on a regular basis with the Bargaining Unit as part of the staffing meeting process.

2.2.0.0.0. SALARY SCALES

2.2.1.0.0. **Salary Scales - Teachers (other than co-ordinators and assistant co-ordinators)**

Effective September 2008				
Step	**Group 1**	**Group 2**	**Group 3**	**Group 4**

0	41,830	43,775	47,348	50,702
1	44,040	46,097	50,528	53,453
2	46,602	48,775	53,890	56,725
3	49,163	51,458	57,245	60,009
4	52,080	54,481	60,788	63,818
5	54,990	57,528	64,320	67,628
6	57,904	60,558	67,857	71,432
7	60,826	63,581	71,395	75,249
8	63,741	66,617	74,929	79,050
9	66,653	69,649	78,470	82,862
10	69,570	72,675	82,010	86,671

Effective September 2009				
Step	**Group 1**	**Group 2**	**Group 3**	**Group 4**
0	43,085	45,088	48,768	52,223
1	45,361	47,480	52,044	55,057
2	48,000	50,238	55,507	58,427
3	50,638	53,002	58,962	61,809
4	53,642	56,115	62,612	65,733
5	56,640	59,254	66,250	69,657
6	59,641	62,375	69,893	73,575
7	62,651	65,488	73,537	77,506
8	65,653	68,616	77,177	81,422
9	68,653	71,738	80,824	85,348
10	71,657	74,855	84,470	89,271

Effective September 2010				
Step	**Group 1**	**Group 2**	**Group 3**	**Group 4**
0	44,378	46,441	50,231	53,790
1	46,722	48,904	53,605	56,709

2	49,440	51,745	57,172	60,180
3	52,157	54,592	60,731	63,663
4	55,251	57,798	64,490	67,705
5	58,339	61,032	68,238	71,747
6	61,430	64,246	71,990	75,782
7	64,531	67,453	75,743	79,831
8	67,623	70,674	79,492	83,865
9	70,713	73,890	83,249	87,908
10	73,807	77,101	87,004	91,949

Effective September 2011				
Step	**Group 1**	**Group 2**	**Group 3**	**Group 4**
0	45,709	47,834	51,738	55,404
1	48,124	50,371	55,213	58,410
2	50,923	53,297	58,887	61,985
3	53,722	56,230	62,553	65,573
4	56,909	59,532	66,425	69,736
5	60,089	62,863	70,285	73,899
6	63,273	66,173	74,150	78,055
7	66,467	69,477	78,015	82,226
8	69,652	72,794	81,877	86,381
9	72,834	76,107	85,746	90,545
10	76,021	79,414	89,614	94,707

2.2.2.0.0. **Salary Scales - Co-ordinators and Assistant Co-ordinators**

2.2.2.1.0.

Effective September 2008				
	12 Month		10 Month	
Step	Co-	Asst.	Co-	Asst.

	ordinator	Co-ordinator	ordinator	Co-ordinator
0	103,477	96,531	93,706	89,481
1	106,288	99,340	96,530	92,291
2	109,108	102,154	99,340	95,116
3	111,917	104,969	102,154	97,933

Effective September 2009				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	106,581	99,427	96,517	92,165
1	109,477	102,320	99,426	95,060
2	112,381	105,219	102,320	97,969
3	115,275	108,118	105,219	100,871

Effective September 2010				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	109,778	102,410	99,413	94,930
1	112,761	105,390	102,409	97,912
2	115,752	108,376	105,390	100,908
3	118,733	111,362	108,376	103,897

Effective September 2011				
	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	113,071	105,482	102,395	97,778
1	116,144	108,552	105,481	100,849
2	119,225	111,627	108,552	103,935
3	122,295	114,703	111,627	107,014

2.3.0.0.0. ALLOWANCES FOR RESPONSIBILITY

2.3.1.0.0. The allowances for responsibility paid to Teachers for Positions of Responsibility other than as program co-ordinators and assistant program co-ordinators shall be as set out in Appendix A.

2.3.2.0.0. A Teacher appointed to a Position of Responsibility in an "acting" capacity will be paid according to the responsibility allowance or salary schedule for the position.

2.4.0.0.0. POST GRADUATE DEGREE ALLOWANCE

2.4.1.0.0. Post-graduate degree allowances granted under a previous Agreement will continue.

2.5.0.0.0. SPECIAL EDUCATION ALLOWANCE

2.5.1.0.0. Payment of special education allowances granted under terms of the previous collective agreement will be continued for those Teachers who, on the date of ratification of this Agreement, are in receipt of such allowances. Such a Teacher shall continue to receive the allowance providing the Teacher continues to be assigned in a school year for four

credit, or credit-equivalent courses in Special Education.

2.6.0.0.0. EXPENSE ALLOWANCE

2.6.1.0.0. A Teacher shall be reimbursed for school-related expenses for which prior authorization has been obtained on presentation of suitable proof of expenditure.

2.6.2.0.0. Upon request the Board will complete T2200 forms submitted to it by a Teacher who is in receipt of a travel and/or expense allowance under this Agreement.

2.7.0.0.0. O.S.S.T.F. DUES AND BARGAINING UNIT LEVY

2.7.1.0.0. On each pay date on which a Teacher is paid, the Board shall deduct from each Teacher the O.S.S.T.F. dues. The amount shall be determined by O.S.S.T.F. in accordance with its constitution and the Board shall be notified at least thirty (30) days prior to the expected date of change.

2.7.1.1.0. The O.S.S.T.F. dues deducted in 2.7.1.0.0. shall be remitted monthly to the Treasurer of O.S.S.T.F. at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 by the 20th of the month following the month in which the deductions were made. The Board shall only deduct for active Teachers with earnings in the pay periods where the levies apply.

2.7.2.0.0. The Board shall deduct from each Teacher a levy chargeable by the Bargaining Unit. The amount shall be determined by the Bargaining Unit in accordance with its constitution and the Board shall be notified at least thirty (30) days prior to the expected date of change.

2.7.2.1.0. A levy specified by the Bargaining Unit in 2.7.2.0.0., if any, shall be deducted and remitted to the Treasurer of the Bargaining Unit by the 20th of the month following the month in which the deductions were made. The Board shall only deduct for active Teachers with earnings in the pay periods where the levies apply.

2.7.3.0.0. A remittance, under 2.7.0.0.0., shall be accompanied by a list identifying the Teachers, their employee identification numbers, salaries for the period (where appropriate), and the amounts deducted.

2.7.4.0.0. O.S.S.T.F. and the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made under 2.7.0.0.0.

2.8.0.0.0. HOLIDAY AND VACATION FOR 12 MONTH CO-ORDINATORS/ ASSISTANT CO-ORDINATORS

2.8.1.0.0. Effective September 1, 2000, twelve month co-ordinators shall be entitled to a total of 30 working days of vacation

during their twelve month working year. Vacation days shall be scheduled in consultation with the appropriate Superintendent, or designate.

2.9.0.0.0. METHOD OF PAYMENT

2.9.1.0.0. The method of payment shall be determined by the Board in consultation with the Bargaining Unit. The Bargaining Unit will be notified three months prior to the implementation of the planned change.

PART III - WORKING RULES

3.1.0.0.0. POSITIONS OF RESPONSIBILITY

3.1.1.0.0. New appointments to continuing Positions of Responsibility which are vacant during the school year will be made as soon as possible after the vacancy occurs and each appointee, whether in an acting capacity or regular position, will be paid a responsibility allowance from the date of appointment.

3.1.1.1.0. A Position of Responsibility shall not be deemed to be vacant by reason of its incumbent being on leave but any appointment of a Teacher to such a Position of Responsibility may only be made in an "acting" capacity.

3.1.1.2.0. A Position of Responsibility shall not be deemed to be vacant for the reason of its incumbent being on leave for a period of less than a semester, or equivalent in a non-semestered school.

3.1.1.2.1. No Teacher other than a Teacher in a Position of Responsibility shall be required to perform the duties assigned to a Position of Responsibility.

3.1.1.3.0. Whenever feasible, a Teacher who holds a Position of Responsibility and who is granted a leave of absence or a position sharing assignment shall, upon return, be placed in the same Position of Responsibility in the same school.

3.1.1.3.1. Notwithstanding 3.1.1.3.0. the Teacher may be placed in another position if the Board and the Teacher so agree.

3.1.2.0.0. Positions of Responsibility vacancies shall be posted electronically.

3.1.2.1.0. Despite 3.1.2.0.0. the Board may fill a vacant central office position which becomes vacant during the school year for the remainder of the school year without advertising such position. Such appointment shall be a temporary appointment and shall end at the end of the school year and shall be subject to the procedures for interim positions.

3.1.3.0.0. If a vacancy occurs in a Position of Responsibility on a date other than September 1, this position shall be filled, if practical, on an interim basis for the remainder of the school year. The Bargaining Unit shall be informed of such interim appointments.

3.1.3.1.0. Any Teacher currently employed by the Board, including the Teacher appointed in 3.1.3.0.0. may apply for that position, effective September 1 of the following school year.

3.1.4.0.0. The Board and Bargaining Unit shall review the procedure developed to implement 3.1.3.0.0. and 3.1.3.1.0.

3.1.5.0.0. A Teacher may be appointed to an "acting" status in a Position of Responsibility only under any of the following circumstances:

3.1.5.1.0. if the incumbent is returning to the position;

3.1.5.2.0. if the appointment occurs during the school year;

3.1.5.3.0. if the Teacher so appointed does not hold the qualifications for the position as required by the Ministry of Education or the Board; or

3.1.5.4.0. if changes in the organization of the administrative structure concerned are under active investigation for implementation within two years of the appointment taking effect.

3.1.6.0.0. The Board shall communicate to the Bargaining Unit its established policies concerning the number of Positions of Responsibility and criteria and procedures for appointment thereto and shall provide the Bargaining Unit an opportunity to comment before altering such policies.

3.2.0.0.0. VACANCIES, TRANSFERS AND PROMOTIONS

3.2.1.0.0. **Vacancies**

3.2.1.1.0. When a vacancy occurs on a date after the beginning of the school year because the incumbent is sick or takes a leave of absence, the position will normally be filled with an occasional teacher.

3.2.1.2.0. Vacancies which occur between September 1 and February 15 may, at the discretion of the Board, be filled by a new hire subject to recall

provisions.

3.2.1.3.0. All teaching vacancies that are to be effective on the following September 1 but which became known to the Executive Superintendent of Employee Services, or designate, between February 15 and August 31, shall, for the purpose of posting, placement and transfer be part of the procedures referred to in 3.10.6.0.0.

3.2.1.4.0. A Teacher shall have an opportunity to apply for and be given first consideration for posted vacancies.

3.2.1.5.0. An unsuccessful applicant will be notified as soon as possible after the position is filled.

3.2.2.0.0. **Transfers**

3.2.2.1.0. The Bargaining Unit shall be given an interim list of the disposition of all Teacher requests for transfer by July 15 in each year and a final list by September 30 in each year.

3.2.2.2.0. If it is not possible to arrange a transfer for a Teacher, said Teacher shall be notified as soon as possible.

3.2.3.0.0. **Promotions**

3.2.3.1.0. An unsuccessful applicant for promotion to a specific Position of Responsibility will be notified when the position is filled, whereupon the Teacher may request an interview with the appropriate administrative supervisory officer or designate to discuss the matter.

3.2.4.0.0. **School Closures**

3.2.4.1.0. Where a school is scheduled to close at the end of a school year, the transfer or placement for the following school year of a Teacher in that school will be considered prior to transfer under 3.2.2.1.0.

3.3.0.0.0. PROFESSIONAL DEVELOPMENT

3.3.1.0.0. The budget for the Board shall include an amount of money for the professional development of Teachers, such amount of money to be determined by the Board after consultation with the Bargaining Unit.

3.3.2.0.0. The Secondary Consultation Committee may make recommendations to the Board regarding the allocation of the funds generated in 3.3.1.0.0.

3.3.3.0.0. The money generated in 3.3.1.0.0. shall be used to finance Teacher participation in the various aspects of professional development including workshops, courses sponsored by a board or other agencies, conferences, seminars, or comparable activities recommended by the Secondary Consultation Committee.

3.3.4.0.0. The Board and Bargaining Unit shall endeavour to develop an appropriate procedure to enable Teachers to participate in a short-term exchange program within the Board.

3.3.5.0.0. There shall be one (1) professional development day during the school

year on a date determined by the Board in consultation with the Union.

3.4.0.0.0. EVALUATION

3.4.1.0.0. The Board shall conduct teacher performance appraisals in compliance with the Education Act and its Regulations. The process for teacher performance appraisals will be the Toronto District School Board Teacher Performance Appraisal Policy/Procedure and the Toronto District School Board NTIP Teacher Performance Appraisal Policy/Procedure as developed and amended in consultation with the Unions. This Policy/Procedure will be amended from time to time by mutual agreement of the Board and the Unions.

3.4.2.0.0. Teacher Performance Appraisal procedures will be published as the "Teacher Performance Appraisal Binder" and be made available by the Board to each Principal and Branch President in every school. A summary of the procedures will be provided to each Teacher who is scheduled for Teacher Performance Appraisal.

3.5.0.0.0. PERSONNEL FILES

3.5.1.0.0. A Teacher shall have access during normal business hours to that Teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The

Teacher shall also have access to the Teacher's personal in-school data file. The Teacher may copy any material contained in these files.

3.5.1.1.0. There shall be only one personnel file for a Teacher. The location of such record shall be communicated to the Bargaining Unit including any changes thereto.

3.5.1.2.0. When documentation is placed in the Teacher's personnel file a copy shall be addressed or copied to the Teacher.

3.5.2.0.0. The Teacher may be accompanied by one other person who shall have access to such information at the written request of the Teacher.

3.5.3.0.0. If the Teacher disputes the accuracy or completeness of any such information other than an Evaluation referred to in 3.4.1.0.0., the Board shall, where possible within 15 days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information.

3.5.4.0.0. Where a Board amends information under 3.5.3.0.0. the Board shall at the request of the Teacher notify all persons who received a report based on the inaccurate information.

3.6.0.0.0. NON-TEACHING DUTIES

3.6.1.0.0. No Teacher shall be required to perform as part of that Teacher's regular duties any duties normally and regularly performed by members of the

secretarial or custodial staff. This shall not preclude the participation of a Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, or Regulations thereunder.

3.7.0.0.0. STAFF MEETINGS

3.7.1.0.0. The Board shall permit the early dismissal of classes by a maximum of 40 minutes for the regular monthly staff meeting including one occasion for a Bargaining Unit staffing survey.

3.8.0.0.0. TEACHER TIMETABLES

3.8.1.0.0. Tentative Teacher timetabled teaching assignments for the following school year shall be provided in writing at least one week before the end of the current school year.

3.8.1.1.0. Notwithstanding 3.8.1.0.0., the tentative Teacher timetabled assignments for second semester shall be revised and reissued at least one week before the beginning of the second semester.

3.8.2.0.0. A Teacher timetable shall be provided in writing to each Teacher by the first day of the school year or semester.

3.8.2.1.0. These timetables will clearly indicate all teaching periods and all other periods assigned by the principal.

3.8.2.2.0. Teaching duties shall include all timetabled assignments to library,

guidance counseling, special education, student success and any other equivalent program assignments as provided in the Workload Accord.

3.8.3.0.0. The timetable of a Teacher who is assigned to two or more schools shall provide for a minimum of 40 minutes lunch time exclusive of travelling time.

3.8.4.0.0. In any school organized on an extended day or double shift system, the principal shall endeavour to accommodate a Teacher's assigned duties during a time span taken over the timetable cycle which approximates that in a normal school operation except where the exigencies of school operations or program needs require otherwise and except where the Teacher and the principal agree otherwise.

3.8.4.1.0. This shall also apply in the case of a Teacher assigned to a Co-operative Education Program.

3.9.0.0.0. SCHOOL STAFFING COMMITTEES

3.9.1.0.0. A School Staffing Committee shall be established in every school:

3.9.1.1.0. The Teachers of each school shall elect two of their number to the School Staffing Committee. The Bargaining Unit may select two additional members. Unless otherwise notified by the Bargaining Unit, the additional members shall be the Branch President and School Workload Representative. The

Branch President will inform the Principal in writing of the members by November 15.

3.9.1.2.0. The principal and time-tabling vice-principal(s) of the school shall also be members of the School Staffing Committee.

3.9.1.3.0. The School Staffing Committee shall be co-chaired by the school principal and the Branch President or their designates.

3.9.1.4.0. The Committee will meet on a regular basis or at the request of either chairperson at a mutually convenient time.

3.9.1.5.0. The term of office of the Teacher representatives on the School Staffing Committee shall be November 1 to October 31. If any of the Teacher representatives resign from the committee or are transferred to another school, the Teachers of the school shall elect a replacement from their number.

3.9.1.6.0. The School Staffing Committee will concern itself only with:

3.9.1.6.1. developing and proposing a staffing model (which will meet the requirements of Workload Accord, the Education Act, or Regulations made thereunder, as amended from time to time) based on projected enrolment and staff allocation;

3.9.1.6.2. reviewing the current staffing and workload and proposing any

modifications as may be required;

3.9.1.6.3. considering and responding to such staffing and workload proposals and/or suggestions, including Student Success Program initiatives as are submitted to the committee;

3.9.1.6.4. review and monitor the staffing implications of student success initiatives within the school;

3.9.1.6.5. receive and review reports of student success results and best practices;

3.9.1.6.6. forward to the Secondary Consultation Committee such reports, results, and best practices as may be applicable from 3.9.1.6.5.;

3.9.1.6.7. reviewing equitable distribution of coverage and supervision.

3.9.2.0.0. Members of the School Staffing Committee shall be provided with information on enrolments, staffing (projected and actual), seniority and qualifications, program needs and school divisors on a timely basis. Such information should normally be provided to the members of the Committee within five days of the principal or designate sending or receiving same.

3.9.3.0.0. The final staffing model will be subject to the approval of the Executive Superintendent of Employee Services, or designate. Such approval is to be based on criteria established by the joint sub-committee of the Secondary

Consultation Committee established under 3.10.6.0.0.

3.10.0.0.0. SECONDARY CONSULTATION COMMITTEE

3.10.1.0.0. The Secondary Consultation Committee shall have as its members three representatives from the Board's administrative staff, one of whom shall be named a co-chairperson by the Director and three members of the Bargaining Unit designated by the Bargaining Unit, one of whom shall be named a co-chairperson by the Bargaining Unit.

3.10.2.0.0. The Committee shall meet on a regular basis or at the request of either co-chairperson at a mutually convenient time.

3.10.2.1.0. The Committee shall receive reports from the schools of student success initiatives including how Teachers have been deployed. The Committee shall also receive reports prepared and submitted to the Board and the Ministry of Education.

3.10.2.2.0. The Committee shall receive and review reports on Class Size and Pupil Teacher Contacts as per the Workload Accord.

3.10.3.0.0. The Committee shall discuss issues of concern to either the Board or Bargaining Unit, including staffing matters.

3.10.3.1.0. Procedures for keeping the Bargaining Unit informed of the

projected and actual staffing situation will be discussed by the Secondary Consultation Committee.

3.10.3.1.1. Prior to the allocation of staff to schools, the Committee shall consult to develop a Workload Accord in accordance with Ministry Regulations. Such Agreement shall form part of the Secondary Staffing Binder

3.10.4.0.0. The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.

3.10.5.0.0. Items under current negotiations or problems related to specific individuals shall not be discussed by the Committee.

3.10.6.0.0. The Board and Bargaining Unit agree that a joint sub-committee of the Secondary Consultation Committee shall be convened no later than November 30 for the purpose of refining the procedures for surplus, transfer and placement procedures. The sub-committee shall have equal membership which may include members co-opted expressly for this function.

3.10.6.1.0. Notwithstanding the provisions of 3.2.2.2.0., 5.1.5.2.0. (b), 5.1.5.3.0., 5.1.5.4.0., 5.1.5.5.0., 5.2.1.1.0., 5.2.2.1.1., 5.1.5.5.1., and such other staffing provisions as the sub-committee may so agree, the sub-committee may establish alternate dates for each of these provisions either separately or collectively.

3.10.6.2.0. The mandate of the sub-committee includes:

3.10.6.2.1. the establishment of appropriate criteria for the implementation of 5.1.2.1.0.(c) and 5.1.5.2.0.(a);

3.10.6.2.2. the establishment of procedures to implement 5.1.3.0.0. to 5.1.5.0.0.;

3.10.6.2.3. the determination of the staffing parameters of the Student Success Program initiatives and allocation of alternative professional assignments by category of Teacher, and

3.10.6.2.4. monitoring of issues arising from the implementation of 3.15.4.0.0. and 3.15.5.0.0.

3.10.7.0.0. The Board and the Bargaining Unit shall each name three persons to the sub-committee and one of the three who shall be the co-chair of the sub-committee.

3.10.8.0.0. The sub-committee shall, by mutual agreement, on or before March 15, determine the necessary refinements to the surplus, transfer and placement procedures.

3.10.8.1.0. The procedures in effect as of the date of ratification of this Agreement may be amended from time to time by the sub-committee.

3.10.8.1.1. The procedures in 3.10.8.1.0. will be published as the “Secondary Staffing Binder” and made available by the Board to the Bargaining Unit office and School Staffing Committee co-chairs.

3.10.9.0.0. The procedures shall be consistent with the principles set out in the Letter of Understanding and the terms and conditions set out in the collective agreement.

3.11.0.0.0. NOTICE OF RETIREMENT OR RESIGNATION

3.11.1.0.0. A Teacher may only resign from the Board:

3.11.1.1.0. effective either at the end of the first semester or at the end of the calendar year and shall, in both cases, provide no less than one month's written notice; or

3.11.1.2.0. between June 30 and August 31upon providing the Board written notice on or before May 15.

3.11.2.0.0. Despite 3.11.1.0.0. the Board and the Teacher may mutually agree to terminate the employment at any date.

3.11.3.0.0. A Teacher who enters into an agreement of employment with another board, school or educational authority, shall within 48 hours, advise the Board in writing of the anticipated final date of employment with the Board unless the Teacher has already given written notification of such employment to the Board.

3.12.0.0.0. COMMUNICATIONS GENERAL

3.12.1.0.0. The Board shall provide a copy of newly approved and amended Board policies and protocols to the Bargaining Unit office upon request.

3.12.2.0.0. The Board shall extend its courier service to the Bargaining Unit office. Mass mailings shall be batched by location before being put in the courier system by the Bargaining Unit.

3.12.3.0.0. The Bargaining Unit shall notify the Board in writing of the names of the persons elected to office in the Bargaining Unit and of persons authorized by the Bargaining Unit to represent Teachers in a particular school or workplace.

3.13.0.0.0. OCCUPATIONAL HEALTH AND SAFETY

3.13.1.0.0. The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as amended from time to time.

3.14.0.0.0. STAFF ALLOCATION

3.14.1.0.0. Upon request the Bargaining Unit will receive a copy of the Ministry of Education Class Size Report.

3.14.2.0.0. No later than March 31 of each school year, following the release of the Student Focused Funding – Legislative Grants to school boards and prior to the initial allocation of secondary Teachers for the upcoming school year, the Executive Superintendent of Employee Services or designate will review with the Secondary Consultation Committee

the generation of the proposed total secondary teacher allocation for all programs.

3.14.2.1.0. If the Student Focused Funding - Legislative Grants announcement is late, a tentative allocation will be discussed with the Secondary Consultation Committee.

3.14.2.2.0. Notwithstanding any of the above, should the legislative requirements change during the term of this Collective Agreement, both parties agree to meet within fifteen (15) school days of such change to explore the effect of such change.

3.14.3.0.0. The total staffing allocation:

3.14.3.1.0. will ensure that secondary class-size requirements are in accordance with the Staffing Accord, the Education Act, and relevant Regulations as amended from time to time;

3.14.3.1.1. Dual Credits
A secondary school's Average Daily Enrolment in "Dual Credit" courses shall be included in the calculation of the number of secondary teaching positions required in the Board pursuant to this Collective Agreement and/or any class-size regulation.

3.14.3.2.0. will presume for the purposes of allocation a full-time teaching work-load as defined in the Workload Accord;

3.14.3.3.0. will include such additional teaching staff allocations as may be required

to support various program areas under 3.14.2.0.0.

3.14.4.0.0. The Board will, upon reasonable notice, provide to the Bargaining Unit projected enrolment and staffing data for September of the next staffing year as soon as feasible after the receipt of the request for such information.

3.14.5.0.0. The Bargaining Unit will designate a member who shall receive enrolment data and projections.

3.15.0.0.0. WORKLOAD

3.15.1.0.0. Each Teacher shall have a minimum period of 40 consecutive minutes for lunch. Such period shall commence no earlier than 11:00 a.m. and no later than 1:30 p.m.

3.15.2.0.0. Every full-time Teacher's timetable shall include an amount of assigned preparation time which, over the course of a school year is equal to the time equivalent of one credit course as time tabled in that Teacher's school in that school year. This amount of preparation time shall be prorated for Part-time Teachers.

3.15.3.0.0. All full-time Teachers will be assigned core professional responsibility for six teaching periods or equivalent out of eight.

3.15.3.1.0. Where a Teacher is not a full-time Teacher such time shall be prorated accordingly.

3.15.3.2.0. A teacher who is assigned core

professional responsibility for six teaching periods shall not, as a requirement, be assigned in a semester teaching duties of more than 3.0 teaching periods or equivalent except by written mutual consent.

3.15.3.3.0. A teacher who is assigned core professional responsibility for six teaching periods shall not, as a requirement, be assigned in a full year school on a two day cycle teaching duties of more than 3.0 teaching periods or equivalent per day except by written mutual consent. This does not apply to Junior High Schools.

3.15.4.0.0 In addition to the workload assigned in 3.15.3.0.0. a Teacher may be assigned by the principal for coverage, or supervision from time to time of one half period per week on average over the school year to a maximum of 27 such half period assignments. A Teacher may be scheduled for an assignment during a preparation period or during time free from teaching duties.

3.15.4.1.0 Where such assignment is made during a preparation period, replacement preparation time to comply with 3.15.2.0.0 shall be provided from the Teacher's unassigned time.

3.15.4.2.0 Coverage under 3.15.4.0.0 may be used for coverage of a class or classes on an occasion when a Teacher is absent for part of a school day. Coverage cannot be provided to

replace a Teacher absent for a full school day except for the portion of the school day when an occasional teacher is late for such assignment.

3.15.4.3.0. Once the assignments outlined in 3.15.4.0.0. have reached an average of 20 per F.T.E. Teacher in any school, a meeting of the Secondary Consultation Committee will be called to review the assignment of coverage and supervision in that school.

3.15.4.4.0 At the end of the year if the aggregate of assignments for a Teacher under 3.15.4.0.0. exceeds 27, the amount by which it exceeds 27 shall be subtracted from the Teacher's maximum 27 half periods under 3.15.4.0.0. to a maximum of 5 for the next school year.

3.15.**5**.0.0. The schedule of availability shall be predictable for the Teacher. The coverage and supervision shall be equitably assigned on a rotating basis with the objective being to equalize the assignments. To provide for flexibility, this schedule of assignments may be utilized in blocks at the Teacher's request.

3.15.**5**.1.0. In order to ensure transparency, the schedule and usage of assignments shall be monitored by the School Staffing Committee.

3.15.**5**.2.0. The assignments referred to in 3.15.4.0.0. - 3.15.4.4.0. will be prorated for Part-time Teachers.

3.16.0.0.0. ONTARIO COLLEGE OF TEACHERS

3.16.1.0.0. The parties recognize the obligation of Teachers to comply with the Education Act, R.S.O. 1990, as amended Section 262. (1) and with the Ontario College of Teachers Act, S.O. 1996, as amended, Section 6. (2) (a) & (b), Section 18. (1) and Section 24. (1).

If the Ontario College of Teachers has advised the Board that the Teacher is not in good standing it is the obligation of the Teacher to provide documentary evidence of membership in good standing.

3.16.2.0.0. The Ontario College of Teachers' fee shall be collected and remitted to the Ontario College of Teachers by the Board on behalf of Teachers.

3.16.2.1.0. When a Teacher is in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is to be collected, the fee will continue to be deducted from those earnings.

3.16.2.2.0. When a Teacher is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Board, the Teacher shall be responsible for making arrangements for payment of the Ontario College of Teachers' fee.

3.17.0.0.0. PART-TIME TEACHING

3.17.1.0.0. Notwithstanding any other provision of this Agreement, Part-time Teachers shall attend school functions and staff meetings on the same basis as Teachers teaching full-time.

3.17.2.0.0. A Teacher may request an assignment as a Part-time Teacher.

3.17.2.1.0. A Teacher who requests and is granted an assignment as a Part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to the surplus procedures.

3.17.3.0.0. Notwithstanding 3.17.2.0.0., a Teacher may apply for an extension of the Teacher's part-time assignment pursuant to 5.2.1.1.0.

3.17.4.0.0. On return to full-time teaching at the end of a specified period of part-time teaching, the Teacher shall for purposes of surplus procedures, be a member of the staff of the school in which the Teacher was teaching part-time.

3.17.5.0.0. A Teacher who is granted a part-time teaching assignment for a specified period of one year shall be granted a leave of absence without pay for the non-assigned teaching portion of the Teacher's day.

3.18.0.0.0. POLICE REFERENCE CHECKS

3.18.1.0.0. The Board shall conduct police reference checks in compliance with the Education Act and its Regulations.

The protocol for the collection of police reference checks will be the Toronto District School Board Police Reference Checks Protocol developed in consultation with the Unions, as amended from time to time.

PART IV - EMPLOYEE BENEFITS

4.1.0.0.0. MISCELLANEOUS LEAVES

4.1.1.0.0. Application for Miscellaneous Leave shall be made to the Executive Superintendent of Employee Services or designate. The Teacher shall notify the principal at the time the application is made and whenever possible shall make the application at least five days prior to the day for which the leave is requested.

4.1.2.0.0. **Miscellaneous Leaves with Deductions from Credits**

4.1.2.1.0. Miscellaneous Leave up to a maximum of five days in any one year may be granted by the Director to a Teacher in a school year of ten months, and six days to a Teacher employed on a 12-month basis, without loss of salary but with deduction of Credits for the purpose of:

4.1.2.1.1. attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,

4.1.2.1.2. attending a university course required for admission to an Ontario Faculty of Education,

4.1.2.1.3. attending the graduation from a recognized post secondary institution of a husband, wife, son, daughter, or parent,

4.1.2.1.4. attending a drama or music festival in which the Teacher is a participant,

4.1.2.1.5. attending trustee or other relevant conventions when the Teacher is a school trustee or is member of a municipal council or board thereof,

4.1.2.1.6. participating in tournaments or athletic track and field meets related to Olympic Games or finals of provincial, national, or international competitions approved by the Board,

4.1.2.1.7. moving to a new place of residence on the day of the move, limited to once during a school year,

4.1.2.1.8. caring for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member,

4.1.2.1.9. attending the funeral of a close relative or close friend,

4.1.2.1.10. attending as president or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,

4.1.2.1.11. observing religious days,

4.1.2.1.12. when adoption leave is not taken and circumstances require the Teacher to be present during the

adoption procedure,

4.1.2.1.13. a spouse attending the birth of the spouse's child,

4.1.2.1.14. under special circumstances for reasons approved by the Director.

4.1.2.2.0. On application to the Executive Superintendent of Employee Services or designate, two of the days under clause 4.1.2.1.0. above may be granted for reasons other than those listed in 4.1.2.0.0.

4.1.3.0.0. **Miscellaneous Leaves without Deductions from Credits**

4.1.3.1.0. Miscellaneous Leave other than that limited to five or six days in sub-section 4.1.2.0.0. may be granted by the Director without loss of salary and without deduction of Credits for the purpose of:

4.1.3.1.1. writing university or similar examinations,

4.1.3.1.2. attending the Teacher's own graduation,

4.1.3.1.3. participating in programs for exchange Teachers,

4.1.3.1.4. participating on approved curriculum committees,

4.1.3.1.5. under special circumstances for reasons approved by the Director.

4.1.3.2.0. Miscellaneous Leave shall be granted by the Director without loss of salary and without deduction of

Credits for up to three days compassionate leave at the time of the death of a member of a Teacher's immediate family, which includes parents, parents-in-law, spouse, children, brothers, sisters and grandparents.

4.1.3.2.1. Additional days may be granted by the Director when required for travelling time or other special circumstances.

4.1.3.3.0. A Teacher's salary shall be paid without deduction from Credits when the Teacher is absent from duty for any of the following reasons:

4.1.3.3.1. quarantine or other order of medical health authorities,

4.1.3.3.2. jury duty or duty as a witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and any living expenses, received as a juror or witness.

4.2.0.0.0. LEAVES - GENERAL

4.2.1.0.0. Upon granting a leave, the Board shall provide the Teacher:

(a) the procedures to be followed to receive credit for the Teachers' Pension Plan experience and payments;

(b) the procedures to be followed for continuing any payments that may be continued through the Board.

4.2.2.0.0. Prior to going on a leave, a Teacher is responsible:

(a) for securing information respecting credit for the Teachers' Pension Plan experience and payments when on leave for any reason; and

(b) for making arrangements with the Board to continue any payments that may be continued through the Board when absent on leave for any reason, and shall not include payment to the Board of any Ontario College of Teachers' fee that, but for the leave, would be collected by the Board under 3.16.2.0.0.

4.2.3.0.0. If a Teacher decides not to return to the Board following a leave of absence, the Board shall be notified, in writing, as soon as possible of this decision and not later than May 15 for the following September or November 30 for the following January.

4.2.4.0.0. The Board shall reassign a Teacher who notified the Board in writing by March 1 of the Teacher's intention to return from a leave ending on August 31 and by October 15 from a leave ending December 31 or at the end of the first semester, to the school from which the Teacher went on leave but final placement shall be subject to the surplus procedures. A Teacher who does not so notify the Board shall be

assigned subject to the surplus procedures to a teaching position which may be elsewhere in the system.

4.2.5.0.0. When a Teacher reports for work upon the expiration of the leave, the Teacher shall resume work with no loss of benefits accrued to the commencement of the leave except as specifically provided otherwise in this Agreement.

4.3.0.0.0. PREGNANCY, ADOPTION, PARENTAL AND EXTENDED PARENTAL LEAVES

4.3.1.0.0. **General Provisions**

4.3.1.1.0. The Board will grant Pregnancy Leaves and Parental Leaves in accordance with the requirements of the Employment Standards Act.

4.3.1.2.0. Prior to submitting an application for Pregnancy Leave or Parental Leave under 4.3.0.0.0. a Teacher and the Teacher's principal will discuss the dates on which leave is to begin and end. Whenever possible these dates will:

4.3.1.2.1. be mutually acceptable to the Principal and the Teacher, and

4.3.1.2.2. coincide with the dates on which school terms or semesters begin and end.

4.3.1.3.0. A Teacher on Pregnancy Leave and/or Parental Leave shall continue to participate in the insured employee benefit plans unless the Teacher

elects in writing not to do so; and,

4.3.1.3.1. where the Teacher continues to participate in these plans, the Board shall continue to pay the Board's share of the premium during the leave(s).

4.3.1.4.0. A Teacher on Extended Parental Leave may continue the Teacher's insured employee benefit plans in accordance with 4.2.0.0.0. and the Teacher shall pay the Board's share and the Teacher's share of the premium during the leave.

4.3.1.5.0. A Teacher, upon return from leave under 4.3.0.0.0., shall be granted credit for Teaching Experience for that period.

4.3.1.6.0. A Teacher returning from a Pregnancy Leave and/or Parental Leave will be reassigned, where possible, to the school or department from which the Teacher went on Pregnancy Leave and/or Parental Leave, but the Teacher's final placement shall be subject to the surplus procedures.

4.3.2.0.0. **Pregnancy Leave**

4.3.2.1.0. Notwithstanding the employment eligibility requirement respecting pregnancy leave set out in the Employment Standards Act, the Board may grant a Pregnancy Leave, as otherwise set out in that Act, to a Teacher who is pregnant.

4.3.2.2.0. A Teacher shall not work and the Board shall not cause or permit the

Teacher to work until at least six weeks after the date of delivery or such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

4.3.3.0.0. **Parental Leave**

4.3.3.1.0. Notwithstanding the employment eligibility requirement set out in the Employment Standards Act, the Board may grant Parental Leave, as otherwise set out in that Act, to a Teacher who satisfies the definition of being a parent as set out in that Act.

4.3.4.0.0. **Extended Parental Leave**

4.3.4.1.0. A Teacher eligible for Parental Leave under 4.3.3.0.0. may apply for Extended Parental leave.

4.3.4.2.0. An Extended Parental Leave shall end:

(a) on December 31,

(b) on the final day of the March Break,

(c) on the last school day of a semester,

(d) after the last school day in June but before the first school day in September, or

(e) on an alternate date approved by the Executive Superintendent of Employee Services or designate for the Teacher.

4.3.4.3.0. Application for Extended Parental Leave must be made at the same time as a Teacher applies for Parental Leave or not later than 30 days before the Extended Parental Leave is to begin.

4.3.4.3.1. If a Teacher is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on leave, application for Extended Parental Leave must be made at least 30 days prior to the date that the Extended Parental Leave is to begin. Such Extended Parental Leave shall begin only on the first school day following the period of leave.

4.3.4.4.0. Except as set out under 4.3.4.3.1., the Extended Parental Leave of a Teacher shall begin immediately following the end of that Teacher's Parental Leave.

4.3.4.5.0. The sum of a Pregnancy Leave, a Parental Leave and an Extended Parental Leave shall not exceed 24 calendar months, except

4.3.4.5.1. in special circumstances, where a later return date will better accommodate program needs, the Director may agree to extend the Extended Parental Leave to the date set out under 4.3.4.2.0. which next follows that otherwise required under 4.3.4.5.0.

4.3.5.0.0. **Supplemental Employment Benefits (SEB) Plan**

4.3.5.1.0. The Supplemental Employment

Benefits Plan hereinafter referred to as the SEB Plan means the Plan set out in Appendix B.

4.3.5.2.0. A Teacher who has been granted:

(a) Pregnancy Leave and who is eligible to receive employment insurance maternity benefits, or

(b) Parental Leave for the purposes of adoption and who is eligible to receive employment insurance parental benefits,

and who complies with the requirements of the SEB Plan shall be compensated in accordance with the SEB Plan.

4.3.5.2.1. Except for 12 month co-ordinators/ assistant co-ordinators, no supplemental benefit otherwise payable in accordance with the SEB Plan shall be paid for any week which falls after the last school day in June and before the first school day in September.

4.4.0.0.0. LEAVES OF ABSENCE

4.4.1.0.0. Leaves of Absence for Special Training

4.4.1.1.0. If the Board requests a Teacher to undertake special training, the Board shall grant leave to such Teacher for such purpose on a paid basis and all of the terms and conditions of this Agreement shall be deemed to apply to such Teacher on leave, unless altered or modified by agreement

between the Board, the Teacher and the Bargaining Unit.

4.4.1.2.0. If a Teacher requests a leave for the purpose of special training, the Board may grant leave for such purpose on a paid or unpaid basis.

4.4.2.0.0. **Leaves of Absence Without Pay**

4.4.2.1.0. A leave of absence without pay for a period of one year or less may be granted by the Board on the recommendation of the Executive Superintendent of Employee Services or designate to a permanent Teacher.

4.4.2.2.0. A Teacher shall apply in writing to the Executive Superintendent of Employee Services or designate for a leave of absence without pay giving reasons and details regarding the purpose of the proposed leave, and shall apply not later than October 15 for leave beginning January 1 or a leave beginning at the commencement of Semester 2 and not later than March 1 for leave beginning September 1, unless other mutually acceptable dates are arranged.

4.4.2.3.0. In leaves such as those for C.U.S.O. or C.I.D.A. the Board may grant leave for a period longer than one year.

4.4.3.0.0. **Leaves for Federation Business**

4.4.3.1.0. The president of the Bargaining Unit and other officers of the Bargaining Unit, as designated by District 12, shall be entitled to a leave of

absence for the duration of their respective terms of office.

4.4.3.1.1. Such leaves shall be leaves with pay.

4.4.3.1.2. The Teacher shall be entitled to the employee benefits to which the Teacher is entitled under this Agreement (including accumulation of Credits).

4.4.3.1.3. The Teacher shall not, during the leave, lose accumulated credit for Teaching Experience.

4.4.3.1.4. The Bargaining Unit shall reimburse the Board for the employment costs for each leave granted under 4.4.3.1.0.

4.4.3.2.0. Members of District 12 O.S.S.T.F. elected or seconded to the Provincial Office shall be granted a leave of absence for the term of such election or secondment.

4.4.3.2.1. Such leaves shall be under the same conditions as those set out in 4.4.3.1.1. to 4.4.3.1.3. except Credits will not accrue for any full school year of the leave.

4.4.3.2.2. The O.S.S.T.F. provincial office shall reimburse the Board for employment costs.

4.4.3.3.0. In the event that leave is granted under 4.4.3.2.0. to officers of the Provincial O.S.S.T.F., additional leave may also be granted on the same basis as in 4.4.3.2.0. to officers of the Bargaining Unit to a maximum

number of Teachers equal to the number of leaves granted to such provincial officers.

4.4.3.4.0. The minimum period of leave under 4.4.3.1.0. and 4.4.3.2.0. shall be one school year or one semester, and, whenever possible, the Bargaining Unit shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken.

4.4.3.5.0. At the request of the Bargaining Unit, the Board may excuse from teaching duties on an occasional basis such additional members of the Bargaining Unit as are necessary to carry out the administration of this Agreement for Federation business.

4.4.3.5.1. Such leaves shall be subject to prior arrangements with the principal, the reasonable requirements of the timetable and the availability of Occasional Teachers to replace the Teachers involved. Such leaves shall be limited to a maximum of the equivalent of one Teacher per school at any one time. The Board shall pay the Teacher's Total Salary and Employee Benefits without deduction of credit for Teaching Experience for the absence and the Bargaining Unit shall reimburse the Board with respect to replacement costs incurred.

4.4.3.6.0. Members of the Bargaining Unit who are members of committees

established under this Agreement shall be excused from teaching duties with pay and Employee Benefits and without loss of Credits when meetings of these committees are convened during school hours by the Board.

4.4.4.0.0. **Leaves of Absence With Pay - Four Over Five Plan**

4.4.4.1.0. Permanent Teachers may apply prior to May 1 for a paid leave of absence under the following conditions:

(a) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;

(b) the period for such leaves of absence with pay granted to a Teacher shall be credited to Teaching Experience;

(c) the Teacher granted such a leave of absence with pay shall receive all employee benefits for which the Teacher is eligible; and

(d) a Teacher on such leave of absence with pay shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan.

4.4.4.1.1. The Teacher shall agree, by contract, to remain a Teacher in the employ of the Board for a minimum of five years including the leave year.

4.4.4.1.2. The Teacher shall agree to forego 20% of the Teacher's Total Salary for each of the four years of the contract during which the Teacher is not on leave of absence.

4.4.4.1.3. For a contract entered into subsequent to September 1, 1991, the leave of absence shall take place in the fifth year of the five year contract.

4.4.4.1.4. Notwithstanding 4.4.4.1.3. in special circumstances the Director may approve a leave under 4.4.4.0.0. which provides for the leave of absence to be taken in a year other than the fifth year of the contract.

4.4.4.1.5. Prior to the leave occurring but not after January 1 of the year in which the leave is to commence, the five year contract may be terminated at the request of the Teacher on the terms of restitution specified in the contract signed by the parties. Such leave may only be delayed by the Board by giving notice prior to January 1 of the year in which the leave is to commence if the Teacher is indispensable to the program needs of the school in the next school year.

4.4.4.1.6. The Teacher shall agree to repay to the Board any overpayment which has occurred because the Teacher's employment with the Board has ceased after the leave prior to the expiry date of the contract.

4.4.4.2.0. The Board after consultation with the Bargaining Unit, shall set quotas in regard to the maximum number of leaves in 4.4.4.0.0. which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Teachers and the program needs of the Board.

4.4.4.3.0. If the Teacher's employment terminates prior to taking leave or during the leave year, by reason of the death or disability of the Teacher or for any other reason, the total amount of deferred salary, if any, shall forthwith be paid to the Teacher or the Teacher's estate.

4.5.0.0.0. SICK LEAVE

4.5.1.0.0. The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the sick leave credit and gratuity plan under this Agreement.

4.5.2.0.0. The Director shall be responsible for keeping an account of accumulated Credits and deductions therefrom and shall inform a Teacher on request of the number of Credits in the Teacher's account and any deductions therefrom since the date of the last report.

4.5.3.0.0. Credits shall be recorded in a Teacher's sick leave account in such a way as to indicate whether they are for a full day's salary or a part day's salary.

4.5.4.0.0. The Teacher's Credits shall be accumulated in the Teacher's account from year to year.

4.5.5.0.0. There shall be placed in the account of each Teacher at the date of commencement of this Agreement the number of Credits equal to the unused Credits held by the Teacher to that date under the provisions of any plan or agreement of a Board existing immediately prior to the commencement of this Agreement.

4.5.6.0.0. Where a person becomes a Teacher and that person is or was an employee of a board (as defined in the Education Act, as amended from time to time) or a Municipality or local board thereof (as defined in the Municipal Affairs Act) the Board shall, in accordance with the Education Act, as amended from time to time, place to the credit of the Teacher any sick leave credits standing to the credit of such person with such board, Municipality or local board, provided that the number of Credits so placed shall not exceed the number of Credits that would have been accumulated at the rate set out under this Agreement.

4.5.7.0.0. Where a Teacher has been released because the Teacher has been declared surplus and has not taken severance pay in lieu of retraining, accumulated Credits shall be retained for a period of two years or for such longer period as may be necessary for approved retraining.

4.5.8.0.0. On September 1 of each year, 20 Credits shall be added to the account of each Teacher employed on a school year basis. Twenty-four Credits shall be added to the account of each Teacher employed on a 12 month basis.

4.5.9.0.0. Except as provided in 2.1.6.1.0., at the beginning of a Teacher's employment commencing after October 15, there shall be placed in the account of such Teacher the number of Credits equal to the portion of the total number of Credits for a full year that the time remaining in that year bears to the total time in the year.

4.5.10.0.0. A Teacher absent from duty for a complete school year because of personal illness or injury shall be entitled to the full number of Credits for that year.

4.5.10.1.0. Notwithstanding 4.5.10.0.0., and except as provided under 4.5.19.0.0. or 4.5.20.0.0., a Teacher who exhausts the Credits in the Teacher's account and remains absent due to illness or personal injury shall not accumulate Credits during the absence. Such Teacher shall be deemed to be on a leave of absence without pay.

4.5.11.0.0. A Teacher absent from duty for reasons other than personal illness or injury shall not accumulate Credits during such absence except as provided in this Agreement or as otherwise specially agreed upon.

4.5.12.0.0. Where a Teacher ceases to be employed by the Board:

4.5.12.1.0. the number of Credits added to the Teacher's account for that year shall be reduced on a pro rata basis;

4.5.12.2.0. if a Teacher receives a gratuity or other allowance calculated in relation to or on the basis of the Credits in the Teacher's account, the Credits in the account shall be reduced by the number of days used in calculating the gratuity.

4.5.13.0.0. In the event of re-employment, the Director shall reinstate the Credits standing to the account of that Teacher on resignation unless such reinstatement is specifically prohibited by statute.

4.5.14.0.0. A Teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and a second time under this Agreement.

4.5.15.0.0. A Teacher's absence for illness for a period:

4.5.15.1.0. of five 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;

4.5.15.2.0. of over five consecutive working days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, Doctor of Dental Surgery. In special cases, there may be exemption at the discretion of the

Executive Superintendent of Employee Services or designate;

4.5.15.3.0. of over 20 consecutive working days may in the discretion of the Executive Superintendent or designate be required to be certified monthly by such medical practitioner or Doctor of Dental Surgery before the Teacher shall be entitled to payment under this Agreement.

4.5.16.0.0. The Executive Superintendent of Employee Services or designate may at any time require that a certificate be submitted by such a medical practitioner or Doctor of Dental Surgery appointed by the Board at the Board's expense.

4.5.17.0.0. A Credit shall be deducted from a Teacher's account for each day of absence due to illness or a dental condition for which the Teacher's salary is paid, and no salary payments shall be made to a Teacher for absence due to illness or dental condition beyond the number of Credits in that Teacher's account except pursuant to a resolution of the Board;

4.5.17.1.0. a Teacher who is absent from duty due to illness or dental condition shall be paid for each day of absence the Total Salary which the Teacher would have been entitled to receive for that day to the extent of the Credits in the Teacher's account.

4.5.17.2.0. Nothing herein precludes a Teacher from receiving sick leave pay if

absent because of complications arising out of the Teacher's pregnancy or post-delivery recovery prior to Pregnancy Leave or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

4.5.18.0.0. When a Teacher is absent by reason of incapacity on account of an accident or other condition while on duty and an award is made by the Workplace Safety and Insurance Board,

4.5.18.1.0. the Teacher shall be entitled to receive payment under this plan of the difference between the Teacher's Total Salary and the amount of such award for a period of up to 40 teaching days without deduction from the Teacher's account;

4.5.18.2.0. if the incapacity continues for a period beyond 40 days, the Board will continue to pay the Teacher's Total Salary with deductions from the Teacher's account. There shall be no deduction from Credits for payments made by the Workplace and Safety Insurance Board but such absence from duty shall result in deductions from Credits calculated as follows:

4.5.18.2.1. calculate the Total Salary of the injured Teacher and the daily award of the Workplace and Safety Insurance Board;

4.5.18.2.2. express the difference between the daily Total Salary and Workplace and Safety Insurance Board's daily award as a percentage (to two

decimal points) of the daily Total Salary;

4.5.18.2.3. calculate the Credits to be deducted by multiplying the resulting percentage as calculated in 4.5.18.2.2. by the number of days absent from work in excess of 40 and charge these days against the Credits in the Teacher's account. (Deductions to be made to the nearest 1/2 day.)

4.5.19.0.0. In the event that the injured Teacher exhausts the Credits in the Teacher's account, the Board will continue to pay the Teacher's Total Salary as in 4.5.18.2.0. for a period up to one year from the date of the Workplace and Safety Insurance Board award; and

4.5.19.1.0. the injured Teacher shall not receive or accumulate Credits while absent from work and receiving benefits under the terms of clause 4.5.19.0.0. In the event that the Teacher returns to work before the end of the school year, Credits will be allocated on a pro-rata monthly basis from the date of return to work to the end of the school year (i.e. two Credits per month).

4.5.20.0.0. In the event that a Teacher is required to cease work because of the recurrence of the incapacity caused by the original injury or condition, and benefits are again paid by the Workplace And Safety Insurance Board, the Board shall pay the Teacher's Total Salary for the balance of the one year granted in 4.5.19.0.0. in

accordance with the appropriate procedure outlined above.

4.5.21.0.0. **Sick Leave Credit Gratuity**

4.5.21.1.0. The sick leave Credit gratuity shall be paid to or on behalf of a Teacher:

4.5.21.1.1. who retires and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of the Board or a Teacher's superannuation plan recognized by the Board, whether or not the Teacher elects to receive such payment commencing on such retirement or elects to defer the commencement of such payment;

4.5.21.1.2. who becomes totally and permanently disabled from performing the duties of a Teacher employed with the Board; or

4.5.21.1.3. to a named beneficiary or to the estate of such Teacher who dies while in the employment of the Board.

4.5.21.2.0. The sick leave Credit gratuity to be paid shall be equal to 2% of the final Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Board and any Predecessor Boards, less any monies which the Teacher received as a service gratuity plus accrued interest at 6% per annum from the date of payment of the service gratuity, provided that the amount of

the sick leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's daily Total Salary multiplied by half the Credits accumulated in the Teacher's account, provided that the amount of such payment shall not exceed one-half of the Teacher's final year's Total Salary.

4.5.21.3.0. For the purpose of calculating the amount of sick leave Credit gratuity only the Credits earned by the Teacher during employment with the Board or Predecessor Boards shall be taken into account; other Credits shall be used first in case of illness and shall not be used in the calculation of the gratuity.

4.6.0.0.0. INSURED EMPLOYEE BENEFITS

4.6.1.0.0. Insured Health Care

4.6.1.1.0. Extended Health Care Benefits

4.6.1.1.1. The Board shall provide an Extended Health Care Plan for Teachers which will include regular Extended Health Care Benefits with a deductible feature of $25 per individual and $50 per family maximum. Subject to the above deductible, the Plan will also include:

health coverage while outside Canada, and

hearing aid benefits to a maximum of $400 per person, and

Effective November 1, 2009 hearing

aid benefits to a maximum of $500 per person every three years

eyeglasses (including contact lenses) benefits to a maximum of $300 per person for a two year period, and

Effective November 1, 2009, eyeglasses (including contact lenses and laser vision care) benefits to a maximum of $400 per person for a two year period.

4.6.1.1.2. One hundred per cent of the premium cost of this Extended Health Care Plan shall be paid by the Board.

4.6.1.2.0. **Semi-Private Hospital Care Benefits**

4.6.1.2.1. The Board shall provide a Semi-Private Hospital Care Plan for eligible Teachers.

4.6.1.2.2. One hundred per cent of the premium cost of this Semi-Private Hospital Care Plan shall be paid by the Board.

4.6.2.0.0. **Life Insurance**

4.6.2.1.0. **Group Life Insurance Plan**

4.6.2.1.1. The Board shall provide a Group Life Insurance Plan for Teachers with a maximum option of $200,000 coverage.

4.6.2.1.2. One hundred per cent of the premium cost of the first $35,000 coverage shall be paid by the

Board. One hundred per cent of the premium cost for a specific level of insurance over the basic $35,000 coverage shall be paid by the Teacher.

4.6.2.1.3. The Board shall provide the appropriate payroll deductions for the cost of the specific level of insurance over the basic $35,000 coverage opted for by the Teacher.

4.6.2.1.4. Options of $35,000, $40,000, $60,000, $80,000, $100,000, $120,000, $140,000, $160,000, $180,000 and $200,000 coverage shall be available to Teachers.

4.6.2.1.5. A joint Management Committee shall be responsible for operating the Group Life Insurance Plan. The Board, the Bargaining Agent and the elementary bargaining agent shall be represented on this committee. The number of voting representatives of the Bargaining Unit shall continue to comprise 50% of the number of Board representatives. The number of voting representatives of the elementary bargaining agent shall also continue to comprise 50% of the number of Board representatives. The committee shall be chaired by another person appointed by the Board. Such chairperson shall be non-voting.

4.6.2.1.6. The Bargaining Unit shall appoint two representatives to the joint Management Committee for a two year period and the names of such

representatives shall be forwarded to the chairperson of the joint Management Committee no later than November 1.

4.6.2.1.7. Summaries of discussion of each meeting of the Committee shall be forwarded by the chairperson to each member of the Committee and to the Bargaining Unit.

4.6.2.2.0. **Teachers' Fraternal Society of Ontario or Alternate Carrier**

4.6.2.2.1. On request from a Teacher the Board shall provide for monthly payroll deductions for payment of premiums to either the Teachers' Fraternal Society of Ontario or alternate carrier designated for the same purpose by the Bargaining Unit.

4.6.3.0.0. **Dental Health Care Plan**

4.6.3.1.0. Benefits will be based upon the 2003 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective November 1, 2009, the benefits will be based upon the 2006 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2010, the benefits will be based upon the 2007 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2011, the benefits will be based upon the 2008

Ontario Dental Association Schedule of Fees for General Practitioners.

4.6.3.2.0. The Dental Health Care Plan for Teachers shall include the following provisions:

4.6.3.2.1. A basic plan reimbursed at a level of 100% with a maximum of $5,000 per person annually,

4.6.3.2.2. A major restorative rider, reimbursed at a level of 80% with a maximum combined with the basic plan of $10,000 per person annually, and

4.6.3.2.3. An orthodontic rider, reimbursed at a level of 50%, with an annual maximum of $1,000 per person and a lifetime maximum of $2,000 per person.

4.6.3.3.0. The Board shall pay ninety-four per cent of the premium cost of the Dental Health Care Plan for Teachers who elect upon completion of the necessary enrolment forms to participate in the plan.

4.6.3.4.0. The Board shall provide the appropriate payroll deductions for the Teacher's share of the Dental Health Care Plan premium.

4.6.4.0.0. **Change of Carrier**

4.6.4.1.0. The Board may change the carrier of any Benefit Plan upon 60 days notice of any possible change to the Bargaining Unit and provided that any benefits provided by such other

carrier are at least equivalent.

4.6.5.0.0. **Part-time Teachers**

4.6.5.1.0. Part-time Teachers shall be entitled to the employee benefits which are available to Teachers who teach full-time and which are consistent with part-time employment and the provisions of the Insured Employee Benefit plans.

4.6.5.2.0. The portion of premium cost for Insured Employee Benefits to be paid by the Board for a Part-time Teacher shall be determined as follows:

$$\frac{\text{Part-time salary}}{\text{Full-time salary}} \times \text{Board share of cost for a full-time Teacher's Insured Employee Benefits.}$$

The remainder of the premium shall be paid by the Teacher.

4.7.0.0.0. EMPLOYMENT INSURANCE COMMISSION REBATE

4.7.1.0.0. In consideration of the continuation in this Agreement of the provisions of a previous agreement for improved employee benefits and increased contributions by the Board towards premium costs, the Bargaining Unit on behalf of the Teachers has released the Board from any obligation it might otherwise have to pay to Teachers any Employment Insurance Commission rebate available because of the

existence of a wage loss plan (sick leave plan). Such rebate shall continue to be used by the Board to defray part of its increased cost of benefits.

4.7.1.1.0. The Board shall provide the statement from Revenue Canada particular to the Employment Insurance rebate applicable to secondary school Teachers.

4.8.0.0.0. PROVISION FOR CONTINUING BENEFITS

4.8.1.0.0. If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a Teacher who retires from the Board prior to age 65 may retain membership in any of the Group Benefit Plans to which the Teacher belongs at the time of retirement until attaining the age of 65 years. The retired Teacher must pay the full premium cost to maintain the Teacher's participation and coverage under the group contracts.

4.8.2.0.0. If approved by the insurance underwriters and if there is no increased cost in premium to the Board, the spouse of a deceased Teacher may retain membership in any of the Group Benefit Plans to which the Teacher belonged at the time of death. The spouse may retain membership until such time as the deceased would have attained the age of 65 or the spouse remarries, whichever occurs first. The spouse of the deceased Teacher shall pay the full premium cost to maintain participation under the group contracts.

4.8.3.0.0. The method of payment of premium cost shall be by electronic funds transfer on a monthly basis.

4.8.4.0.0. Notwithstanding 4.8.1.0.0. and 4.8.2.0.0., provision for continuing benefits shall not be withdrawn from individuals who participate prior to the determination of an increase in cost.

4.9.0.0.0. NORTH YORK AND TORONTO SERVICE GRATUITIES

4.9.1.0.0. The Service Gratuity Plans in force in North York and Toronto during the school year 1969-70 shall remain in force for all Teachers who were under Contract with either of the above Predecessor Boards for the school year 1969-70 and who continued under Contract with such Predecessor Board and who have continued to be employed as Teachers with the Board on the effective date of this Agreement.

4.10.0.0.0. **Family Medical Leave**

4.10.1.0.0. The Employer, upon notification from the Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Teacher shall provide written notification as soon as possible. The Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards *Act, 2000*) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.

4.10.2.0.0. If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.

4.10.3.0.0. A Teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.

4.10.4.0.0. The Employer shall continue to pay its portion of the costs of the Teacher's benefit coverage according to this Collective Agreement.

4.10.5.0.0. The Employer shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.

4.10.6.0.0. The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2004.

PART V - SENIORITY, DECLINING ENROLMENT AND SURPLUS PROCEDURES

5.1.0.0.0. SENIORITY AND SURPLUS PROCEDURES

5.1.1.0.0. Seniority

5.1.1.1.0. The determination of seniority for Teachers shall be based on the following criteria in order:

(a) aggregate secondary and elementary Teaching Experience with the Board and all Predecessor Boards, including secondary and elementary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,

(b) most recent continuous secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience, but excluding other occasional teaching experience and where this is equal,

(c) aggregate secondary Teaching Experience with the Board and all Predecessor Boards, including secondary Long Term Occasional Teaching Experience, but

excluding other occasional teaching experience and where this is equal,

(d) subject to 5.1.1.3.0., other Teaching Experience accepted for salary purposes, and where this is equal,

(e) as determined by lot, conducted by the Board.

5.1.1.2.0. For the purposes of 5.1.1.1.0.:

(a) Teaching Experience gained with a Predecessor Board up to and including August 31, 1979 shall continue to be determined as it was by the Predecessor Board.

(b) Teaching Experience gained with a Predecessor Board from September 1, 1979 shall be counted and accumulated regardless of whether the Teacher is teaching full-time, part-time, or on a recognized leave of absence.

(c) Teaching Experience shall not be limited to the number of steps on the Teacher's salary grid.

5.1.1.3.0. For the purposes of 5.1.1.1.0.(d) acceptance of Teaching Experience for salary purposes shall be as determined by clauses 2.1.6.0.0., 2.1.9.0.0. and 2.1.9.1.0, but experience as a long term occasional teacher shall be included.

5.1.1.4.0. For the purposes of 5.1.1.1.0.(e), the

order of ranking, once established by lot on a seniority list, shall not be altered.

5.1.1.5.0. The most senior Teacher shall be assigned the number one (1) on the seniority list.

5.1.2.0.0. **Seniority and Qualifications Lists**

5.1.2.1.0. The Board shall develop lists of Teachers which shall indicate:

(a) seniority as determined under 5.1.1.0.0.;

(b) qualifications according to the Teacher's Certificate of Qualifications as supplied by the College of Teachers;

(c) evidence of successful teaching of subject(s).

5.1.2.2.0. The Bargaining Agent shall be provided with a copy of such lists.

5.1.2.3.0. The data included for each Teacher on these lists shall be made available to the Teacher in the Teacher's school by February 15, and the Teacher shall verify the data included for the Teacher by February 25.

5.1.2.3.1. If the Teacher believes that the data included for the Teacher is incorrect the Teacher shall so advise the Executive Superintendent of Employee Services or designate of the Board by February 25.

5.1.2.4.0. Despite 5.1.2.3.0. it remains the

responsibility of the Teacher to ensure that the data to be provided by the Teacher and retained in the Board's files is kept up to date including any change in qualifications.

5.1.3.0.0. **Identification of Teachers Surplus to a School**

5.1.3.1.0. Using the projected number of staff assigned to the school by the Board, the principal will before April 15;

5.1.3.1.1. determine the staffing requirements for the school based on the timetabled program needs of the school for the next school year,

5.1.3.1.2. identify by subject(s) those positions which are vacant, and

5.1.3.1.3. identify by subject(s) according to lists developed or amended pursuant to 5.1.2.0.0. those Teachers who are surplus to the staffing requirements of the school on the basis of seniority as defined in 5.1.1.0.0.

5.1.3.1.4. A Teacher who holds a continuing Position of Responsibility shall be excluded from procedures in 5.1.3.1.3., but

(a) a Teacher who holds an acting Position of Responsibility shall be excluded from procedures in 5.1.3.1.3., only if the acting position is to continue in the next school year.

5.1.4.0.0. **Assignment of Teachers Identified as Surplus to a School**

5.1.4.1.0. Each principal shall submit to the Executive Superintendent of Employee Services or designate a list, by subject, of Teachers considered surplus and a list of vacant positions in the school. The Bargaining Unit shall be provided with a copy of such lists.

5.1.4.2.0. As early as possible the Board will complete appointments to vacant Positions of Responsibility.

5.1.4.3.0. A Teacher surplus to a school shall be assigned according to seniority,

(a) to teach in a position in a subject or combination of subjects for which the surplus Teacher is qualified in accordance with 5.1.2.0.0., and has such specific qualifications as are required by the timetabled program needs of the position, and

(b) if no such position is vacant, such assignment shall be made to replace another Teacher if the other Teacher has less seniority and is the least senior Teacher in the Board in that subject or combination of subjects, and

(c) such assignment may displace a Teacher who holds a continuing Position of Responsibility.

5.1.4.4.0. The Teacher who has been displaced by virtue of 5.1.4.3.0. shall be declared surplus to the school and

shall be assigned if possible according to 5.1.4.3.0.

5.1.4.5.0. The Bargaining Unit shall have observer status at all Board-wide meetings of principals arising from the application of 5.1.4.0.0. and 5.1.5.0.0.

5.1.5.0.0. **Board-wide Surplus Procedures**

5.1.5.1.0. In addition to the lists provided in 5.1.4.1.0. principals shall provide a staff list indicating the Teachers' subject allocations for the next school year. The Bargaining Unit shall be provided with a copy of all such lists prior to any Board-wide surplus meeting.

5.1.5.2.0. Teachers who are surplus to their schools shall:

(a) have the opportunity to indicate preferences as to another assignment within the Board if a position is available;

(b) be advised of their status by their principals on or before April 15; and

(c) have 48 hours to return the preference form to their principal.

5.1.5.2.1. The Teachers' preferences shall be considered in order of seniority when assignments are made in accordance with 5.1.4.0.0. and 5.1.5.0.0.

5.1.5.3.0. On or before June 8, Teachers

displaced by the surplus procedures shall be advised that they are either:

(a) tentatively surplus to the Board, or

(b) remain surplus to the school and have been tentatively assigned to a specific position in another school in the Board. Such assignments may change.

5.1.5.4.0. Prior to June 15 tentative assignments may be changed as an opening occurs such that:

(a) where possible, a Teacher who was originally declared surplus to that school shall fill the available position in accordance with 5.1.4.0.0.

(b) Teachers' preferences shall be considered in order of seniority.

5.1.5.5.0. If after June 15, a position becomes available in the Board, that specific position shall be filled, if possible, by a Teacher who is surplus to the Board.

5.1.5.5.1. A new teacher shall not be hired to fill a vacant position in any subject, area of instruction or grade until a Teacher in the employ of the Board, who has been declared surplus, and who is qualified to fill the position has been placed.

5.1.5.5.2. If a Teacher disagrees with the Teacher's listing as surplus or objects to the Teacher's assignment to another position, the

Teacher may discuss the same with Executive Superintendent of Employee Services or designate of the Board. The Teacher will be informed that they may be assisted by a representative of the Bargaining Unit.

5.1.5.5.3. A Teacher who remains surplus will be notified on or before June 30 that the Teacher's employment is terminated effective August 31.

5.1.5.5.4. When the Board terminates the employment of a Teacher holding a valid teaching certificate because such Teacher is surplus to the Board's needs, the Board shall at the request of the Teacher provide the Teacher with a letter to this effect.

5.1.6.0.0. **Replacement Teachers**

5.1.6.1.0. For the purposes of Part V “eligible Replacement Teachers” shall mean those teachers who, as of April 1, have completed at least 97 school days (or a complete semester) of employment as a Replacement Teacher with the Board during the previous 12 months (i.e. April 1 of the prior school year to March 31 of the current school year) and have notified the Board in writing, using the form provided by the Board, that they wish to be considered for placement in other positions in accordance with 5.1.6.0.0.

5.1.6.1.1. Notwithstanding 5.1.6.1.0., a Replacement Teacher who, as of

April 1, is scheduled to complete at least 97 school days (or a complete semester) of employment as a Replacement Teacher within the current school year and notifies the Board in writing, using the form provided by the Board, that the Replacement Teacher wishes to be considered for placement in other positions in accordance with 5.1.6.0.0. will also be an "eligible Replacement Teacher". However, if such Replacement Teacher does not, during the period September 1 through June 30, complete the 97 school days (or a complete semester), then that Replacement Teacher shall not be an "eligible Replacement Teacher" and any placement and/or listing made on the basis of that Replacement Teacher being an "eligible Replacement Teacher" shall be undone.

5.1.6.2.0. "Eligible Replacement Teachers" may include those currently employed as Replacement Teachers as well as those whose fixed terms have been completed but shall not include those for whom the Board has not, as of April 15, received the completed form.

5.1.6.3.0. In order to maintain rights under 5.1.6.0.0. an "eligible Replacement Teacher" must keep the Board advised of the teacher's current address and telephone number; must ensure the form set out under 5.1.6.2.0. is received by the Board before April 15; and must be able to

respond personally and expeditiously to any offer of employment.

5.2.0.0.0. DECLINING ENROLMENT MEASURES

5.2.1.0.0. **Part-time Teaching**

5.2.1.1.0. A full-time Teacher who, prior to March 1 requests to teach part-time commencing the following school year for a specified period of one school year shall be granted the requested assignment provided there are full-time Teachers with the same certification who remain surplus to the Board after May 15 based on the March 15 projections and, in the opinion of the Executive Superintendent of Employee Services or designate, the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.

5.2.1.2.0. If there are no full-time Teachers who remain surplus to the Board after May 15 based on the March 15 enrolment projections and if the Teacher makes the request prior to March 1, the Executive Superintendent of Employee Services or designate may grant the request.

5.2.1.3.0. A Part-time Teacher who is not teaching part-time for a specified period but who went from a full-time to a part-time assignment shall upon request be given an assignment to teach full-time if one becomes available provided that there is no surplus full-time Teacher who is

qualified to fill the position. If more than one Teacher is eligible for such assignment, the Teacher with the greatest seniority as defined in 5.1.1.0.0. shall be assigned to the position.

5.2.1.4.0. Subject to first placement of Teachers under 5.2.1.3.0., a Part-time Teacher who did not change from a full-time to a part-time teaching assignment shall be placed in a full-time position upon request only when there is no surplus Teacher who has been teaching full-time who is qualified to fill the full-time position and the Part-time Teacher's most recent Teacher Appraisal was satisfactory. If more than one Part-time Teacher is eligible for the same full-time position with the Board, the Teacher with the greatest seniority as defined in 5.1.1.0.0. shall be assigned to the position.

5.2.1.5.0. For purposes of calculating the sick leave Credit gratuity (under 4.5.21.0.0.), of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 pursuant to 5.2.0.0.0. or the Declining Enrolment provisions in a previous collective agreement,

(a) the "final Total Salary of the Teacher" shall be the full-time annual rate of the earnings of the Teacher, and

(b) the maximum amount payable

shall not exceed one half the full-time annual rate.

5.2.2.0.0. **Retraining**

5.2.2.1.0. The conditions for retraining Teachers during a period of declining enrolment are:

5.2.2.1.1. if, by April 15, the Board anticipates identifying surplus Teachers under 5.1.5.0.0., and

5.2.2.1.2. if, by that date, the Board anticipates that it may need to hire teachers in order to staff its programs, then

5.2.2.1.3. the Board may, at its discretion and in consultation with the Bargaining Unit request Teachers who have demonstrated a high level of competence in the position(s) for which they are currently qualified to undertake retraining to meet the needs anticipated in 5.2.2.1.2. subject to the conditions set out below, providing that, in the opinion of the Board, these Teachers will be able to continue to demonstrate a high level of competence in any position(s) for which they may be retrained.

5.2.2.1.4. If the Teacher agrees to undertake such retraining,

(a) tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and

(b) if such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a Leave of Absence, and

(c) subject to the provisions of 5.2.2.0.0., the Teacher shall comply with the following conditions:

(i) deductions for the Teachers' Pension Plan pension, income tax or other required deductions shall be on the basis of the actual salary paid;

(ii) the period for such re-training granted to a Teacher shall be credited to Teaching Experience;

(iii) the Teacher shall receive all employee benefits for which the Teacher is eligible;

(iv) a Teacher shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan and for making arrange-ments for payment of the Ontario College of Teachers' fee.

(v) the Teacher shall, before going on retraining, execute an agreement to remain in the employ of the Board for a period

equal to twice the length of the retraining period and, failing to do so, shall upon request pay to the Board the money paid by the Board on account of the retraining, and

(d) upon return to work the Teacher shall undertake any assignment for which the Teacher is qualified.

5.2.2.1.5. The number of Teachers who may undertake such retraining in any one year shall not exceed the number of surplus Teachers, and

(a) The number of Teachers who may be granted Leave of Absence for Retraining shall not exceed five full-time equivalents in any one year.

5.2.2.1.6. The foregoing provisions for retraining will be continued on an experimental basis and will be reviewed by the parties before either party recommends continuance of these provisions in any subsequent agreements.

5.2.3.0.0. **Recall**

5.2.3.1.0. Recall rights shall only apply to Teachers whose employment with the Board has been terminated because the Teacher is surplus to the Board.

5.2.3.2.0. Recall rights shall be limited to the twelve month period immediately following the date the termination of

employment as a surplus Teacher became effective.

5.2.3.3.0. In order to establish rights under 5.2.3.0.0. the Teacher must complete and return the form provided by the Board within 15 days of receiving the notice of termination.

5.2.3.4.0. In order to maintain rights under 5.2.3.0.0. the Teacher must:

(a) keep the Board advised of the Teacher's current address and telephone number;

(b) ensure the form set out under 5.2.3.3.0. is received by the Board within the time set out; and

(c) must be able to respond personally and expeditiously to any offer of employment.

5.2.3.5.0. The Board shall maintain a recall list of the teachers who have established and maintained recall rights. The Bargaining Unit shall have access to this list and any revisions to the list.

5.2.3.5.1. The Board shall record details respecting any teacher on the list who could not be contacted personally and expeditiously. That Teacher shall be removed from the list and the Bargaining Unit shall be advised of this revision to the list.

5.2.3.6.0. When a position becomes available, the Board shall contact in order of seniority, each Teacher remaining on the recall list to ascertain whether

that Teacher wishes to accept a position for which the Teacher is qualified.

5.2.3.7.0. A Teacher who refuses a recall to a position for which the Teacher is qualified, or fails to respond under 5.2.3.4.0. shall no longer be entitled to recall.

5.2.3.8.0. A person who has been recalled to a position as a Teacher with the Board within four calendar months of the effective date of the termination of the person's employment as a Teacher shall be credited with Teaching Experience as though there had been no interruption in employment.

5.2.4.0.0. **Severance Pay**

5.2.4.1.0. Those Permanent Teachers whose employment has been terminated pursuant to 5.1.5.0.0. because they are surplus to the Board and who have not refused a position with the Board (hereinafter referred to as "Eligible Permanent Teachers") shall be subject to the following:

5.2.4.2.0. Eligible Permanent Teachers will be paid severance pay in accordance with the following:

the amount of severance pay to be paid to an Eligible Permanent Teacher shall be based on the number of years of the last continuous Teaching Experience with the Board (including any Predecessor Board) to be calculated as follows:

$$\text{Amount} = 10 + (n-1) \times 2.5 \times \frac{\text{Total Salary for the last complete year of employment as a Teacher}}{100}$$

where n = number of years of the last continuous Teaching Experience with the Board.

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of employment as a Teacher.

5.2.4.3.0. Acceptance of severance pay relieves the Board of any further obligation to the Teacher including recall rights and the Teacher ceases to have further rights under this Agreement.

5.2.4.4.0. Subject to requirements at law, a Teacher may request the deferral of severance pay for a period of up to 12 months from the effective date of termination of the Teacher's employment for the purpose of maintaining recall rights during such period. No such request shall be denied.

PART VI – CONTINUING EDUCATION TEACHERS

The terms and conditions of employment in this Part apply only to Continuing Education Teachers.

6.1.0.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

6.1.1.0.0. Within the terms of Part VI a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Part, including any question as to whether a matter is arbitrable. For purposes of the grievance/arbitration procedure in Section VI, the first ten instructional days of July shall be deemed to be school days.

6.1.2.0.0. **Notice of Grievance by the Grievor and Bargaining Unit**

6.1.2.1.0. A Continuing Education Teacher or group of Continuing Education Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the appropriate principal, or, if the Continuing Education Teacher does not report to a principal, with the Continuing Education Teacher's immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Continuing Education Teacher or group of Continuing Education Teachers may be

accompanied by a representative of the Bargaining Unit. Where it could reasonably be expected that an incident would lead to discipline or discharge, the principal or immediate supervisor will inform the teacher that they may be accompanied by a representative of the Bargaining Unit. Should the complaint not be resolved informally, the Bargaining Unit may initiate a grievance within 20 school days following the day the cause of the grievance became known or reasonably ought to have been known to the Continuing Education Teacher(s). A grievance may be filed by the Bargaining Unit on behalf of the Continuing Education Teacher(s) in writing to the Director or designate. This notice shall state the section or sections of Part VI that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought.

6.1.2.2.0. The Board or Bargaining Unit may initiate a policy or group grievance by giving notice to the other party within 55 school days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.

6.1.2.3.0. The representatives of the Board and Bargaining Unit shall meet within 10 school days of receipt of the notice under 6.1.2.1.0. or 6.1.2.2.0. above and shall attempt to settle the grievance.

6.1.3.0.0. **Notice of Intent to Proceed to Arbitration**

6.1.3.1.0. If the grievance is not settled within 10 school days of the meeting, the Bargaining Unit or Board may inform the other party in writing within a further 30 school days that it is proceeding to arbitration.

6.1.3.2.0. The notice in 6.1.3.1.0. shall specify whether the Bargaining Unit or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. The Board or Bargaining Unit not wishing a single arbitrator shall so advise the originating party within 10 school days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five school days of being advised of the appointee of the other party.

6.1.3.3.0. The two appointees or, in the case of a single arbitrator, representatives of the Board and Bargaining Unit shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 school days of the notice in 6.1.3.1.0. being received, the appointment shall be made by the Minister of Labour upon the request of either party.

6.1.3.4.0. The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

6.1.3.5.0. The single arbitrator or the board of arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.

6.1.3.6.0. The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part VI.

6.1.3.7.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.

6.1.3.8.0. The Board and Bargaining Unit shall each bear the expense of its own appointee and shall pay one-half the cost of the chairperson or single arbitrator and their own expense of appearing at the hearing.

6.1.3.9.0. A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has (have)

terminated.

6.1.3.10.0. Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.

6.1.3.11.0. Time limits herein may be extended by consent of the Board and Bargaining Unit.

6.1.3.12.0. Grievances concerning similar matters may be heard together.

6.1.3.13.0. No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part VI.

6.1.3.14.0. A Continuing Education Teacher may be disciplined only for just cause.

6.1.3.15.0. If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may award compensation.

6.2.0.0.0. INDIVIDUAL RIGHTS

6.2.1.0.0. Both the Board and Bargaining Unit shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

6.3.0.0.0. SALARY

6.3.1.0.0. A Continuing Education Teacher shall be paid in accordance with the following Salary Schedule.

Continuing Education Teacher-Regular		
Effective September 1, 2008		
Step	Courses completed	Rate
0	Less than 2 full credit courses	44.82
1	2 or 3 full credit courses	47.79
2	4 or 5 full credit courses	50.78
3	6 or more full credit courses	53.79

Continuing Education Teacher- Regular		
Effective September 1, 2009		
Step	Courses completed	Rate
0	Less than 2 full credit courses	46.16
1	2 or 3 full credit courses	49.22
2	4 or 5 full credit courses	52.30
3	6 or more full credit courses	55.40

Continuing Education Teacher- Regular		
Effective September 1, 2010		
Step	Courses completed	Rate
0	Less than 2 full credit courses	47.54
1	2 or 3 full credit courses	50.70
2	4 or 5 full credit courses	53.87
3	6 or more full credit courses	57.06

Continuing Education Teacher- Regular		
Effective September 1, 2011		
Step	Courses completed	Rate
0	Less than 2 full credit courses	48.97
1	2 or 3 full credit courses	52.22
2	4 or 5 full credit courses	55.49
3	6 or more full credit courses	58.77

Continuing Education Teacher Adult Day School		
Effective September 1, 2008		
Step	Courses completed	Rate
0	Less than 2 full credit courses	45.09
1	2 or 3 full credit courses	48.10
2	4 or 5 full credit courses	51.12
3	6 or more full credit courses	54.12

Continuing Education Teacher Adult Day School		
Effective September 1, 2009		
Step	Courses completed	Rate
0	Less than 2 full credit courses	46.44
1	2 or 3 full credit courses	49.54
2	4 or 5 full credit courses	52.65
3	6 or more full credit courses	55.74

Continuing Education Teacher Adult Day School		
Effective September 1, 2010		
Step	Courses completed	Rate
0	Less than 2 full credit courses	47.83
1	2 or 3 full credit courses	51.03
2	4 or 5 full credit courses	54.23
3	6 or more full credit courses	57.41

Continuing Education Teacher Adult Day School		
Effective September 1, 2011		
Step	Courses completed	Rate
0	Less than 2 full credit courses	49.26
1	2 or 3 full credit courses	52.56
2	4 or 5 full credit courses	55.86
3	6 or more full credit courses	59.13

6.3.1.1.0. A Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the number of continuing education full credit courses taught and completed prior to the commencement of duties on a continuing education assignment for which the higher rate is to be paid.

6.3.1.1.1. A step on the Salary Schedule shall be based on the number of continuing education credit courses the Continuing Education Teacher has taught for the Board and/or Predecessor Boards. Only courses which commenced on or after September 1, 1987 shall be counted.

6.3.1.1.2. For the purposes of 6.3.0.0.0. courses must be full credit courses. A Continuing Education Teacher will be credited with a full credit when it is a full credit course. A Continuing Education Teacher will be credited with a half (1/2) credit when it is a half credit course. A remedial credit course shall be counted as one half of a full credit course. A Continuing Education Teacher will be credited with a quarter (1/4) credit when it is a

quarter credit course. The half and quarter credits shall be accumulated to constitute a full credit course. The teacher of record is the teacher who has taught the whole credit or more than half the credit.

6.3.1.1.3. For the purposes of 6.3.1.1.0. an assignment of a Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.

6.3.1.2.0. The hourly rate of pay set out in 6.3.1.0.0. shall be payment for the normal duties of a Continuing Education Teacher but shall be paid for classroom teaching hours only.

6.3.2.0.0. **Responsibility Allowances**

6.3.2.1.0. A Continuing Education Teacher appointed to the position of Department Head or Assistant Department Head in a continuing education program shall be paid, for the performance of departmental duties, an amount as set out below in addition to the hourly rate of pay to which the Continuing Education Teacher is entitled under 6.3.1.0.0.

Con Ed Responsibility Allowances	
Effective September 1, 2008	
Department Head	5.00
Asst. Department Head	3.27

Con Ed Responsibility Allowances	
Effective September 1, 2009	
Department Head	5.15
Asst. Department Head	3.47

Con Ed Responsibility Allowances	
Effective September 1, 2010	
Department Head	5.30
Asst. Department Head	3.57

Con Ed Responsibility Allowances	
Effective September 1, 2011	
Department Head	5.46
Asst. Department Head	3.68

Adult Day School Only:

Con Ed Responsibility Allowances Adult Day School	
Effective September 1, 2008	
Department Head	5.04
Asst. Department Head	3.38

Con Ed Responsibility Allowances Adult Day School	
Effective September 1, 2009	
Department Head	5.19
Asst. Department Head	3.48

Con Ed Responsibility Allowances Adult Day School	
Effective September 1, 2010	
Department Head	5.35
Asst. Department Head	3.58

Con Ed Responsibility Allowances Adult Day School	
Effective September 1, 2011	
Department Head	5.51
Asst. Department Head	3.69

6.4.0.0.0. STAFFING

6.4.1.0.0. The number of Continuing Education Teachers to be employed by the Board shall be determined by the Board.

6.4.1.1.0. Adult Day School Class Size

(a) The Board will collect class size data from each of the Adult Day Schools and will organize the data by school and by program.

The data will reflect the pre-registration, day 8, mid point and last day of the quad enrolment figures.

(b) Each Adult Day School will have an In-School Class Size Committee composed of: the Principal or Vice-principal, a Guidance Counsellor, the Program Leaders, the Branch President and 1-2 volunteer Adult Day School Teachers.

(c) The In-School Class Size Committee will meet at the end of the second week of each quad.

(d) The role of the In-School Class Size Committee will include the following:

- track enrolment data by quad and by program for the school, based on the data collected under (a) above

- review enrolment patterns and class size anomalies, including classes at 45 and above

- with consideration to facilities, availability and retention of teachers, financial feasibility, program sustainability and student diploma requirements, the committee may consider strategies such as those listed below or any other strategy appropriate to the program and site to achieve reasonable class size:

  (a) moving students
  (b) splitting classes
  (c) combining classes
  (d) team teaching

6.5.0.0.0. ILLNESS AND BEREAVEMENT

6.5.1.0.0. A Continuing Education Teacher shall be entitled to a leave of absence with pay for two daily sessions* per course, for bereavement or illness provided that the Continuing Education Teacher makes arrangements with the principal to ensure that a suitable replacement is found. Alternatively, arrangements may be made to reschedule the class. Illness or bereavement days shall not accumulate. Leave for bereavement shall be granted only for and at the time of death of a member of the Continuing Education Teacher's immediate family.

*daily session means the instructional time for a course in a day.

6.5.1.1.0. For a Continuing Education Adult Day School Teacher, illness or bereavement leave of absence shall accumulate to a maximum of eight daily sessions. The accumulated daily sessions shall be credited to subsequent school years.

The maximum number of daily sessions a Continuing Education Adult Day School Teacher may carry forward beyond two years is eight (8).

6.6.0.0.0. OBSERVING RELIGIOUS DAYS

6.6.1.0.0. A Continuing Education Teacher shall be entitled to observe up to two religious days per session, to a maximum of five per school year, provided that the Continuing Education Teacher makes arrangement to reschedule the class. Alternatively, arrangements may be made with the principal to ensure that a suitable replacement is found.

6.6.1.1.0. An Adult Day School Continuing Education Teacher shall be entitled to a leave of absence with pay and with deduction from Sick Leave Credit to observe up to two religious holy days per year as part of the five days in 6.6.1.0.0.

6.7.0.0.0. WORKING CONDITIONS

6.7.1.0.0. The Continuing Education Teacher shall perform such duties as the Board may assign under the Acts and the regulations administered by the Minister of Education and Training and shall be diligent and faithful in the performance of the Continuing Education Teacher's duties.

6.7.1.1.0. Each Adult Day School Continuing Education Teacher shall have a minimum of 40 consecutive minutes for lunch.

6.7.2.0.0. The assignment may be terminated prior to the end of the session:

6.7.2.1.0. by the Board at any time without advance notice to the Continuing Education Teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or

6.7.2.2.0. at any time by mutual consent in writing of the Continuing Education Teacher and the Board; or

6.7.2.3.0. at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.

6.7.2.3.1. Where an assignment to an Adult Day School Teacher is terminated due to reasons of insufficient student enrolment and classes in a session have begun, and where sections are combined to accommodate remaining students, the Adult Day School Teacher with the greater seniority shall retain their position for the

remainder of the session where the school timetable model allows.

6.7.2.3.2. The Board shall not terminate the assignment of an Adult Day School Continuing Education Teacher for reasons of insufficient enrolment after the mid-way point of the session.

6.7.3.0.0. There will be one paid professional development day for Adult Day School Continuing Education Teachers teaching credit courses on a day determined by the Board. The Teacher shall be paid his/her regular hourly rate for the hours in attendance at the Professional Development Day (excluding lunch).

6.8.0.0.0. OTHER TERMS AND CONDITIONS APPLYING TO CONTINUING EDUCATION TEACHERS

6.8.1.0.0. Other terms and conditions applying to Continuing Education Teachers may be set out in a letter of understanding.

6.8.2.0.0. **Seniority for Adult Day School Continuing Education Teachers**

6.8.2.1.0. For the purposes of this section, Adult Day School Continuing Education Teacher means a Continuing Education Teacher who has taught credit or Credit-Equivalent Courses in adult day schools after September 1, 1998; and

6.8.2.1.1. has not resigned or been term-

inated for cause; and

6.8.2.1.2. has taught at least one credit or Credit-Equivalent Course in an adult day school at any time during one complete school year.

6.8.2.2.0. Only an Adult Day School Continuing Education Teacher will have seniority which shall be determined by:

6.8.2.2.1. the date on which the first credit or Credit-Equivalent Course taught by the Adult Day School Continuing Education Teacher begins, except that:

(i) if such date is earlier than September 1, 1998, then seniority shall be determined by the date of the first credit or Credit-Equivalent Course taught after September 1, 1998; or

(ii) if the Adult Day School Continuing Education Teacher does not teach at least one credit or Credit-Equivalent Course in an adult day school in a complete school year, then seniority shall be determined by the date, following that school year, on which the first credit or Credit-Equivalent Course taught by the Adult Day School Continuing Education Teacher begins;

(iii) shall not apply in a case where a teacher does not teach at least one credit or

Credit-Equivalent Course in an adult day school in a complete school year by virtue of being on Maternity/Parental Leave Benefits under the provisions of the Employment Standards Act where said leave commences while the teacher is in the employ of the Toronto District School Board.

and, where this is equal

6.8.2.2.2. Notwithstanding 6.8.2.2.1. (ii) the number of years seniority that the Adult Day School Continuing Education Teacher has as a Teacher on August 31, 1998;

and, where this is equal

6.8.2.2.3. the number of credit or Credit-Equivalent Courses taught since September 1, 1998;

and where this is equal

6.8.2.2.4. by lot as determined and conducted by the Board.

6.8.2.3.0. The procedures in the Adult Day School Staffing and Surplus Manual in effect on June 30, 2001 shall be reviewed and refined annually by a sub-committee of the Secondary Consultation Committee in accordance with 3.10.6.0.0. The procedures in effect on June 30, 2001 shall not be changed except by mutual agreement of the Board and the Bargaining Unit.

6.8.2.4.0. A Continuing Education Teacher who

is not also a Teacher on unpaid Leave shall be responsible for payment of the Ontario College of Teachers Fee.

6.9.0.0.0. LEAVES GENERAL

6.9.1.0.0. An Adult Day School Continuing Education Teacher may have up to one day with deduction from sick leave when adoption leave is not taken and circumstances require the Adult Day School Continuing Education Teacher to be present during the adoption procedure.

6.9.2.0.0. An Adult Day School Continuing Education Teacher may have up to one day with deduction from sick leave as a spouse attending the birth of the spouse's child.

6.9.3.0.0. An Adult Day School Continuing Education Teacher may take up to two days per year with deduction from sick leave credits to care for a member of the Teacher's immediate family in the case of serious illness when the Teacher has been unable to obtain other proper care for such member.

The appended letters of understanding are incorporated into and made part of this Agreement.

LETTER OF UNDERSTANDING
Re: Replacement Teachers

For "eligible Replacement Teachers", placement in another position effective September 1, under the Seniority and Surplus Procedures' of 5.1.0.0.0., shall be as follows. "Eligible Replacement Teachers" with:

1. at least 0.9 full-time equivalent years of Teaching Experience for salary purposes with the Board in the previous 12 months shall be placed in full-time positions if these are available and, if no full-time positions are available, then in half-time positions, if these are available;

2. at least 0.5 full-time equivalent years of Teaching Experience for salary purposes with the Board in the previous 12 months shall be placed in half-time positions if these are available; and

3. These previous 12 months shall be either April 1 through March 31, as set out under 5.1.6.1.0. or September 1 through June 30, as set under 5.1.6.1.1.

Effective each September 1, only those "eligible Replacement Teachers" remaining unplaced from the current ‘Seniority and Surplus Procedures' shall remain eligible for recall, under 5.2.3.0.0., for the 12 months ending the following August 31.

LETTER OF UNDERSTANDING
Re: Surplus, Transfer and Placement Procedures

Principles:

1. Previous practice(s) will be considered when these procedures are established.

2. Placements shall ensure that a Teacher is qualified as per 5.1.2.1.0., to assume the assignment of the placement.

3. An allocation of staff to schools will be made based on projected enrolments, class size requirements and program needs and the Bargaining Unit will be consulted in the process.

4. In accordance with 3.9.0.0.0. principals will develop a staffing model for the school.

5. Principals will make any necessary declarations of surplus to school based on seniority as per 5.1.1.1.0. and the qualifications as per 5.1.2.1.0. required for specific positions included in the staffing model.

6. Surplus and placement procedures will be implemented and the Bargaining Unit shall have observer status at all Board-wide meetings and Education Office meetings of principals where such meetings deal with the implementation of the surplus and placement procedures.

7. The Bargaining Unit shall continue its previous role in the placement procedures.

8. Placements, including bumping, are based on seniority and qualifications.

9. An interim notification to Teachers, who have been identified as surplus to Board, shall be made on or about May 25 in a year and a further notice of confirmation shall be made no later than June 15.

LETTER OF UNDERSTANDING
Re: Full Day Coverage

The parties recognize the importance of having a Teacher in every classroom. The Board acknowledges its objective of obtaining Occasional Teachers to replace all full-day Teacher absences.

To this end, every full-day Teacher absence will be entered into the Board's automated dispatch system. However, both Parties recognize that in a small number of cases (1.5%) the Board may be unable to obtain an Occasional Teacher.

Notwithstanding anything to the contrary in Article 3.15.4.2.0., coverage for a full-day Teacher absence may be assigned when no Occasional Teacher has accepted the job in the automated dispatch system.

The Board shall provide the following information at each Secondary Consultation Committee meeting:

i. The number of jobs entered into the automated dispatch system for the month.
ii. The number of unfilled jobs for the month.
iii. A school by school report of the number of coverages assigned to replace full day Teacher absences.

LETTER OF UNDERSTANDING
Re: Teacher Performance Appraisal

The Board and Union agree that a joint committee consisting of representatives from the Board and the Unions, E.T.T. and O.S.S.T.F. District 12, shall be convened no later than October 30th each year to review and make constructive revisions where advisable concerning the Teacher Performance Appraisal process for the subsequent school year.

LETTER OF UNDERSTANDING
Re: Reporting of Hours for Purposes of Collecting Employment Insurance

Conditional upon any initial and continuing approvals required under the Employment Insurance Act and Regulations, the Toronto District School Board agrees to use the following formula for the sole and exclusive purpose of reporting insurable hours on a Continuing Education Adult Day School Teacher's Record of Employment: Continuing Education Adult Day School Teachers are deemed to be paid 1.5 hours for each instructional hour.

LETTER OF UNDERSTANDING
Re: Electronic Education Programs

The parties agree to examine and explore the Collective Agreement implications of any future government initiatives regarding electronic education programs affecting secondary schools. The parties shall forward their joint recommendations to the Secondary Consultation Committee for consideration in a timely manner.

LETTER OF UNDERSTANDING
Re: Supervision

The purpose of this letter of understanding is to clarify when the Toronto District School Board and O.S.S.T.F. District 12 understand that supervision from "time to time" reference in the Article 3.15.4.0.0. may be assigned in advance.

The parties agree that although supervision duties under 3.15.4.0.0. may not be regularly scheduled for

Teachers, the parties agree that a principal may assign 3.15.4.0.0. supervision in advance:

- the first and last week of a semester or school year;
- immediately prior to or during examinations;
- the week prior to Christmas Break and March Break;
- in conjunction with any special event or circumstance within the school;
- where the principal reasonably anticipates a special need.

The schedule of availability shall be predictable for the Teacher. The coverage and supervision shall be equitably assigned on a rotating basis with the objective being to equalize the assignments. To provide flexibility, this schedule may be utilized in blocks at the Teacher's request.

LETTER OF UNDERSTANDING
Re: Terms and Conditions Applying to Continuing Education Teachers

The following terms and conditions of the Agreement for Teachers also apply to Continuing Education Teachers and will be printed with Part VI in accordance with 1.3.2.0.0.

RECOGNITION

DEFINITIONS
1.1.1.0.0.
1.1.1.1.0.
1.1.1.2.0.
1.1.1.3.0.
1.1.1.4.0.
1.1.1.5.0.
1.1.1.8.0.
1.1.1.17.0.

1.1.1.21.0.

TERM OF AGREEMENT
1.2.1.0.0.
1.2.2.0.0.
1.2.2.1.0.
1.2.3.0.0.

TO WHOM THIS AGREEMENT APPLIES
1.3.1.1.0.
1.3.1.3.0.
1.3.2.0.0.
1.3.3.1.0.
1.3.4.0.0.

ONTARIO COLLEGE OF TEACHERS
3.16.1.0.0.
3.16.2.0.0.
3.16.2.1.0.
3.16.2.2.0.

LETTER OF UNDERSTANDING
Re: Adult Day School Continuing Education Teachers

$148,412 will be allocated in the 2009-2010 school year.
$148,412 will be allocated in the 2010-2011 school year.
$148,412 will be allocated in the 2011-2012 school year.

A cheque will for $445 236 will be provided to the Union upon request after ratification of the Collective Agreement by the parties.

The account will be administered by the Union and distributed to Teachers for professional expenses.

The Union will establish appropriate procedures to maintain records of the expenditures made from the allocated funds.

The Union shall retain copies of all release forms submitted for reimbursement which shall be provided to the Board in the event that it is required for audit purposes.

The Union agrees to indemnify and hold harmless the Board from any liability for accounting or income tax purposes. Teachers will hold harmless the Board, the Bargaining Unit and OSSTF for any tax implications which may arise as a result of these payments.

This Letter of Understanding expires on August 30, 2012.

LETTER OF INTENT
Re: Adult Education Re-Opener

If the Government of Ontario provides any additional funding for adult education programs operated by the Toronto District School Board, the Union shall be entitled to request that the provisions of the Collective Agreement affecting Adult Education teachers be amended in respect to salary, total compensation, staffing, and other cost items.

Where such a request is made the parties shall forthwith negotiate in good faith with a view to amending the Collective Agreement.

If the parties are unable to reach agreement in the course of these negotiations, either party may at any time, refer any matter remaining in dispute to a Board of Arbitration for final determination, composed of one nominee appointed by each party and by a neutral chair agreed to by the nominees. Mediation may occur as part of this process.

Failing agreement by the parties on a neutral chair, one of the following shall be appointed, subject to availability, including weekends. They will be approached in the following order:

Kevin Burkett
Louisa Davies
William Kaplan
Kevin Whitaker

The Board of Arbitration shall be governed by and have all of the powers of a voluntary board of arbitration constituted pursuant to Section 40 of the Labour Relations Act with any necessary modifications.

Any decision by the Board of Arbitration cannot exceed the total new funding provided by the Provincial Government to the Toronto District School Board for Adult Education.

APPENDIX A

Allowances for Responsibility

Curriculum Leader

Effective Date	Amount
September 1, 2008	4,596
September 1, 2009	4,734
September 1, 2010	4,876
September 1, 2011	5,022

Asst. Curriculum Leader

Effective Date	Amount
September 1, 2008	2,297
September 1, 2009	2,366
September 1, 2010	2,437
September 1, 2011	2,510

Instructional/Program Leader

Effective Date	Amount
September 1, 2008	5,181
September 1, 2009	5,336
September 1, 2010	5,496
September 1, 2011	5,661

APPENDIX B

SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

1. The object of this SEB Plan is to supplement the Employment Insurance (E.I.) benefits received by Teachers from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.

2. Only Teachers as defined in accordance with 1.1.1.21.0. of the Agreement to which Appendix B is appended are covered by this Plan.

3. The other requirements for receipt of a SEB are:

   (a) the Teacher must apply for and be in receipt of E.I. pregnancy or adoption benefits from Human Resources Development Canada;

   (b) an application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide proof that the Teacher is in receipt of E.I. benefits indicating the weekly amount to be paid by Human Resources Development Canada;

   (c) the Teacher shall sign an agreement with the Board indicating:

      (i) that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board after returning from the Teacher's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under this Agreement); and

      (ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the

Board any monies paid to the Teacher under this SEB Plan.

4. A Teacher must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.

5. A Teacher who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Teacher is serving the two-week waiting period. A SEB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.

6. A Teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.

7. The benefit levels paid under this Plan are set out in (8) and (9) below. It is understood that consistent with current employment insurance regulations:

   (a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings, and

   (b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.

8. For the two week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by Human Resources Development Canada.

9. For up to 15 weeks following the two week waiting period under (8) above the benefit level paid under

this plan shall be $75 per week providing the Teacher remains in receipt of E.I. benefits as set out under (5) above.

10. This SEB Plan, made in accordance with current employment insurance regulations, shall continue until August 31, 2012, subject to changes which may be required should the regulations be amended.

APPENDIX C

SAMPLE LETTER - REPLACEMENT TEACHER

Dear (name of Replacement Teacher):

This letter will confirm that you have agreed to accept our offer of employment as a Replacement Teacher for a fixed term pursuant to the terms and conditions of the collective agreement between the Board and the Bargaining Unit. You will be assigned to a full-time (part-time) classroom position at X school to replace the regular teacher, X, who is temporarily absent.

X is not expected to return to work before the _____ day of _____ 20__. There is, of course, the possibility that X will return earlier than has been indicated, but we are advised that this possibility is unlikely. As a result, your period of employment as a Probationary Teacher is for the period _____ to _____ (referred to as the "Fixed Term") or such shorter period as may be necessary if X returns to work earlier than anticipated. This replacement teaching position, and your employment as a Probationary Teacher with the Board, will therefore terminate by mutual consent on the earlier of _____ day of _____ 20__, or the date X returns to work. The Fixed Term may be extended in the event that the absent Teacher does not return as anticipated.

It is understood that should the Teacher whom you are replacing return to active employment prior to the mutually agreed termination date you shall be paid as per the Collective Agreement until the mutually agreed termination date stipulated in this letter or for five school days, whichever is less, and during such period you may be assigned other teaching duties.

Yours truly,

On behalf of the Board

I hereby accept the offer of employment as a Probationary Teacher set out above for the Fixed Term specified above and, in accepting, I hereby mutually agree with the Board to termination of this contract as specified above.

_____

Signature of Replacement Teacher

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SECONDARY TEACHERS' COLLECTIVE AGREEMENT 2008-2012