

SOURCE	Comp.		
EFF.	94	09	01
TERM.	97	08	31
No. OF EMPLOYEES	120		
NOMBRE D'EMPLOYÉS	BR.		

COLLECTIVE AGREEMENT

BETWEEN:

TORONTO FRENCH SCHOOL

(hereinafter referred to as the "Employer" or the "School")

OF THE FIRST PART

- and -

ALLIANCE DES ENSEIGNANTS DE LA TORONTO FRENCH SCHOOL

(hereinafter referred to as the "Alliance")

OF THE SECOND PART

TERM OF AGREEMENT:

September 1, 1994

to

August 31, 1997

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THIS AGREEMENT made and entered into as of September 1, 1994.

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- and -

ALLIANCE DES ENSEIGNANTS DE LA TORONTO FRENCH SCHOOL

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ARTICLE I

PURPOSE

1.01 The general purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its teaching staff represented by the Alliance and to whom this Collective Agreement applies, to provide for the prompt and fair disposition of grievances, and to provide mutually satisfactory working conditions, including salaries, allowances and related benefits, with due regard to the efficient operation of the School.

ARTICLE 2

SCOPE & RECOGNITION

2.01 This Agreement shall apply to all full and part-time teachers, a person who performs substantial teaching responsibilities (and also holds an administrative position such as Vice-Principal in relation to such teaching responsibilities), guidance counsellor, librarian, language laboratory technician and retired employees hired on a contract basis pursuant to Article 11.06 at Metropolitan Toronto and **Mississauga**, save and except Head, Principals, Branch Supervisors, persons above the rank of Branch Supervisor and persons solely engaged in a clerical, administrative or support capacity.

- 2.02** For the purpose of clarity, (i) child-care staff, lunchroom supervisors, surveillants and the like shall be deemed to be excluded from the bargaining unit as persons solely engaged in a support capacity and (ii) a person who performs substantial teaching responsibilities and also holds an administrative position such as Vice-Principal shall be deemed to be excluded from the bargaining unit in relation to such administrative position but not in relation to such teaching responsibilities. Insofar as a person referred to in this Article 2.02 has substantial teaching responsibilities, such person shall be required to adhere to the Employer's standards of confidentiality, conflict of interest, etc. A person referred to in this Article 2.02 shall in any event not be eligible for election to the executive of the Alliance; provided that if any such person holds such a position or seeks such a position, there shall be no right or remedy on the part of the Alliance or any other person against the Employer.
- 2.03** For purposes of clarity, it is agreed that the following employees and employments will not be subject to the terms of this Agreement and such employees will not, in the circumstances noted below, be regarded as carrying out the work of any member of the bargaining unit:
- supply teachers recruited to provide teaching services during a temporary absence of a teacher; an absence shall be deemed to be temporary so long as it is not reasonably contemplated to extend beyond three months; and
 - students (including visiting or exchange students) engaged in part-time educational assistance programs, provided that they are not engaged in teaching any classes normally taught by teachers who are members of the bargaining unit, and are not engaged, other than in accompaniment with or under the direct supervision of a teacher who is a member of the bargaining unit, in the teaching of any class of more than eight students.
- 2.04** The Employer may hire or engage the services of up to four "co-operants" during any school year (i.e., between September and the following June) without any consultation with or agreement of the Alliance. The hiring of additional co-operants above four in number during any school year must have the prior agreement of the Alliance, which agreement shall not be unreasonably withheld.
- 2.05** The Employer shall not employ non-Alliance members as teachers if the result would be to reduce the teaching load of any part-time teacher or to reduce a full-time teacher to part-time status or to replace an employee declared surplus.
- 2.06** The Employer recognizes the Alliance as the sole collective bargaining agent for all teachers of the Employer in the bargaining unit defined above.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01** The Alliance recognizes and acknowledges that the right to manage and conduct the business and affairs of the Employer is fixed exclusively in the Employer and without limiting the generality of the foregoing the Alliance acknowledges that it is the exclusive function of the Employer to:
- (a) select, hire, transfer, promote, demote, lay-off, recall employees and select employees for positions excluded from the bargaining unit;
 - (b) maintain order, discipline and efficiency and in connection therewith to make, alter, publish and enforce reasonable rules and regulations, policies and practices to be observed by employees covered by this Collective Agreement and to discipline or discharge employees for just cause or unsatisfactory service;
 - (c) determine programs and activities of the School, the number of employees to be employed, teaching and other duties and responsibilities of employees; the number of students to be allocated to a program, class size, the assessment of staff, the designation of positions of responsibility and the selection of individuals to positions of responsibility, working hours, the school year and the holidays to be observed, and such other aspects of the Employer's jurisdiction as are in compliance with the prevailing statutes and regulations pertaining to education in the Province of Ontario; and
 - (d) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- 3.02** The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.
- 3.03** The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.

ARTICLE 4

ALLIANCE SECURITY

- 4.01** As a condition of employment, all employees shall become and remain members in good standing of the Alliance within thirty (30) days of their hiring.
- 4.02** The Employer shall deduct regular monthly Alliance dues at the rate confirmed in writing by the Alliance from the wages of all employees covered by this Collective Agreement and shall remit the amount so deducted to the Treasurer of the Alliance.
- 4.03** The Alliance shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.
- 4.04** Article 4.02 notwithstanding, monthly Alliance dues shall not be deducted from the wages of co-operants until the date upon which their military service for the French Government ends.

ARTICLE 5

PROHIBITION AGAINST USE OF SANCTIONS

- 5.01** In view of the orderly procedure established by this Agreement for the settlement and handling of grievances, the Alliance agrees that, during the lifetime of this Agreement, there will be no strike, withdrawal of services, or other interference with the operation of the School, either complete or partial, and the Employer agrees that there will be no lock-out of the employees.

ARTICLE 6

NO DISCRIMINATION

- 6.01** There shall be no discrimination by the Alliance, the Employer, or any employee against any employee or student on any ground prohibited by the Ontario Human Rights Code or on the basis of membership in, or activities on behalf of, the Alliance, or for any grounds not rationally related to his/her employment.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

7.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss his/her complaint with his/her Principal. A representative of the Alliance may be in attendance at the request of either the employee or the Principal. Such a complaint shall be brought to the attention of the Principal within ten working days of the date on which the **grievor** became aware or ought to have become aware of the incident giving rise to the complaint. The Principal shall state his/her decision orally within ten working days of receiving the complaint.

STEP 1

Should the employee be dissatisfied with the Principal's disposition of the complaint, he/she may, with the assistance of a representative of the Alliance, refer such matter on a written grievance form to his/her Principal, who shall answer the grievance in writing within ten working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within ten working days of receipt of the reply of the Principal to the complaint. The grievance shall contain a brief statement of the facts relied upon and the alleged violation of the Collective Agreement, including the specific article or articles alleged to have been violated, if any, indicate the relief sought and be signed by the employee.

STEP 2

Should the complaint be unresolved following the disposition of the grievance at Step 1, the grievance may be referred by the employee to the Head, who shall answer the grievance in writing within ten working days. The grievance shall be filed with the Head within ten working days of receipt of the reply of the Principal at Step 1. If the grievance is not settled at Step 2, it may be referred to arbitration as hereinafter provided.

7.03 The Alliance or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten working days of the date upon which the grieving party became aware or ought to have become aware of the incident, shall be in the form prescribed in Step 1 and shall be signed by the grieving party. Any such grievance may be referred to arbitration

under Article 8 by either the Alliance in the case of an Alliance grievance or the Employer in the case of an Employer grievance. The Alliance may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute in order to bypass the regular grievance procedure.

7.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Alliance.

7.05 No grievances may be submitted concerning the termination of employment of a probationary employee provided that the Employer's decision to terminate a probationary employee shall not be exercised in a discriminatory fashion nor shall such decision be made in bad faith.

ARTICLE 8

ARBITRATION

8.01 Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is **arbitrable**, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the Arbitrator selected in accordance with Article 8.02 and shall be delivered to the other within twenty working days of the reply under Step 2 of the Grievance Procedure.

8.02 An Arbitrator shall be selected in rotation from the following panel:

Martin Teplitsky
Jane Devlin
Rick MacDowell
Susan Tacon
Gerald Charney
M. G. Mitchnick
Graeme McKechnie

In the event that the Arbitrator selected by the parties is unable to act or is unable to schedule a hearing within four months, the particular case shall be referred to the next named Arbitrator. In the event that no Arbitrator is able to act or no Arbitrator is able to schedule a hearing within four months, the parties may agree on another Arbitrator or request the Minister of Labour to appoint an Arbitrator.

- 8.03** The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.05** The parties will jointly share the expenses of the Arbitrator.
- 8.06** The Arbitrator shall not be **authorized** to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this Agreement.

ARTICLE 9

REPRESENTATION

- 9.01** The Employer will **recognize** a Negotiating Committee of not more than six employees who are in the employ of the Employer for the purpose of renegotiating this Collective Agreement.
- 9.02** The Alliance shall notify the Employer, in writing, of the names of its officers and the members of the Negotiating Committee as they are from time to time selected and the Employer shall not be required to **recognize** any such officer or committee member until it has been so notified.
- 9.03** Alliance officers and committee members have their regular duties to perform on behalf of the Employer. Therefore, an officer or committee member shall not leave his/her duties nor interrupt the performance of the duties of any other employee in order to deal with any grievance or other Alliance business with the Employer without first obtaining the permission of his/her Principal. The permission of the Principal shall not be unreasonably withheld. In the event that an Alliance officer or committee member is not released from duty to attend a meeting with the Employer, such meeting will be rescheduled to a mutually satisfactory time.

9.04 A Joint Relations and Workload Committee shall be established for the purpose of discussing matters of concern to either party, including workload, and to make recommendations regarding these matters. The Committee shall be composed of three (3) members from the Alliance and three (3) members from the School, including a representative of the Board. The chairmanship shall be rotated at each meeting. The Committee shall meet as required but at least four (4) times during the academic year. Minutes regarding matters discussed and recommended actions to be taken shall be kept and approved by both parties. Administrative assistance shall be made available by the School. Reports containing recommendations shall be submitted to the Head of School, the Board and the Alliance during each term. Where the Committee cannot reach a consensus, the representatives of each party may submit a separate report. In the event of an impasse, either party may request that the Committee be chaired by an independent chairperson who shall attempt to facilitate consensus, but shall have no power to make a binding decision. The costs of the chairperson shall be borne equally by the parties. The chairperson shall be **Graeme McKechnie** or as otherwise agreed upon between the parties from time to time provided that, if the chairperson is unavailable or otherwise unwilling to act, the parties shall agree upon another chairperson and, in the event of disagreement, shall agree to request the assistance of one of the persons specified in Article 8.02.

9.05 The President of the Alliance shall be -provided with up to 50% release time provided the Presidents work schedule permits it. The Alliance shall reimburse the School for the amount of the teacher's compensation (including benefits and registered retirement savings plan contributions) proportional to the release time.

9.06 The Alliance shall be provided with an office on the school premises to conduct its affairs.

ARTICLE 10

BULLETIN BOARDS

10.01 The Employer shall install a bulletin board in the staff room at each Branch upon which the Alliance shall have the right to post notices relating to the Alliance's business. All such notices must be signed by the Alliance President or Branch Representative prior to their being posted. Copies of all such notices shall be provided to the Employer for information purposes.

ARTICLE 11

SURPLUS/REDUNDANCY AFFECTING SENIORITY TEACHERS

11.01 In the event of a surplus staff situation involving teachers with seniority, the Employer shall determine the employees to be terminated and so notify the employee and the Alliance in writing.

Should a reduction in the number of teachers be required for any reason other than an indicated decline in enrolment, the School will provide notice of the possible termination of contract no later than the last working day prior to the December holiday in respect of the succeeding academic year.

Should a reduction in the number of teachers arise out of an indicated decline in enrolment, the School will provide notice of a possible termination of contract no later than April 30 in respect of the succeeding academic year. Should no decline in enrolment occur, the notice shall be withdrawn.

For the purposes of this Article, an indicated decline in enrolment shall mean any anticipated decline in either the total number of students at a Branch or an anticipated decline in the number of students in a particular subject or course, as determined by the School in its discretion and based on the evidence available to the School at that time.

Nothing in the foregoing clauses shall oblige the School to maintain the employment or remuneration of employees in those circumstances where the School is forced, by reasons beyond its control, to discontinue all or a part of its operations. The foregoing shall not entitle the Employer to discontinue the employment of an employee who engages in a lawful strike against it in accordance with the provisions of the Labour Relations Act.

11.02 In determining a reduction or recall of employees, the employee with the least seniority shall be the first to be laid off and the employee with the most seniority shall be the first to be recalled provided the employee has the necessary skill and ability to perform the required duties.

11.03 Employees declared surplus shall be placed on a mailing list and for a period of two years after termination shall be given first consideration for vacant positions in accordance with the principles contained in Article 11.02.

11.04 Notice of Resignation

The Alliance and each individual teacher in the bargaining unit agree that a teacher shall provide to the School not less than five months' notice of resignation where possible and not later than March 31 in each year. Each individual teacher who has not delivered such a notice of resignation shall be deemed to have entered into an individual teaching contract with the Employer consistent with the provisions of this Agreement. It is understood that, where a teacher has a pending application for employment elsewhere, it is open to that teacher to approach the Employer prior to March 31 in any year to seek an extension to such March 31 date as regards such teacher only, which extension may be granted in the reasonable discretion of the Employer.

11.05 Mandatory Retirement

Where an employee becomes 65 years of age during the School year or prior to the commencement of the next following school year, such employee shall retire at the end of the then current school year. Nothing herein shall preclude the Employer from hiring a retired employee pursuant to a contract having a term of one year or less, and so on from time to time, provided such hiring does not create a surplus staff situation or reduce the teaching load of other employees.

ARTICLE 12

PROBATION

12.01 All employees shall commence their employment in the rank of a probationary employee unless the appointment is made on a temporary basis under Article 12.05. Subject to Article 7.05, the employment, advancement or discharge of a probationary employee shall be governed by the provisions of Article 12. An employee shall be considered probationary for a period of two years from the date he/she commences his/her employment.

12.02 The Employer shall provide the Alliance and the probationary employee with written notice that one of the following shall apply:

- a) the probationary employee is confirmed and appointed by the Head as a permanent member of the teaching staff of the School; or
- b) the probationary employee's period of probation is being extended for a further term which may not exceed one calendar year; or

- c) the probationary employee will not be retained and shall leave the School at the end of the school year in which such notice is given.

Notice given under a) or c) can be provided at any time during the **probationary** period. Notice given under b) shall be provided two weeks prior to the end of the probationary period, except where the probationary period ends in August or September in which case notice shall be given during the last two weeks of June prior to the end of the probationary period.

The School shall provide the Alliance and the probationary employee written reason(s) for the extension of the probationary period. The right to extend the probationary period shall not be exercised in a manner which is discriminatory, arbitrary or in bad faith. In the case of an extension of the probationary period, only one further year of probation shall be permitted.

12.03 A probationary employee who is confirmed and appointed as a permanent member of the teaching staff shall have seniority dating back to the most recent date he/she commenced his/her employment.

12.04 Temporary employees may be hired to teach at the School for a specific purpose or length of time on the basis that, at the time of the temporary hiring, neither the Employer nor the temporary employee intended the contract or engagement to be renewed. The Collective Agreement applies to all such temporary employees with the exception of supply teachers excluded by Article 2.03. The employment of the temporary employee shall end at the earlier of the conclusion of his/her contract or the conclusion of the specific purpose for which the temporary employee was hired.

12.05 Co-operants shall have their seniority and probationary period commence from the date upon which their military service for the French government ends, at which time they shall become members of the Alliance in good standing and be fully subject to the terms and conditions of the Collective Agreement. The School shall notify the Alliance of the date upon which the military service of each co-operant ends.

Within two months from the date on which the military service of the co-operant ends, the co-operant may elect to pay union dues retroactive to the date on which the co-operant first commenced working at the School, whereupon his/her seniority and probationary period shall commence from that date.

Notwithstanding the above, co-operants hired by the School prior to September 1, 1994 shall have their seniority and probationary period commence from the date upon which he/she began teaching at the School.

ARTICLE 13

INFORMATION

13.01 The Employer shall provide to the Alliance, on or before October 1, a list of statistical information concerning:

- (a) salaries, placement, seniority, leaves and positions of responsibility; and
- (b) period allocation for teaching, positions of responsibility, duties and extra-curricular activities.

This list shall be updated during the course of the year upon request and the Alliance shall be provided with a copy of such updated list as soon as reasonably practicable.

13.02 Upon prior written request, every employee shall have access during normal business hours to that employee's personnel file in the presence of a representative of the Employer. The employee may at his/her expense photocopy any information contained in such an employee's file.

The employee when having access to that employee's file may be accompanied by a member of the Executive Committee of the Alliance, designated by the employee and the following provisions shall apply to an employee's personnel file:

- (a) Any documents, including, without limitation, those referring to the competence, character or professional practice of an employee, whether positive or negative, which are to be placed in an employee's official file, shall be copied to the employee as soon as reasonably practicable after they are so placed.
- (b) If the employee disputes the accuracy or completeness of any such document in (a) above, the Employer shall, within ten teaching days from receipt of the written request of the employee, confirm its original position or amend the document or remove same from the employee's file and notify the employee of its decision.

- (c) An employee shall have the right to add his/her comments to any document(s) within ten teaching days from receipt of a copy of such document(s); provided that no inference shall be drawn from any failure by the Employer to respond to any such comments.
- (d) Where the Employer removes or amends document(s), the Employer shall, at the request of the employee, **notify** in writing all persons who received a report from the Employer based on such document(s).
- (e) During a grievance procedure, the Employer shall neither use nor refer to any documents referring to the employee which have not been placed in the employee's official file (whether before or after the commencement of such grievance procedure) or which have been placed in the employee's official file in any material respect in violation of one or more of the provisions in (a), (b) and (c).

When a grievance has been filed under the procedures laid down in this Agreement, no mention shall be made of the existence nor of the substance of said grievance by the Employer to prospective new employer(s) of the grieving employee or by the Employer or the employee to any outside person or body, excluding professional advisers, without the express written permission of the person bringing the grievance.

At any time, an employee, at his/her request, shall be entitled to receive such form of letter of reference as is, in the discretion of the Employer, appropriate in all the circumstances.

All letters of reference written by the Employer will be placed in the employee's personnel file unless otherwise required by the Employer as a condition of granting a letter of reference. No letter of reference written by the Employer shall be introduced as evidence in connection with any grievance.

- 13.03** The Employer shall provide to each new employee a copy of the Collective Agreement at the time of hiring, receipt of which shall be acknowledged by the employee. The Employer, in conjunction with the Alliance, shall provide an information package to each new employee, concerning fringe benefits and other relevant information. Every employee shall, upon request, be entitled to obtain a French or an English copy of the Collective Agreement once in each School year from the School.

13.04 The Employer shall make available to the Alliance a meeting room for the conduct of Alliance meetings as they may be scheduled from time to time outside of school hours at no charge. In order that arrangements may be made for the meeting room, the Alliance shall advise the Employer of such a meeting as far in advance as possible of the meeting.

ARTICLE 14

DISCIPLINE & DISCHARGE CASES

14.01 Subject to Article 7.01 and Article 15, an employee shall only be disciplined or discharged for just cause.

14.02 Prior to the imposition of a discharge, an employee shall be advised at a meeting with the Employer of the basis for considering such action unless he/she is a danger to himself/herself or others.

In the event that the Employer proposes to discipline a teacher other than by way of discharge or suspension, the Employer shall notify the teacher in writing at least ten teaching days prior to the proposed effective date of the measure. The above notice shall set forth in reasonable detail the proposed disciplinary measure and the grounds therefor.

The teacher shall have the right to a meeting with the Head of School and the Chairperson of the Consultative Committee in connection with any disciplinary measure.

14.03 The employee shall be accompanied by an Alliance representative of the employee's choice at any such meeting unless he does not wish such representation.

14.04 In the event that an employee is suspended or discharged, that employee shall be given a reason **therefor** in writing as soon as reasonably practicable thereafter.

ARTICLE 15

UNSATISFACTORY SERVICE

15.01 Without prejudice to the Employer's right to discipline or discharge an Employee for just cause, a "Procedure" as hereinafter described is hereby established to ensure effective, quality teaching in the School, and is designed

to address instances of unsatisfactory teaching performance or other unsatisfactory service of a non-probationary employee.

The Procedure will usually result in **remediation** to a satisfactory level of teaching performance or other service. However, it may, in some cases, lead to removal from regular duties, demotion, reduction of remuneration or termination of employment for reasons of unsatisfactory job performance or service.

15.02 As soon as reasonably practicable after the Employer becomes aware of concerns regarding a non-probationary employee's performance or regarding other unsatisfactory service, the Employer should discuss the concerns with the employee. The Employer should **summarize** this discussion in writing to the employee. If the Employer determines that the employee's performance is to be assessed, the Employer will arrange to observe the employee's performance. Following this observation, the Employer will write the employee, clearly outlining either (i) any concerns, indicating the nature of the improvement expected, offering appropriate resources for assistance, and stating a **timeline** for improvement or (ii) that any concerns regarding the Employee were groundless or have been satisfactorily resolved, in which event the Procedure will be terminated. If, at the end of the time provided, the expected improvement has occurred, the Employer will write the employee accordingly. If, at the end of the time provided, the expected improvement has not occurred, the Employer shall initiate the second phase of the Procedure. The foregoing will constitute the first phase of the Procedure.

15.03 The second phase of the Procedure shall be as follows:

(a) The Employer provides to the employee, for signature acknowledging receipt, a letter which:

- outlines concerns
- states that the Procedure is hereby initiated
- encloses a copy of the Procedure
- confirms that the employee has the right to consult with the Alliance at any point in the Procedure

and sends a copy of this letter to the employee's personnel file and to any arbitrators (as established pursuant to Article **15.05**);

(b) The Employer observes the employee in the performance of regular duties, making note of specific concerns. The Employer will give the employee reasonable prior notice that such observation(s) will occur. Although this

notice will normally indicate the specific date(s) and time(s), unusual circumstances relating to the particular employee's circumstances may require that the notice indicates a more general timeframe, for example, over the next few days;

- (c) The Employer discusses the results of this observation with the employee and **summarizes** this discussion in a written, signed report (a copy of which shall be placed in the employee's personnel file) to the employee which:
 - confirms specific concerns identified through observation
 - indicates the nature of improvement expected
 - offers appropriate resources for assistance
 - states a **timeline** for improvement, after which a second evaluation will occur
 - clearly indicates that, at this time, the employee's performance is unsatisfactory and that performance must improve.
- (d) The employee is given an opportunity to read the report and provide written comment;
- (e) The employee signs the report signifying the employee has read the report, and returns it to the Employer;
- (f) The Employer retains one copy of the signed report, provides one copy to the employee, and sends one copy each to the personnel file and to any arbitrators.

15.04 The third phase of the Procedure, if necessary, shall be as follows:

- (a) The arbitrators meet with the employee, along with the Employer, review the process to date and identify those areas which will be of particular focus in this evaluation;
- (b) The arbitrators observe the employee, noting any area which remains unsatisfactory. As with the Employer, the arbitrators will give reasonable prior 'notice of such observation;
- (c) The arbitrators discuss the results of this observation with the employee;
- (d) The arbitrators consider all information relevant to the process to date, including the most recent discussion with the employee and decide whether:

(i) the employee's performance has improved to the point of being satisfactory, or

(ii) the employee's performance remains unsatisfactory.

15.05 If the arbitrators decide that the employee's performance is satisfactory, the arbitrators will so confirm in writing to the employee, indicating that the Procedure is discontinued without prejudice to the Procedure being again commenced in relation to such employee in the future if circumstances so warrant at that time.

If the arbitrators decide that the employee's performance remains unsatisfactory, the arbitrators will prepare a report to the School recommending appropriate action. The arbitrators will advise the employee in writing of the intended action, Such recommended appropriate action may include removal from regular duties, demotion, reduction of remuneration or termination of employment. A copy of such report shall be sent to the employee's personnel file and to the Alliance. The Employer shall be entitled to implement such recommended appropriate action in its sole discretion.

15.06 For purposes of this Article 15, the arbitrator shall be two or more of the School principals selected by the Alliance.

15.07 Nothing in this Article 15 shall preclude an employee from exercising the grievance procedure set forth in Article 7 where such employee is entitled to do so.

ARTICLE 16

VACANCIES

16.01 Any vacancy in or any new position up to and including a Headship, Principalship, Head of House or Department Chairman shall, prior to being filled, be advertised at all Branches of the School and any applicant from the School shall be considered in filling such vacancy in a fair and reasonable way.

16.02 An applicant shall notify the Employer of his/her desire to be considered for the advertised position within ten calendar days of the advertisement.

- 16.03** Subject to Section 16.04, in the event that a vacancy in a teaching position appears about to occur the following September, because of a timely notice of a teacher served under Article 11.05, the Employer will post notice of such vacant position for the information of teachers.
- 16.04** The School acknowledges that the position of Chairman of Department should be filled from within the bargaining unit if in the opinion of the School an appropriately qualified candidate is available. Where, in the opinion of the School, an appropriate person is not available from within the unit, on agreement of the Alliance, which shall not be unreasonably withheld, appointments may be made from outside of the bargaining unit for a one-year term, renewable by mutual agreement between the School and the Alliance.

ARTICLE 17

SALARIES

- 17.01** Salaries shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 17.02** A Committee shall be established for the purpose of reviewing the qualifications of teachers for category purposes pursuant to Schedule "A", such committee to be comprised of the Head of School, the President of the Alliance and a representative of the School. The School and Alliance representatives may have an advisor at any meeting of the Committee. The teacher must show demonstrable unfairness as **abasis** for such review, in which case the Committee shall consider all relevant factors and reach a fair decision, which decision shall be final and binding.
- 17.03** For the purpose of advancement on the salary grid, a teacher shall accumulate years of experience only for time actually taught, except in the case of maternity/adoption leave as provided for in Article 22.07(d) and for a year of sabbatical leave or leave under the "4 over 5" program (see Schedule B), to a maximum of one year, pursuant to the provisions of this agreement.
- 17.04** At the beginning of each academic year, a teacher shall elect to be paid according to Plan A or to Plan B.

Under Plan A, a teacher will receive 10% of his or her annual salary in each month of the academic year.

Under Plan B, a teacher will receive 18% of his or her annual salary in each of the months of September and June and 8% of his or her annual salary in each of the remaining months of the academic year.

An employee's plan election cannot be changed during the course of the academic year.

- 17.05** Monthly salaries determined in accordance with Article 17.04 will be paid in two (2) equal instalments on the mid-month and end of month pay dates determined by the School in its sole discretion. On the first school day in September, each full-time teacher shall receive a pay advance of \$650 and each part-time teacher shall receive a pay advance of \$325. These advances shall be paid by deduction from the mid-month pay in September.

ARTICLE 18

SENIORITY

- 18.01** Seniority as referred to in this Agreement shall mean the length of continuous **service** at the School of the Employer and shall be accumulated separately for full-time and part-time teachers.
- 18.02** If a teacher voluntarily terminates employment with the School in accordance with the provisions of this Agreement and the said teacher is then rehired by the School after a period of one year or more from the date of such termination, the teacher's previous years of experience with the School will be **recognized** by the Employer for the purposes of Schedule "A" to this Agreement.
- 18.03** Each year of experience with the School in a full-time non-teaching position will be **recognized** by the Employer as a half year of experience for the purposes of Schedule A to this Agreement.

ARTICLE 19

TEACHING HOURS

- 19.01** In this Article and this Agreement, a "period" means a single period of 40 minutes.

- 19.02** Teachers for pre-school classes and Grades 1 and 2 will teach or supervise starting at 8:30 a.m. and ending not later than 4:10 p.m. the same day. Such teachers will have a minimum of 3 periods per week (excluding weeks where there are less than 5 teaching days) during normal classroom hours for preparation time.
- 19.03** Subject to Article 19.07, teachers in the Junior School shall start each school day at 8:30 a.m. and shall carry out a maximum of 36 periods of teaching and other usual duties per week.
- 19.04** Subject to Article 19.07, teachers in the Middle School shall start each school day at 8:30 a.m. and shall carry out a maximum of 32 periods of teaching and other usual duties per week.
- 19.05** Subject to Article 19.07, teachers in the High School shall start each school day at 8:30 a.m. and shall carry out a maximum of 32 periods of teaching and other usual duties per week (36 periods of teaching and other usual duties per six day teaching cycle).

For purposes of Articles 19.03, 19.04 and 19.05, supervisory duties during recess will, as to 50% of the amount of time so spent, be treated as the equivalent of teaching time.

- 19.06** Each teacher shall be entitled to a lunch break during the period from 11:30 a.m. until 2:00 p.m., as the Employer may from time to time specify of not less than 40 minutes for each day.
- 19.07** In addition to teaching responsibilities as provided in Articles 19.03, 19.04 and 19.05, the teachers acknowledge that they are required and willing to carry out a normal range of duties and professional responsibilities including the provision of special help to students, tutorial responsibilities, teacher and departmental meetings, various activities outside normal classroom hours, and special events such as science fairs, debating contests, sports days, outings, excursions and camp programmes, all in accordance with the usual practices at the School. A teacher who is not assigned the maximum periods of teaching and other duties referred to in the appropriate provisions of Articles 19.03, 19.04, and 19.05 may be assigned specific administrative and supervisory duties in the periods not otherwise worked.
- 19.08** The parties understand and agree that fairness and cooperation are the essence of the arrangements covered by Article 19. While the Employer recognizes and accepts its efforts to achieve equitable treatment of the

teaching staff, the teachers also understand the importance of volunteering their time and support for all of the programmes and requirements of the Employer, including academic, extra-curricular, sports and other activities.

- 19.09** When a full-time teacher is asked to take a regular assignment of teaching or other duties above the applicable maximum number of periods per week and over a longer period of time (i.e. over a full teaching term or minimum of three months in duration), the teacher may claim and receive payment of supplemental compensation at the appropriate rate, i.e. at the teaching rate for an assignment which requires teaching in the classroom and at the normal overtime rate as specified in Schedule "A" (I) - Salaries, for any other supervisory or extra-curricular work, all in accordance with the usual practices at the School.
- 19.10** Part-time teachers will receive compensation at the teaching rate up to the maximum number of periods for which they are normally assigned in any one week. If a part-time teacher is assigned classroom teaching or other duties above such maximum, the part-time teacher may claim and receive payment of supplemental compensation at the normal overtime rate as specified in Schedule "A" - Salaries, for such extra assignments, all in accordance with the usual practices at the School.
- 19.11** Every full-time teacher shall be expected to assume responsibility for a reasonable share of extra-curricular activities, coaching, or supervisory assignments, taking into account the individual teacher's full workload.
- 19.12** The presence of a teacher on the School premises will be compulsory to the extent necessary to respect his or her professional obligations (e.g. teaching, replacement duties, attending meetings, and performing such other duties from time to time as assigned to the teacher in accordance with Article 19 of the collective agreement). Subject to the foregoing, a teacher may be absent from the School premises during the school day upon advising the Principal or the Principal's designate in advance and upon advising, when possible, where he or she may be reached if the School has an immediate need to contact the teacher.

ARTICLE 20

CURRICULUM

- 20.01** Every effort will be made to discuss major changes in curriculum with the Department Heads and teachers primarily affected by such changes.

20.02 A major change in the curriculum shall not include:

- (a) change in textbook;
- (b) minor changes in the content or method of instruction of a course;
- (c) any change required or made advisable as a result of changes in syllabus of any outside examination, the requirements or recommendations of the Ontario Ministry of Education, or the admission requirements to Ontario universities, (but such change will be discussed as soon as practicable in the circumstances);
- (d) any change because of the unanticipated absence of any teacher or any other event beyond the control of the School.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

- 21.01** The School offers a programme for professional development of the School's choosing for purposes of professional development. The budget for the School shall include an amount of money for the professional development of teachers, such an amount and its allocation to be determined by the Employer in its discretion after consultation with the Alliance.
- 21.02** The School agrees to pay the cost of International Baccalaureate courses or any other courses or professional development required by the School, on behalf of any teacher **enroled** in such courses or professional development.

ARTICLE 22

LEAVE OF ABSENCE

Pregnancy/Adoption Leave

- 22.01** The Employer and the Alliance agree that the best interests of the students, the teachers and the teaching profession shall be of paramount consideration in arranging the dates for commencement and termination of pregnancy/adoption leave.

- 22.02** (a) Permanent teachers who are, or will be by the commencement date of the pregnancy/adoption leave, employed under a permanent contract shall be eligible for a pregnancy/adoption leave not exceeding twenty-four months from the initiation of the leave, except as provided in Article 22.04.
- (b) Such leave shall expire on August 31, unless the leave commenced after the winter Break in which case the leave may, at the discretion of the teacher, be extended to expire on December 31 in the case of a teacher who takes pregnancy/adoption leave not exceeding twelve months. In no case may the teacher return to duty from such a leave except on the first school day of September or January, as provided in this Section.
- (c) When the leave requested by the teacher and granted by the Employer extends beyond the seventeen weeks provided for in Part XI of the Employment Standards Act, the teacher shall notify the Principal of the School in writing not later than five working days prior to the beginning of the March break in the year prior to return specifying the date upon which she will return to her duty.
- (d) As an alternative to the pregnancy/adoption leave provided for in this Article, a permanent teacher employed under a permanent contract may elect to have a pregnancy/adoption leave for a period not to exceed seventeen weeks. Such an election shall be communicated to the Employer by the teacher in writing at least four months prior to the date of commencement and termination of the leave. A pregnancy/adoption leave taken pursuant to this election cannot terminate less than four weeks prior to the Christmas and March breaks and not less than six weeks prior to the end of the term. Such a leave of absence, subject to the provisions hereof, shall be regulated in accordance with the provisions of the Employment Standards Act.
- 22.03** (a) Every post-natal leave shall extend at least six weeks beyond the actual date of delivery, and may extend until any unused portion of the seventeen weeks expires.
- (b) Notwithstanding the foregoing, but subject to Article 22.02(b), the teacher may shorten the duration of the six week post-natal leave by giving the Employer one week's written notice of her intention to do so and furnishing the certificate of a legally qualified medical practitioner stating that she is able to resume her work and with the consent of the Employer.

22.04 Notwithstanding Article 22.02 and subject to Article 22.03, on the teacher's written application endorsed by her Principal, the Employer will consider her return to duty at an earlier date than stipulated when her leave was approved if there is a suitable vacancy for which she is qualified or if unforeseen circumstances arise affecting her leave, such as incomplete gestation or the death of a child.

22.05 Every teacher requesting pregnancy/adoption leave must apply in writing to the Principal at least five months (or such shorter period as is provided by law) before the estimated date of birth or adoption, as applicable. In her application the teacher should state when she wishes to begin and end the desired leave.

(a) Whenever possible, the date of commencing leave shall be determined by agreement between the teacher and the Principal. Such leave shall normally commence on September 1 or January 1.

(b) The Employer may require the teacher to begin leave pursuant to Article 22.02 preceding at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by her pregnancy.

(c) In the event of a dispute the Employer may require the teacher to produce a report from her physician.

(d) A teacher who does not apply for leave under this Article, and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave in accordance with Article 22.02 upon providing to the Employer before the **expiry** of two weeks after she ceased to work the Certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated date when, in his/her opinion, delivery will occur or the actual date of her delivery.

22.06 While on leave, the teacher shall:

(a) receive no salary;

(b) not be employed in any capacity as a teacher without the express permission of the Employer;

- (c) assume her proportionate cost, payable at least quarterly in advance, of any health, life insurance or other benefits, to which the Employer contributes (the Employer contribution to be for a period not to exceed one year); and
- (d) not be entitled to sick leave.

22.07 Upon her return to duty, the teacher shall:

- (a) resume her former position, if such is available, or another position at the same level of responsibility as, and with salary equivalent to, that from which she took leave;
- (b) retain the benefits and seniority accrued to the date of commencement of the leave and continue to accrue seniority during the leave to the extent required by law;
- (c) be placed on the salary schedule according to her years of experience and qualifications;
- (d) have the period of the leave, up to a maximum of one year, included as experience for purposes of placement on the salary grid except for any period during which school was not in session.

22.08 For greater certainty, to the extent that the Employment Standards Act requires that maternity/adoption leave be available on a more favourable basis than set forth herein, the provisions of such Act shall govern.

Sabbatical Leave

22.09 A teacher with five or more years of continuous service with the Employer may request a leave of absence of one year's duration for the purpose of improving educational attainments. Such a request will be granted to a teacher only once in each seven year period.

22.10 A teacher seeking such leave shall make application in writing to the Head of School which shall include proposed plans for the leave and shall be delivered to the Head of School not later than one year prior to the proposed commencement of the leave. General criteria to be used in selecting candidates for leave shall be:

- (a) benefit to the students of the School;

(b) benefit to the individual teacher;

(c) benefit to the School.

Upon return, the teacher shall produce evidence of his/her enrichment to the Head of School.

All other things being equal, in the opinion of the Head of School, in the case of more than one applicant, seniority shall prevail. Not more than one such leave shall be granted in any one year. A sabbatical leave may be postponed by the Employer in the event that an adequate replacement cannot be found. The teacher shall continue to accumulate seniority while absent on sabbatical leave. A teacher on sabbatical leave shall notify the School in writing not later than five working days prior to the beginning of the March break in the year preceding his/her return specifying his/her intention to return to his/her duties.

22.11 A substitute teacher hired by the Employer as a result of the granting of a sabbatical or pregnancy/adoption leave may be terminated by the Employer at the end of the leave without regard to any of the provisions of this Agreement.

22.12 Permanent teachers who are employed under a permanent contract shall be eligible for a parenting leave of absence without pay, which shall begin no more than 35 weeks after the day the child is born or comes into the custody, care and control of the teacher for the first time, upon application to the Head of School, such application to be delivered to the Head of School in writing not later than April 7 in any year to be operative in respect of the next following school year in its entirety (unless the Head of School in his sole discretion consents to a shorter period), with such leave to expire on August 31 next following the commencement thereof (unless the Head of School in his sole discretion consents to an earlier date).

22.13 While on a parenting leave of absence, the teacher shall:

(a) receive no salary;

(b) not be employed in any capacity as a teacher without the express permission of the Employer;

(c) assume his/her proportionate cost, payable at least quarterly in advance of any health, life insurance or other benefit, to which the Employer contributes (the Employer contribution to be for a period not to exceed one year); and

(d) not be entitled to sick leave.

22.14 Upon his/her return to duty after the termination of a parenting leave of absence, the teacher shall:

- (a) resume his/her former position, if such is available, or another position at the same level of responsibility as, and with salary equivalent to, that from which he/she took leave:
- (b) retain the benefits and seniority accrued to the date of commencement of the leave and continue to accrue seniority during the leave to the extent required by law;
- (c) be placed on the salary schedule according to his/her years of experience and qualifications;
- (d) not be entitled to have the period of the leave included as experience for purposes of placement on the salary grid.

ARTICLE 23

PART-TIME TEACHERS

23.01 Remuneration, seniority and years of teaching experience in respect of any part-time teacher normally scheduled to teach ten or more periods a week shall be determined on the basis of the following accumulation of seniority:

20 periods or more a week	1 year of seniority for each year worked
10 to 19 periods a week	1/2 year of seniority for each year worked
less than 10 periods a week	no seniority

23.02 A part-time teacher who has acquired seniority and who is normally scheduled to teach ten or more periods a week may exercise seniority, in accordance with the principles contained in Article 11.02, in the event of a reduction in the number of teachers, in respect of any other part-time teacher with less seniority, and in respect of a full-time teacher with less seniority only in accordance with the following provisions:

- the part-time teacher may exercise seniority in respect of a full-time teacher

with less seniority only if the part-time teacher is prepared to accept full-time duties;

in the alternative, with the concurrence of the Employer (which concurrence will not be unreasonably withheld), and with the concurrence of all teachers directly affected, the teaching time available may be shared between the part-time teacher and a full-time teacher with less seniority on a rational basis not inconsistent with the needs of the School and the maintenance of appropriate standards of teaching.

- 23.03** It is **recognized** that the number of teaching periods assigned to part-time teachers may vary from year to year with the requirements of the School.
- 23.04** Part-time teachers shall be responsible for the performance of additional duties and additional responsibilities as set out in Article 19 of this Agreement. Part-time teachers shall attend all staff meetings.

ARTICLE 24

BENEFITS

- 24.01** The Employer will pay 100% of the premium cost for the Group Life Insurance Plan for all full-time teachers as designated by the Employer.
- 24.02** The Employer will pay 50% of the premium cost of the Dental Plan. The applicable Ontario Dental Association (ODA) Schedule of Fees for a general practitioner in effect shall be the 1991 ODA Schedule. Employees will be eligible for enrolment in the Plan upon completion of one year of full-time employment with the Employer, as designated by the Employer.
- 24.03** The Employer and the employee shall each pay 50% of the premium cost of the extended health care plan.
- 24.04** It is understood and agreed that the Employer reserves the right to change insurance carriers at any time, provided that an equivalent level of benefits is maintained.
- 24.05** All of the benefits referred to in this Article shall be as more particularly described and set forth in the respective plan documents and policies of insurance.
- 24.06** (a) The allowable sick pay credits for employees shall be 15 days per year

and permitted to accumulate and shall only be available for bona fide sickness or as expressly provided herein.

- (b) The above benefits are provided for full-time employees as designated by the Employer. Part-time employees in the bargaining unit shall receive sick benefits on a pro rata basis.
- (c) In the event that a teacher who has not accumulated sick leave pursuant to the provisions hereof is financially supported by the School during an illness or absence for important personal reasons, as if the teacher had previously accumulated such sick leave, such financial support and the equivalent days paid by the School shall be applied against and deducted from any future sick leave accumulation by that teacher.

(d) Absence without deductions from salary or sick leave.

- (i) An employee shall be granted a leave of absence up to a maximum of five days by reason of death in such employee's immediate family. Immediate family is defined as a spouse, parent, parent-in-law, child, grandchild, brother or sister.
- (ii) An employee other than a teacher already on leave such as pregnancy/adoption leave shall be granted leave of absence up to a maximum of two days by reason of the birth of such employee's child or the adoption of a child by such employee or a death in such employee's family to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, son-in-law, daughter-in-law, sister-in-law, niece or nephew.
- (iii) An employee shall be entitled to such employee's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty or by subpoena to any provincial or federal court in any proceeding in which the teacher is not charged.

(e) Personal Business

- (i) Personal business is business affecting one's personal affairs and/or religion.
- (ii) With respect to personal business, the total time which may be taken off in any school year shall not exceed three days, which shall not be consecutive; however, the Head of School in his discretion may extend

such total time by up to an additional two days.

- (iii) Any time off for personal business under this clause shall be deducted from the employee's accumulated sick leave credit.
- (iv) An employee shall not have to justify why he/she is taking time off for personal business when informing his/her Principal of his/her intention.
- (v) An employee taking time off for personal business as aforesaid shall provide at least one week's written notice thereof to the principal for prior approval, which approval shall not be unreasonably withheld.

(f) Working on Holidays/Weekends

Where a member of the Alliance volunteers for supervision of School scholarship exams or testing or out of town School trips taking place on a day during the School year on which the School is not normally open and spends the entire day in such activity, such member shall receive one additional day of accumulated sick leave credit to a maximum of 3 days in such School year unless such member receives a teaching allowance or periods off in respect of such activity.

ARTICLE 25

PENSION PLAN

25.01 For the 1994/95 School year, the Employer shall contribute, in addition to its existing 4% contribution, an additional 2.7% of the grid salary, stipends and responsibility allowances of each eligible teacher to a group registered retirement savings plan, provided that teachers may elect instead to receive the 2.7% amount as a lump-sum payment; this provision is applicable to teachers who were employed during the 1994/95 school year and who continue to be employed on the date of signing of this Agreement.

For the 1995/96 and 1996/97 school years, the Employer shall contribute 8% of the grid salary, stipends and responsibility allowances of each eligible teacher and the teacher shall contribute an equal amount to a group registered retirement savings plan, provided that teachers may elect to contribute 6% of their grid salary, stipends, and responsibility allowances, rather than 8%, but providing a written election to this effect each year by the first day of the School year.

25.02 Only employees who have completed one full year of continuous service with

the Employer shall be eligible to participate in the group registered retirement **savings plan**.

- 25.03 A Joint Pension Committee shall be established composed of three (3) members from the Alliance and three (3) members from the School, to review pension arrangements for the teachers, and to make recommendations to the parties. Full disclosure of all pertinent documents shall be provided, and the teachers shall be entitled to participate in the administration of any pension arrangements applicable to them, through the Joint Pension Committee. The Committee shall meet as required and shall keep minutes of the matters discussed and the recommendations of the Committee.

ARTICLE 26

HEALTH AND SAFETY

- 26.01** The Employer shall post and maintain at all times up to date copies in English and in French of the Occupational Health and Safety Act and of the Asbestos Regulations in a prominent location in each staff room.
- 26.02** The Employer, in conjunction with the Alliance, shall maintain a Joint Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act.



ARTICLE 27

TERM OF AGREEMENT

27.01 This Agreement shall be for a term of three years commencing on ~~September 1, 1994 and ending on August 31, 1997~~, and shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety days prior to the expiry date hereof of that party's intention to terminate this Agreement or to negotiate revisions thereto.

FOR THE EMPLOYER

FOR THE ALLIANCE

J. Raymond Jones

Mary Bertram

Brynnia

Gean Jones.

SCHEDULE "A"

I. SALARIES

1. The salary grids in effect during the term of this contract are set out in the following tables attached to and forming part of Schedule "A":

Table One Salaries effective September 1, 1994
Table Two Salaries effective September 1, 1995
Table Three Salaries effective September 1, 1996
Table Four Salaries effective February 1, 1997

2. Category placement on the salary grid will be based on qualifications determined with reference to the number of years of education in teacher training college or university, as follows:

Category A 0 years
Category B 1 year
Category C 2 years
Category D 3 years
Category E 4 years
Category F1 5 years
Category F2 6 years
Category G 5 years plus a teaching specialist or post-graduate degree in education

3. Heads of House will receive remuneration of **\$2,450** in addition to the normal remuneration paid to teachers for all years of the collective agreement.
4. The annual salaries shown in Tables One to Four include full compensation for vacation.
5. Extra time, where properly **authorized** and approved, will be paid at the rate of **\$11.00** per period.

When a teacher is actually teaching during the extra time, the foregoing rates shall not apply and such teacher shall be paid at his/her actual contract rate instead.

6. It is understood that responsibilities in respect of Home Room supervision and the Tutorial Programme shall continue as part of a teacher's normal duties without additional compensation except that there shall be a one period credit for a Home Room assignment.

II DEPARTMENT HEADS

1. The School may appoint Heads of Department, with general responsibility, under the supervision of the School's administration, to ensure the effective teaching of programmes in a stated area, to advise the Head of School and relevant Principals on the developments and improvement of the curriculum, to assist in the training of teachers, to make appropriate reports to the Principal and Head of School with respect to problems and issues in the area for which he or she is responsible, and generally to carry out other responsibilities as necessary or appropriate in relation to the position as more particularly described in the School's job description.
2. The appointment of a Head of Department shall be a prerogative of the School's administration. Where the **headship** of a particular department of a division becomes or is about to become vacant, the School will invite applications for that position from teachers in the relevant department or division, and will consider such applications before making an appointment. Nothing herein shall restrict the right of the School to make interim or temporary appointments, or to otherwise deal with an emergency situation: further, during vacations or the absence of a teacher, a notice to the teacher mailed to his/her last address is adequate notice.
3. A Head of Department or Assistant Head of Department once appointed to a position shall continue therein unless and until:
 - (a) he/she is removed, for cause, at any time by the School's administration;
 - (b) he/she is removed as Head of Department by the School's administration, at the discretion of the School, with not less than six months' notice before the commencement of the School term for which the removal is to be effective.
4. Heads of Department will receive remuneration, in addition to the normal remuneration paid to teachers, in the following amounts per school year:

"A" Department Head	\$3,040
"B" Department Head	2,430

“C” Department Head	625
Assistant Head of Department	930

A Department shall consist of such number of teachers teaching such **subjects** as the School may in its sole discretion from time to time determine. A Department will be considered as an “A” Department provided that the Department has at least the equivalent of three teachers teaching full-time in the area in question, exclusive of the Head of Department.

A “B” Department is any recognized Department other than an “A” or “C” Department.

A “C” Department is a Department with the equivalent of one teacher in a specialist area of the high school division.

For the purpose of the above calculation, where a teacher teaches part-time in one area and part-time in another, only an appropriate fraction shall be included in the computation of the number of teachers in a department for the classification of such department.

5. For greater certainty, the School may appoint two or more persons to be joint Heads of Department or Assistant Heads of Department, or to otherwise share the responsibilities, and the remuneration **therefor** shall be divided between in accordance with their respective duties in a reasonable manner.
6. Heads of Department shall be assigned additional periods off (which periods shall count as periods of teaching for the purpose of computing the teacher’s remuneration) in accordance with the arrangements entered into with the School: the period allowance for a Department “A” Head of Department in the high school shall not be less than three periods and not more than five periods off per week, an “A” Head of Department in the middle school shall be entitled to an allowance of four periods and not more than five periods per week and an “A” Head of Department in the primary school shall have five periods off per week.

A Head of Department of a “B” Department shall be entitled to not less than two periods allowance per week, and a Head of Department of a “C” Department or an Assistant Head of Department is not entitled to any minimum period allowance. The number of Branches covered by a Head of Department in the middle and primary schools is one of the factors taken into consideration in determining period allowances.

7. Notwithstanding the above, the School may appoint a person to the position of interim or temporary Head of a Department or to Assistant Department Head, and may remove such person from that position for cause or, at its sole discretion, either after three months' notice or at the end of the School year.
8. Notwithstanding anything in this Agreement, the School and particular Head of Department or Assistant Head of Department may agree to an appropriate modification of the allowance for periods off, and compensation, so as to place such Head of Department in approximately the same overall position as noted above.
9. The School may appoint one or more Assistant Heads of Department for a given Department in the School's sole discretion and shall assign such duties to any such Assistant Heads of Department as the School may determine.
10. The determination of which Departments require a Head of Department will be at the discretion of the School, but any change in the present determination will be notified to, and discussed with, the Alliance in advance of implementation.

III UNIVERSITY EXPERIENCE

For the purposes of Schedule "A", a "**recognized** year of university studies" will be a full year of studies spent at a university, or any post secondary institution, **recognized** by the Employer, during which year of studies the employee took and successfully completed courses of study **recognized** by the Employer as being equivalent to five university courses available at a North American university.

IV SPECIALIST

For the purposes of Schedule "A", a Category II teacher and Category III teacher holding a specialist qualification in conjunction with a first or second class Honours degree shall be placed in Category III as regards a Category II teacher and Category IV as regards a Category III teacher.

V CREATION OF NEW INCOME BASIS

The School shall not create a basis of salary, stipend, honorarium or other remuneration applicable to an Alliance member to whom this Agreement applies pursuant to Article 2.01 without first having negotiated the same with the Alliance.

VI TEACHING EXPERIENCE

The Alliance and the School agree that employees will be placed on the salary grid on the basis of completed years of teaching experience and that there will be no pro rata adjustments to the base salaries or increments to recognize a partial year of teaching experience not already recognized by the School.

Schedule 'A' - Table Two
 Salary Grid - September 1, 1995

	A	B	C	D	E	F1	F2	G
0	29,248	29,248	29,248	29,248	30,670	33,779	35,176	35,176
1	31,374	31,374	31,374	31,374	32,878	36,352	37,951	37,951
2	33,499	33,499	33,499	33,499	35,086	38,924	40,726	40,726
3	35,624	35,624	35,624	35,624	37,294	41,497	43,500	43,500
4	37,749	37,749	37,749	37,749	39,502	44,070	46,275	46,275
5	39,874	39,874	39,874	39,874	41,710	46,643	49,050	49,050
6	41,999	41,999	41,999	41,999	43,919	49,216	51,825	51,825
7	44,124	44,124	44,124	44,124	46,127	51,789	54,599	54,599
8	46,250	46,250	46,250	46,250	48,335	54,362	57,374	57,374
9	48,375	48,375	48,375	48,375	50,543	56,935	60,149	60,149
10	50,500	50,500	50,500	50,500	52,751	59,508	62,924	62,924

Schedule 'A' - Table Four
 Salary Grid - February 1, 1997

	A	B	C	D	E	F1	F2	G
0	30,500	31,000	31,500	32,250	33,250	36,650	36,650	38,250
1	32,500	33,000	33,500	34,250	35,452	39,449	39,449	41,049
2	34,500	35,000	35,500	36,250	37,654	42,248	42,248	43,848
3	36,500	37,000	37,500	38,250	39,856	45,047	45,047	46,647
4	38,500	39,000	39,500	40,250	42,058	47,846	47,846	49,446
5	40,500	41,000	41,500	42,250	44,260	50,645	50,645	52,245
6	42,500	43,000	43,500	44,250	46,462	53,444	53,444	55,044
7	44,500	45,000	45,500	46,250	48,664	56,243	56,243	57,843
8	46,500	47,000	47,500	48,250	50,866	59,042	59,042	60,642
9	48,500	49,000	49,500	50,250	53,068	61,841	61,841	63,441
10	50,500	51,000	51,500	52,250	55,270	64,640	64,640	66,240

Schedule 'A' - Table One
Salary Grid - September 1, 1994

	A	B	C	n	F	F1	F2	G
0	28,545	28,545	28,545	28,545	29,932	32,966	34,330	34,330
1	30,619	30,619	30,619	30,619	32,087	35,477	37,038	37,038
2	32,693	32,693	32,693	32,693	34,242	37,988	39,746	39,746
3	34,767	34,767	34,767	34,767	36,397	40,499	42,454	42,454
4	36,841	36,841	36,841	36,841	38,552	42,010	45,162	45,162
5	38,915	38,915	38,915	38,915	40,707	45,521	47,870	47,870
6	40,989	40,989	40,989	40,989	42,862	48,032	50,578	50,578
7	43,063	43,063	43,063	43,063	45,017	50,543	53,286	53,286
8	45,137	45,137	45,137	45,137	47,172	53,054	55,994	55,994
9	47,211	47,211	47,211	47,211	49,327	55,565	58,702	58,702
10	49,285	49,285	49,285	49,285	51,482	58,076	61,410	61,410

Schedule 'A' - Table Three
Salary Grid - September 1, 1996

	A	B	C	D	E	F1	F2	G
0	29,979	29,979	29,979	29,979	31,437	34,623	36,055	36,055
1	32,158	32,158	32,158	32,158	33,700	37,261	38,900	38,900
2	34,336	34,336	34,336	34,336	35,963	39,897	41,744	41,744
3	36,500	36,515	36,515	36,515	38,226	42,534	44,588	44,588
4	38,500	38,693	38,693	38,693	40,490	45,172	47,432	47,432
5	40,500	40,871	40,871	40,871	42,753	47,809	50,276	50,276
6	42,500	43,000	43,049	43,049	45,017	50,446	53,121	53,121
7	44,500	45,000	45,227	45,227	47,280	53,084	55,964	55,964
8	46,500	47,000	47,406	47,406	49,543	55,721	58,808	58,808
9	48,500	49,000	49,500	49,584	51,807	58,358	61,653	61,653
10	50,500	51,000	51,500	51,763	54,070	60,996	64,497	64,497

SCHEDULE B

THE TORONTO FRENCH SCHOOL
SELF-FUNDED LEAVE PLAN FOR TEACHERS

Intent and Limits of the Plan

This Plan is intended primarily for the purpose of relieving the necessity of declaring teachers surplus and/or terminating the contracts of permanent teachers, although it may be used as a special leave for other unstated purposes, and is not meant to discourage a teaching employee from applying for other leaves. Teachers in any discipline are free to apply for a leave under this Plan.

Teachers may apply to take their leave year during the third, fourth or fifth year of **enrollment** in the Plan.

Plan Design

In general, the Plan is designed to allow a teacher a Self-Funded Leave for one year. Under this plan, the **teacher** shall receive:

4/5 leave plan - 80% of salary for 5 years

All financial or legal indemnities arising from this Plan shall be borne by the teacher.

The School, as an accommodation to teachers, will administer the Plan and provide clerical and administrative services.

The School and the **Alliance Des Enseignants de la** Toronto French School (the Alliance) assume no responsibility for any consequences arising out of the Plan related to effects on the teacher's Group Registered Retirement Savings Plan, **income** tax arrangements, Unemployment Insurance, the Canada Pension Plan or any other liability or consequence incurred by the teacher as a result of participation in the Plan.

Unless expressly agreed to otherwise by the teacher and the School, all provisions of this agreement shall cease on the completion of the individual teacher's **enrollment** period in the Plan as set out in the Memorandum of Agreement signed by the teacher.

Procedures for Obtaining a Self-Funded Leave Under the Plan

1. Applications for a Self-Funded Leave shall be made to the Principal on or before March 15th in a year.
2. The application form shall set out the period in which the Plan is to be effected and the school year in which the teacher requests the leave position.
3. Applications shall be considered by the Principal.
4. The following minimum criteria must be met before an application will be considered for approval:
 - (a) The teacher holds a permanent contract with the School and has completed a minimum of five (5) years of continuous **service** with the School.
 - (b) The teacher **is** unlikely to be declared surplus during the term of the Plan.
 - (c) The teacher must declare that, notwithstanding emergency circumstances, the teacher intends to serve the School to the end of the completion of the Plan.
 - (d) Program disruptions and staff dislocations from the leave must be acceptable in the opinion of the School.
5. Response to the application shall be in writing setting out the terms and conditions of the leave or explaining the reasons for denial or postponement. The School shall make its decisions prior to May 31st.

Description of the Plan and Financial Provisions

1. The Self-Funded Leave shall afford a teacher the opportunity to enter into an agreement with the School to take a one year Self-Funded Leave. During the leave term the teacher shall agree to be paid at **80%** of the 'grid salary normally paid under the current collective Agreement in each of these years.

Under the plan, **20%** of salary shall be withheld by the School in each of the four work years of the Self-Funded Leave Plan. The amounts withheld prior to the Self-Funded Leave year shall be invested by the School. The amount withheld plus accrued interest shall be paid to the teacher during the year of leave in accordance with the payment schedule as if the teacher were at work.

Description of the Plan and Financial Provisions (cont'd.)

Accrued interest on the amount withheld shall be allowed by the School at the Bank of Nova Scotia (3169 Yonge Street, Toronto, Ontario) Interest rate payable on the Bank's one year Guaranteed Investment Certificates, calculated monthly and compounded annually.

2. During all years that the individual teacher is participating in the Self-Funded Leave Plan, all employee benefits shall be maintained at a level as if the teacher was being paid at **100% of salary**. Premium costs during the **Self-Funded** Leave year will be paid in full by the teacher. During the Self-Funded Leave year, the School shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the teacher's behalf. During the leave year, the teacher shall not be eligible, for sick leave.

Additional Conditions and Terms of Reference

1. On return from leave, a teacher shall be assigned to a similar position. If, due to declining or changing enrollment patterns said position no longer exists, the placement of the teacher shall be governed by the appropriate terms of the Collective Agreement in effect at that time.
2. A teacher participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been **received** had the one year leave not been taken, including credit up to a maximum of one year for seniority and experience increment for purposes of the salary grid.
3. Sick leave credits shall not be granted for the year spent on leave.
4. **Group RRSP deductions** are to be continued as provided by the Collective Agreement during all years that the teacher is participating.

Should a teacher wish to supplement contributions in order to purchase full credit during the year of leave, such arrangements should be made by the teacher.

5. Prior to the leave occurring but not after January 1st of the year in which the leave is to commence, a teacher may withdraw from the Plan provided that the teacher has applied to the Principal for withdrawal. Upon withdrawal, any monies accumulated, plus interest owed shall be repaid to the teacher within sixty (60) days of the notification of

Additional Conditions and Terms of Reference (cont'd.)

the teacher's desire to leave the Plan. Such a leave may be delayed by the School by giving notice prior to January 1st 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.

6. Should a teacher die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment shall be paid to the teacher's estate.
7. All teachers wishing to participate in the Plan shall be required to sign an agreement on a form supplied by the School before final approval for participation will be granted.
8. Income tax shall be deducted on the actual amounts received by the teacher during each of the years of the Plan subject to the income tax regulations in effect at that time.
9. During the Self-Funded Leave year, a teacher may engage in such plans of education and employment as the teacher chooses, except that the teacher may not be employed by the School in any capacity.
10. The number of teachers that may be absent at any one time shall be determined by the School. Should the number of applicants exceed the number as determined by the School, the excess shall be postponed to future years. Provisions of Article 11 shall apply to all applicants irrespective of the year it was applied for. The year of leave for purposes of the Plan shall be September 1st of one year to August 31st of the following year.
11. Leave requested for the purpose of pursuing further education will be given priority and in the event of any conflict between applicants, seniority shall be the governing factor. Where a teacher and his/her spouse (including common law) apply for leave to be taken at the same time, they shall be treated as a single applicant for purposes of determining seniority which shall be equal to the greater of the two.
12. A teacher on Self-Funded Leave shall notify the School in writing not later than five (5) working days prior to the beginning of the March break in the leave year specifying and confirming his/her intention to return to his/her duties. In the event the teacher does not return to the School upon completion of the leave, or for any reason does not fulfill the teacher's obligation to reimburse the School in full for any and all salary and benefits paid during the

Additional Conditions and Terms of Reference (cont'd.)

leave year, any and all amounts owing to the School by the teacher shall be shared equally by the School and the Alliance Des Enseignants de la Toronto French School and the Alliance agrees to reimburse the School in the amount of its proportionate share forthwith.

13. The School and/or the Alliance shall have the right to deny applications for teachers who have not fully funded their leave.

For the School:

[Handwritten signature]

For the Alliance,

[Handwritten signature]

[Handwritten signature]

MEMORANDUM OF AGREEMENT

THE TORONTO FRENCH SCHOOL
SELF-FUNDED LEAVE PLAN FOR TEACHERS

I have read and agree to the terms and conditions of the Self-Funded Leave Plan, I also agree to the following additional conditions.

1. The period of my **enrollment** in the Plan shall commence _____ September 1st and terminate _____ August 31st.
2. I agree to take my Self-Funded Leave year commencing _____ September 1st and terminating _____ August 31st.
3. During the years 19____, 19____, 19____ and 19____, I agree to be paid at the rate of 80% of my **annual salary** as determined by the Collective Agreement in effect during those years. I **accept** responsibility for any financial indemnity arising out of participation in this Plan.
4. I agree to fulfill my contractual obligations to the School until _____ August 31st.
5. I agree during my Self-Funded Leave year to be paid in total the amount withheld, or to be withheld, during the -four work years in which I have participated in the Plan plus any accumulated interest. The method of payment shall be the same as outlined in the Collective Agreement.
6. I agree during the Self-Funded Leave year to be responsible for 100% of the premium cost resulting from my participation in employee benefit plans as described in the Collective Agreement. I agree that the **School** shall deduct such funds from each pay during my Self-Funded Leave year.

TEACHER: _____
Signature

LOCATION: _____

DATE: Y _____ M _____ D _____

APPENDIX "C"

BASE SALARIES & INCREMENTS OF FULL-TIME TEACHERS IN REGULAR SCHOOL PROGRAMME for implementation in the Collective Agreement 1994-97

Category	A	B	C	D	E	F	G
No. of years of education in teacher-training college or university	0	1	2	3	4	5	5+ teaching specialist or post-graduate degree in education
Base Pay (\$)	30,500	31,000	31,500	32,250	33,250	36,650	38,250
Step - for each year of relevant experience (\$)	2,000	2,000	2,000	2,000	2,202	2,799	2,799
Maximum Pay after 10 years	50,500	51,000	51,500	52,250	55,270	64,640	66,240

AETFS June 12-95

SCHEDULE OF DATES

11.01 Notice of Redundancy to Teachers

*Should a reduction in the number of teachers be required for **any** reason other than an indicated decline in enrolment, the School will provide notice of the possible termination of contract no later than **the last working day prior to the December holiday** in respect of the succeeding academic year.*

*Should a reduction in the number of teachers arise out of an indicated decline in enrolment, the School will provide notice of a possible termination of contract **no later than April 30** in respect of the succeeding academic year. Should no decline in enrolment occur, the notice shall be withdrawn.*

11.04 Notice of Resignation from Teachers

*The Alliance and each individual teacher in the bargaining unit **agree** that a teacher shall provide to the School not less than **five months' notice** of resignation where possible and not later than **March 31** in **each year**.*

12.02 Notice to Probationers from School

*The Employer **shall** provide the Alliance and the probationary employee with written notice that one of the following shall apply:*

- a) the probationary employee is confirmed and appointed by the Head as a permanent member of the teaching staff of the School; or*
- b) the probationary employee's period of probation is being extended for a further term which may not exceed one calendar year; or*
- c) the probationary employee will not be retained and shall leave the School **at** the end of the school year in which such notice is given.*

Notice given under a) or c) can be provided at any time during the probationary period. Notice given under b) shall be provided two weeks prior to the end of the probationary period, except where the probationary period ends in August or September in which case notice shall be given during the last two weeks of June prior to the end of the probationary period.

13.01 Information to Alliance from School

*The Employer shall provide to the Alliance, on or before **October 1**, a list of statistical information concerning:*

- a) salaries, placement, seniority, **leaves** and positions of responsibility; and*
- b) period allocation for teaching, positions of responsibility, duties and extra-curricular activities.*

*This list shall be updated during the course of the **year** upon request and the Alliance shall be provided with a copy of such updated list as soon as reasonably practicable.*

16.02 Application for Advertised Position from Teacher

*An applicant shall notify the Employer of his/her desire to be considered for the advertised position **within ten calendar days** of the advertisement.*

17.04 Election of Pay Plan

*At the **beginning of each academic year**, a teacher shall elect to be paid according to Plan A or to Plan B.*

22.02 Notice for Leave for Pregnancy/Adoption

- (a) Permanent teachers who are, or will be by the commencement date of the pregnancy/adoption leave, employed under a permanent contract shall be eligible for a pregnancy/adoption leave **not exceeding twenty-four months** from the initiation of leave, except as provided in Article 22.04.*
- (b) such leave shall expire on **August 31**, unless the leave commenced after the winter Break in which case the leave may, at the discretion of the teacher, be extended to expire on **December 31** in the case of a teacher who takes pregnancy/adoption leave not exceeding twelve months. In no case may the teacher return to **duty** from such a leave except on the first school day of September or January, as provided in this Section.*

- c)** *When the leave requested by the teacher and granted by the Employer extends beyond the seventeen weeks provided for in Part XI of the Employment Standards Act, the teacher **shall** notify the Principal of the School in writing **not later than five working days prior to the beginning of the March break in the year prior to return** specifying the date upon which she will return to her duty.*
- d)** *As an **alternative** to the pregnancy/adoption leave provided for in this Article, a permanent teacher employed under a permanent contract may elect to have a pregnancy/adoption leave for a period not to exceed seventeen weeks. Such an election **shall** be communicated to the Employer by the teacher in writing **at /east four months prior to the date of commencement** and termination of the leave. A pregnancy/adoption leave taken pursuant to **this** election cannot **terminate** less than four weeks prior to the Christmas and March breaks and not less than six weeks **prior to the end** of the term. Such a leave of absence, **subject** to the provisions hereof, shall be regulated in accordance with the provisions of the Employment Standards Act.*

- 22.03**
- (a)** *Every post-natal leave shall extend **at /east six weeks beyond the actual date of delivery**, and **may** extend until any unused portion of the seventeen weeks expires.*
 - (b)** *Notwithstanding the foregoing, but subject to Article 22.02(b), the teacher may shorten the duration of the six week post-natal leave by giving the Employer **one week's written notice** of her intention to do **so and** furnishing the certificate of a **legally** qualified medical practitioner stating that she is able to resume her work and with the consent of the Employer.*

- 22.04**
- Notwithstanding Article 22.02 and subject to Article 22.03, on the teacher's written application endorsed by her Principal the Employer **will** consider **her return to duty at an earlier date than stipulated** when her **leave** was approved if there is a suitable vacancy for which she is qualified or if unforeseen circumstances arise affecting her **leave**, such as **incomplete gestation** or the death of a child.*

22.05 *Every teacher requesting pregnancy/adoption leave must apply in writing to the Principal **at least five months** (or such shorter period as is provided by law) before the estimated date of birth or adoption, as applicable. In her application the teacher should state when she wishes to begin and end the desired leave.*

- (a) *Whenever possible, **the date of commencing leave** shall be determined by agreement between the teacher and the Principal. Such **leave** shall normally commence **on September 1 or January 1.***
- (b) *The Employer may require the teacher to begin leave pursuant to Article 22.02 preceding at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of work is materially affected by her pregnancy.*
- (c) *In the event of a dispute the Employer **may** require the teacher to produce a report from her physician.*
- (d) *A teacher who does not apply for leave under this Article, and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and **shall** be granted leave in accordance with Article 22.02 upon providing to the Employer **before the expiry of two weeks after she ceased to work** the Certificate of a legally qualified medical practitioner stating that she was **not** able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated date when, in his/her opinion, delivery will occur or the actual date of her delivery.*

22.10 Notice of Sabbatical Leave

*A teacher seeking such **leave** shall make application in writing to the Head of School which shall included proposed plans for the leave and shall be delivered to the Head of School not later than **one year prior to the proposed commencement of the leave.***

Notice of Return from Sabbatical Leave

*A teacher on sabbatical leave shall notify the School in writing **not later than five working days prior to the beginning of the March break** in the year preceding his/her return **specifying his/her intention to return to his/her duties.***

22.12 Application for Parenting Leave

*Permanent teachers who are employed under a permanent contract shall be eligible for a parenting leave of absence without pay, which shall begin no more than **35** weeks after the day the child is born or comes into the custody, care and **control** of the teacher for the first time, upon application to the Head of School, such application to be delivered to the Head of School in writing **not later than April 7** in any year to be operative in respect of the next following school year in its entirety (unless the Head of School in his sole discretion consents to a **shorter** period), with such leave to expire on **August 31** next following the commencement thereof (unless the Head of School in his sole discretion consents to an earlier date).*

24.06 Q(e) Personal Business

- (v) *An employee taking **time** off for personal business as aforesaid shall provide at least **one week's written notice** thereof to the principal for prior approval, which approval shall not be unreasonably withheld.*