

COLLECTIVE AGREEMENT

between

**The Toronto District
School Board**

and

**The Elementary Teachers'
Federation of Ontario**

for the

**2002-2003 and 2003-2004
school years**

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AGREEMENT dated this 4th day of June, 2003.

BETWEEN:

The Toronto District School Board

(hereinafter referred to as the "Board")

and

The Elementary Teachers' Federation of Ontario

(hereinafter referred to as the "Union")

The Board and Union agree as follows:

PART A - GENERAL

A.1.0. - PURPOSE OF THIS AGREEMENT

A.1.1. It is the intent of the parties to this Agreement to maintain mutually satisfactory relationships by setting forth certain terms and conditions of employment and to provide a procedure for the equitable settlement of grievances.

A.2.0. - RECOGNITION

A.2.1. The Board recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as the "Union") mentioned in the description of the parties to this Agreement as the sole and exclusive Bargaining Agent authorized to negotiate and to participate in the administration of this Agreement on behalf of all teachers, other than occasional teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time.

(a) For the purposes of Recognition:

- (i) "teacher" bears the same meaning as the "Part X.1 teacher" as defined in the Education Act,
- (ii) "occasional teacher" bears the same meaning as that given to "occasional teacher" by the Education Act, and
- (iii) With respect to the bargaining unit placement for teachers assigned to junior high schools, the

bargaining agents for both the elementary and secondary bargaining units have agreed that the Board shall continue past practice (in effect during the 1997-1998 school year) as set out in the prior elementary and secondary collective agreements.

- A.2.2. All matters and rights not prescribed by this Agreement, shall remain within the sole and exclusive right of the Board to manage its affairs.
- A.2.3. The Union will from time to time notify the Board in writing of the person(s) who is (are) duly authorized to act on behalf of the Union.
- A.2.4. All official written communication between the parties arising out of this Agreement shall pass between the person designated by the Director and the designated officer of the Union.

A.3.0. - DEFINITIONS

- A.3.1. The use throughout this Agreement of capital letters in words defined in A.3.0. shall be for the purpose only of indicating that the words are given a defined meaning.
 - (a) "Agreement" means the collective agreement between the Board and the Bargaining Agent made pursuant to the Education Act.
 - (b) "Bargaining Agent" means the Elementary Teachers' Federation of Ontario.
 - (c) "Bargaining Unit" means the

elementary teachers as described in A.2.1.

- (d) "Board" means the Toronto District School Board.
- (e) "Continuing Education Teacher" means a teacher employed by the Board under the working conditions set out in Part F to teach a continuing education course or class established by the Board in accordance with the regulations for which membership in the Ontario College of Teachers is required.
- (f) "Director" means the Director of Education of the Board.
- (g) "Equivalent Teaching Experience" is the sum of the years or partial years of Teaching Experience and the years or partial years of Related Experience for which credit is given for salary purposes.
- (h) "E.T.T." means the Toronto Teachers' Local of the Elementary Teachers' Federation of Ontario.
- (i) "Grid Salary" means salary according to the salary grids in Part B of the Agreement.
- (j) "Occasional Teacher" bears the same meaning as that given to "occasional teacher" by the Education Act.
- (k) "Part-time Teacher" means a Teacher employed by the Board on a regular basis for other than full-time duty.
- (l) "Permanent Teacher" means a Teacher who has successfully

completed the probationary requirements.

- (m) "Position of Responsibility" means a position of responsibility within the Bargaining Unit.
- (n) "Predecessor Board" means any one of the following:

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

- (o) "Probationary Teacher" means a Teacher who has not successfully completed the probationary requirements set out as follows:

For a newly hired teacher who has successfully completed three years or more of active teaching service with a District School Board or School Authority in Ontario, the probationary period shall be one year of successful active teaching. For all other newly hired teachers, the probationary period shall be one

year of successful active teaching.

- (p) "Related Experience" means experience in a trade, profession, or business for which credit may be given by the Board by advancing a Teacher on the salary grid depending on the length of the experience and the degree of its relevance to teaching but shall not include related experience required for entrance to a College or Faculty of Education. Nor shall it include work or teaching experience while on a leave of absence without pay.
- (q) "Sick Leave Credit" means a credit entitling a Teacher or Part-time Teacher to payment of salary or part-time salary respectively for one day under the provisions of this Agreement during absence from duty.
- (r) "Union Steward" means the Workplace Steward.
- (s) "Spouse" means spouse and same sex partner as defined in the Family Law Act.
- (t) "Surplus Teacher" means a Teacher whose employment is terminated pursuant to the provisions set out in Part E for reason of being surplus to the Board.
- (u) "Teacher" means a teacher as defined in Part X.1 of the Education Act, who is employed by the Board to teach in the elementary panel but does not include a supervisory officer, a principal, a vice principal, an instructor in a teacher training institution, a Continuing

Education Teacher or an Occasional Teacher.

- (v) "Teaching Experience" means the number of years or partial years of experience to the nearest tenth of a year at September 1 in any year, in teaching in Canada as a regular day school teacher or as a long term occasional Teacher employed by a publicly funded board in accordance with the Education Act or such other experience in teaching that the Board in its discretion considers equivalent thereto but shall not include experience as a lecturer or tutor during the time the Teacher was an undergraduate student. Nor shall it include teaching experience outside of Ontario while on a leave of absence without pay.

The calculation of Teaching Experience for a school year, unless otherwise provided in this Agreement, shall be as follows:

$$\frac{\text{Total Salary paid to the Teacher in a school year}}{\text{Full-time Total Salary for that Teacher in that school year}}$$

(rounded to the nearest first decimal place).

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

Teacher worked as a Teacher from September 1.

Credit for Teaching Experience given to Teachers who were employed by a Predecessor Board prior to September 1979, and who continue with the Board, shall not be reduced by reason of this provision.

- (i) "Teaching Experience" shall not include experience gained as a Continuing Education Teacher.
- (w) "Total Salary" means Grid Salary and all allowances, except expense allowances, for regular day school teaching.
- (x) "Union" means the Elementary Teachers' Federation of Ontario.

A.4.0. - TERM OF AGREEMENT

- A.4.1. This agreement shall be in effect from September 1, 2002 and shall continue in force up to and including August 31, 2004 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with Ontario Labour Relations Act, as amended from time to time.

A.5.0. - APPLICATION OF THIS AGREEMENT

- A.5.1. The terms and conditions of employment in this Agreement except those set out in Part

F shall apply to all Teachers.

- (a) The terms and conditions of employment in Part F of this Agreement shall apply to all Continuing Education Teachers including those in continuing education Positions of Responsibility.
- (b) The terms and conditions of employment in Part F do not apply to a Teacher employed to teach in the regular day school program but who is assigned duties in continuing education and has not accepted additional employment as a Continuing Education Teacher. Such Teachers are governed by the terms and conditions in this Agreement other than Part F.
- (c) The terms and conditions in Part F apply to a Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.

A.5.2. Except where otherwise provided, the provisions of this Agreement supersede all previous agreements.

A.6.0. - COPIES OF AGREEMENT AND SALARY STATEMENT

- A.6.1. The Board shall provide in September (or after September when a later date is agreed upon by the Board and the Union) to each Teacher a statement of the Teacher's computed salary.
- A.6.2. The Board will provide to each Teacher, at the expense of the Board, within six weeks of the signing of the Collective Agreement,

one copy of the terms and conditions of employment. The format in which this Agreement is to be printed or otherwise duplicated for such distribution shall be agreed upon between the Board's Negotiating Team and the Teachers' Negotiating Team.

A.7.0. - PROHIBITION AGAINST THE USE OF SANCTIONS

- A.7.1. There shall be no strike or lockout during the term of this Agreement or any renewal of this Agreement. The terms "strike" and "lock-out" shall bear the same meaning given by the Ontario Labour Relations Act, R.S.O. 1990, as amended and the Education Act R.S.O. 1990, as amended.

A.8.0. - GRIEVANCE-ARBITRATION PROCEDURE

General Provisions

- A.8.1. If a Teacher is unable to resolve by informal discussion with the principal or the appropriate supervisor, any question as to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Teacher may lodge a grievance as provided hereinafter.
- A.8.2. Within the terms of this Agreement, a grievance is any difference relating to the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitrable.

- A.8.3. Each party to a grievance may be assisted or represented by representatives from their respective organizations or by counsel throughout the grievance-arbitration procedure.
- A.8.4. If there are any grievances concerning similar matters, they may, upon mutual consent, be heard or considered together as one grievance.
- A.8.5. The time limits fixed for the grievance procedure under this Agreement may be extended or abridged only upon the written consent of the Board and Teacher or Board and Union, as applicable.
- A.8.6. One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.
- A.8.7. If a grievance is not initiated or is not processed to the next step within the time and manner prescribed in this Agreement, it shall be deemed to be abandoned. For the purpose of this grievance procedure the term "school days" as used herein shall mean a day that is within a school year and is not a school holiday.
- A.8.8. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to the grievance.
- A.8.9. No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.
- A.8.10. Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration

procedure set out in the agreement under which the grievance was initiated.

Initiating a Grievance

- A.8.11. A Teacher may initiate a grievance by:
- (a) consulting with the Union and committing the grievance to writing, and
 - (b) having it delivered to the Board during normal business hours within the next 20 school days following the day the cause for the grievance became known to the Teacher or reasonably ought to have become known to the Teacher.

Step A

- A.8.12. (a) The Director or designate shall meet with the Teacher and Union representatives and they shall endeavour to settle the grievance.
- (b) If the grievance is not settled within ten school days after the date that the grievance was initiated and the Teacher wishes to proceed to Step B, the Union on behalf of the Teacher may then proceed with the grievance to Step B.
- (c) If the Union and Teacher agree to continue the grievance the Union shall inform the Board in writing of the intention to proceed with the grievance to Step B.

Step B

- A.8.13. (a) The Union and the Board representatives shall meet to attempt to

settle the grievance within 30 school days after the grievance was initiated. Notwithstanding, the Teacher may choose not to attend this meeting.

- (b) If the grievance is not settled within 10 school days after the grievance was heard at Step B, which shall be within 40 days of initial filing of the grievance, the Union will notify the Board in writing of its intent to proceed to arbitration.

A.8.14. The Board or the Union may initiate a policy or group grievance beginning at Step B of the grievance procedure. The Board or Union shall initiate such grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance became known or reasonably ought to have become known to the grieving party.

A.8.15. The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have become known is within 90 school days preceding the end of the term of this Agreement.

Step C - Arbitration

A.8.16. (a) To proceed to arbitration, the Union shall within 50 school days after the date the grievance was initiated under Step A, give written notice to the Board of its intention to proceed to arbitration together with the name of its appointee to the arbitration board.

- (b) Within 10 school days from the date of the receipt of the notice from the Union the Board shall notify the Union of the

name of its appointee to the arbitration board.

- (c) The two appointees shall, within 10 school days of the appointment of the second of them or within a time mutually agreed upon, appoint a third person who shall be the chairperson. If either party fails to name an appointee to the arbitration board, or if the appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour upon the request of either party.
- (d) No person shall be appointed to the arbitration board who has been involved in an attempt to settle this grievance at an earlier step under A.8.0.
- (e) The Board and the Union may, by mutual consent, agree on the appointment of a single arbitrator, who shall have the same powers and be subject to the same limitations as an arbitration board. The expenses of the single arbitrator shall be shared equally by the Board and the Union.
- (f) The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties to the grievance. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chairperson shall govern.
- (g) If a grievance concerns the discipline of

a Teacher, including disciplinary dismissal, the arbitration board may confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.

- (h) Each of the parties shall bear the expenses of its own appointee to the arbitration board and one half of the expenses of the chairperson of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.
- (i) The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- (j) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- (k) The arbitration board shall not make any decision which is inconsistent with any statute or any regulation made thereunder or the provisions of this Agreement, nor which serves to alter, modify or amend any part of this Agreement.
- (l) The arbitration board will attempt to render a decision where feasible within 30 calendar days of the completion of the hearing.

A.9.0. - INDIVIDUAL RIGHTS

- A.9.1. Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.
- A.9.2. No Teacher shall be disciplined without just cause, and such cause shall be provided to the Teacher in writing within 10 school days from the time the discipline is initiated.
- A.9.3. There shall be no discrimination against a Teacher because of a Teacher's participation in the lawful activities of the Union.

A.10.0. - AMENDMENTS

- A.10.1. Any amendments to, addition to, deletion from, or deviation from this Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall be mutually agreed upon.
- A.10.2. A party desiring to amend under A.10.1. shall give written notice to this effect. The parties shall meet within 30 days to determine if the other party will agree to negotiate the proposed amendment.

PART B – SALARY

B.1.0. - SALARY GRIDS

- B.1.1. All Teachers, other than co-ordinators and assistant co-ordinators, shall be paid in accordance with their placement on the grids (shown on the following page) as determined by B.2.0. and B.3.0.
- B.1.2. Should a Teacher's Total Salary payable before promotion exceed the Teacher's Total Salary payable at Step 0 after promotion, then the Teacher shall be placed at the next step, on the appropriate grid, up to the maximum, which will if possible result in the Total Salary payable after promotion exceeding the Total Salary payable before promotion. For salary purposes the Teacher shall be deemed to have experience equivalent to such salary step and advance each year thereafter.
- B.1.3. Notwithstanding B.1.2., the Total Salary of a Teacher shall not be reduced by a promotion to a Position of Responsibility. The effective date of the promotion shall be used in the comparison of the two salaries.

B.2.0. - PLACEMENT ON THE SALARY GRID

- B.2.1. All Teachers except those placed in Category A in accordance with the Pay Equity Plan and except co-ordinators and assistant co-ordinators shall be placed on the salary grid according to the category as determined in B.3.4. and Equivalent Teaching Experience.
- B.2.2. **Teacher Salary Grids**
See following grids

September 1, 2002 – March 31, 2003

Step	Category	Category A1	Category A2	Category A3	Category A4
0	32,440	35,070	36,701	39,695	42,508
1	34,153	36,923	38,648	42,363	44,815
2	36,142	39,072	40,893	45,182	47,560
3	38,127	41,218	43,143	47,996	50,313
4	40,389	43,664	45,678	50,964	53,507
5	42,646	46,103	48,231	53,927	56,699
6	44,180	48,548	50,771	56,892	59,889
7	46,407	50,996	53,307	59,858	63,088
8	48,630	53,439	55,852	62,821	66,277
9	50,854	55,884	58,393	65,789	69,472
10	53,079	58,328	60,932	68,758	72,664
11X	54,537				
11Y	55,412				
11Z	58,328				

April 1, 2003 – August 31, 2003

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	32,635	35,280	36,921	39,933	42,763
1	34,358	37,145	38,880	42,617	45,084
2	36,359	39,306	41,138	45,453	47,845
3	38,356	41,465	43,402	48,284	50,615
4	40,631	43,926	45,952	51,270	53,828
5	42,902	46,380	48,520	54,251	57,039
6	44,445	48,839	51,076	57,233	60,248
7	46,685	51,302	53,627	60,217	63,467
8	48,922	53,760	56,187	63,198	66,675
9	51,159	56,219	58,743	66,184	69,889
10	53,397	58,678	61,298	69,171	73,100
11X	54,864				
11Y	55,744				
11Z	58,678				

Effective September 1, 2003 – March 31, 2004

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	33,451	36,162	37,844	40,931	43,832
1	35,217	38,074	39,852	43,682	46,211
2	37,268	40,289	42,166	46,589	49,041
3	39,315	42,502	44,487	49,491	51,880
4	41,647	45,024	47,101	52,552	55,174
5	43,975	47,540	49,733	55,607	58,465
6	45,556	50,060	52,353	58,664	61,754
7	47,852	52,585	54,968	61,722	65,054
8	50,145	55,104	57,592	64,778	68,342
9	52,438	57,624	60,212	67,839	71,636
10	54,732	60,145	62,830	70,900	74,928
11X	56,236				
11Y	57,138				
11Z	60,145				

**Effective the first pay date after April 1, 2004 –
August 30, 2004**

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	33,618	36,343	38,033	41,136	44,051
1	35,393	38,264	40,051	43,900	46,442
2	37,454	40,490	42,377	46,822	49,286
3	39,512	42,715	44,709	49,738	52,139
4	41,855	45,249	47,337	52,815	55,450
5	44,195	47,778	49,982	55,885	58,757
6	45,784	50,310	52,615	58,957	62,063
7	48,091	52,848	55,243	62,031	65,379
8	50,396	55,380	57,880	65,102	68,684
9	52,700	57,912	60,513	68,178	71,994
10	55,006	60,446	63,144	71,255	75,303
11X	56,517				
11Y	57,424				
11Z	60,446				

Effective August 31, 2004

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	33,954	36,706	38,413	41,547	44,491
1	35,746	38,646	40,451	44,338	46,905
2	37,828	40,894	42,800	47,289	49,778
3	39,906	43,141	45,155	50,234	52,659
4	42,273	45,701	47,809	53,342	56,003
5	44,636	48,255	50,481	56,443	59,343
6	46,241	50,812	53,140	59,545	62,682
7	48,571	53,375	55,794	62,650	66,031
8	50,899	55,933	58,458	65,752	69,369
9	53,226	58,490	61,117	68,858	72,713
10	55,555	61,049	63,774	71,966	76,055
11X	57,081				
11Y	57,997				
11Z	61,049				

- B.2.3. The determination of Total Salary for a Teacher returning from leave shall be made in accordance with the rights and subject to the conditions with respect to Total Salary which were given or imposed as terms under which the leave was granted.
- B.2.4. A Teacher's advancement on the salary grid for the following school year for increased Teaching Experience may be withheld only for just cause and upon written notice to the Teacher prior to April 30 in the preceding school year, stating the reasons why advancement is to be withheld.

B.3.0. - CATEGORY PLACEMENT

- B.3.1. A Teacher shall submit all necessary written proof of the change in qualifications to the Director.
- (a) It shall be the responsibility of the Teacher to apply for any necessary written proof of a change in qualifications.
 - (b) The Board shall acknowledge receipt of documents submitted by the Teacher and shall advise the Teacher of the ultimate disposition of the request for change in category placement.
- B.3.2. A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that year provided that if the Teacher furnishes proof by December 15 of a change in qualifications effective the preceding September 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change

retroactive to September 1. If the Teacher furnishes proof by June 1 of a change in qualifications effective the preceding January 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1.

- B.3.3. If, prior to the dates by which proof of changed qualifications must be submitted under B.3.2. the Teacher gives written notice to the Director of an intent to furnish proof of changed qualifications as soon as it is available, such proof may be accepted at the discretion of the Director.
- B.3.4. In determining a Teacher's category for placement on the Salary Grid, the Board will be guided by the definitions set out in QECO #4 (in effect at September 1, 1990), whether or not a Teacher is eligible to receive an evaluation from QECO. Notwithstanding the use of QECO #4, no Teacher employed by a Predecessor Board on August 31, 1989 shall be paid on the basis of a lower category under QECO #4 than the category on which that Teacher's salary was based at that date, while the Teacher continues to be employed as a Teacher by the Board. No qualification may receive duplicate recognition.
- B.3.5. A Teacher's salary step in a category shall be determined by the Equivalent Teaching Experience credited to the Teacher.
- B.3.6. Notwithstanding any other provision in this Agreement, a Teacher who was employed by the Board or by a Predecessor Board who continues to be employed by the Board who was advanced on the salary scale by reason of credit for early advancement

under a previous agreement shall not lose the continued benefit of such early advancement under this Agreement.

B.3.7. Effective September 1, 1991 a Teacher who becomes a Teacher with the Board during the same school year in which the Teacher taught as a long term Occasional Teacher immediately prior to becoming a Teacher shall be given credit for Teaching Experience from the initial day of the long term occasional assignment.

B.3.8. Notwithstanding any other provisions in this Agreement, for Teachers employed by a Predecessor Board during the 1970-71 school year who continue to be employed as Teachers by the Board, Related Experience for which a Teacher has been given credit by advancement on the salary grid shall be deemed to be equivalent to Teaching Experience for salary purposes.

**B.4.0. - SALARY GRIDS
- POSITIONS OF RESPONSIBILITY**

B.4.1. Co-ordinators and assistant co-ordinators shall be paid in accordance with their placement on the following grid:

September 1, 2002 to March 31, 2003:

Step	12 Month		10 Month	
	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	86,756	80,932	78,564	75,022
1	89,112	83,288	80,931	77,379
2	91,476	85,647	83,288	79,745
3	93,832	89,007	85,647	82,108

April 1, 2003 to August 31, 2003:

Step	12 Month		10 Month	
	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	87,277	81,418	79,035	75,472
1	89,647	83,788	81,417	77,843
2	92,025	86,161	83,788	80,223
3	94,395	88,535	86,161	82,601

Effective September 1, 2003 to March 31, 2004:

Step	12 Month		10 Month	
	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	89,459	83,453	81,011	77,359
1	91,188	85,883	83,452	79,789
2	94,326	88,315	85,883	82,229
3	96,755	90,748	88,315	84,666

**Effective the first pay date after
April 1, 2004 to August 30, 2004:**

	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	89,906	83,870	81,416	77,746
1	92,347	86,312	83,869	80,188
2	94,798	88,757	86,312	82,640
3	97,239	91,202	88,757	85,089

Effective August 31, 2004:

	12 Month		10 Month	
Step	Co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0	90,803	84,707	82,229	78,522
1	93,269	87,173	84,706	80,988
2	95,744	89,643	87,173	83,465
3	98,209	92,112	89,643	85,938

**B.5.0. - ALLOWANCES FOR POSITIONS
OF RESPONSIBILITY**

- B.5.1. The allowance to be paid to a consultant or an instructional leader shall be \$4,546 per year.
- B.5.2. Other allowances for responsibility to be paid to Teachers appointed to positions of responsibility other than those set out in this Part shall be paid as set out in

Appendix B-1.

**B.6.0. - ALLOWANCE FOR
POST-GRADUATE DEGREES**

B.6.1. Post-graduate degree allowances will continue to be grandparented.

B.7.0. - SPECIAL EDUCATION ALLOWANCES

B.7.1. A Teacher who is teaching special education and who has a specialist certificate in special education obtained from the Ministry of Education and Training for Ontario shall receive the Special Education Allowance, provided that the Teacher has not used any course or part of a course undertaken as a part of the specialist qualification to effect a category change.

B.7.2. A Special Education Allowance shall be payable pursuant to B.7.1. The amount of this allowance shall be \$1,331 per year.

B.7.3. Notwithstanding B.7.1. and in recognition of certain exceptions established in previous collective agreements, a Teacher who was in receipt of a Special Education Allowance during the 1983-84 school year by virtue of a previous collective agreement shall continue to receive that allowance unless the Teacher should cease to teach special education or has resubmitted qualifications in order to improve the Teacher's category or to qualify for other allowances.

B.8.0. - OTHER ALLOWANCES

B.8.1. Upon request the Board will complete

T2200 forms submitted to it by a Teacher who is in receipt of a travel and/or expense allowance paid by the Board.

- B.8.2. A Teacher shall be reimbursed for school related expenses on presentation of suitable proof of expenditure for which prior authorization had been obtained.
- B.8.3. Any other allowances shall be paid only in accordance with Board policy.

**B.9.0. - HOLIDAY AND VACATION FOR
12 MONTH CO-ORDINATORS/
ASSISTANT CO-ORDINATORS**

- B.9.1. Effective September 1, 2000, twelve month co-ordinators shall be entitled to a total of 30 working days of vacation during their twelve month working year. Vacation days shall be scheduled in consultation with the appropriate Superintendent or designate.

B.10.0. - CALCULATION OF A DAY'S SALARY

- B.10.1. For purposes of calculating a day's salary under this Agreement, the amount shall be equal to:

$$\frac{1}{\text{the number of school days in that school year}} \times \text{the Teacher's Total Salary in that school year}$$

B.11.0. - METHOD OF PAYMENT

- B.11.1. The method of payment shall be determined by the Board in consultation with the

Bargaining Unit. The Bargaining Unit will be notified three months prior to the implementation of the planned change.

**B.12.0. - RECOVERY OF OVERPAYMENT/
UNDERPAYMENT**

- B.12.1. Only in the case of fraud or misrepresentation shall any overpayment or underpayment on qualifications incurred in the prior year be recoverable or payable. Notwithstanding the foregoing, in the case of a dispute in effect during the prior school year a recovery may be required for the period of the current school year.

B.13.0. - UNION DEDUCTIONS

- B.13.1. The Board shall deduct from each Teacher's pay and from each Continuing Education Teacher's pay the regular union dues pursuant to the Labour Relations Act.
- B.13.2. The amount of union dues shall be remitted monthly to the General Secretary at E.T.F.O. Toronto, Station F, P.O. Box 1100, Toronto, Ontario, M4Y 2T7. The payment shall be accompanied by a dues submission list.
- B.13.3. Upon request, and upon submission of proof to the Board that the E.T.T. is authorized by its constitution to collect a local levy from its members, the Board will deduct from the pay of each Teacher a levy, the amount of which shall be determined by the E.T.T. The Board shall remit all monies so deducted to the E.T.T. by the 20th of the month following the month in which the deductions were made. The Board shall

deduct for active Teachers with earnings in the pay periods where the levy applies. The Board will not be responsible for any arrears.

- B.13.4. The Union shall indemnify and shall save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union.

Appendix B-1

**ALLOWANCES FOR POSITIONS OF RESPONSIBILITY
(PURSUANT TO B.5.2.)**

EAST YORK Nil

ETOBICOKE Nil

NORTH YORK

A responsibility allowance shall be paid to each Program Leader appointed prior to 1974. The amount of this allowance shall be \$4,546 per year.

A responsibility allowance shall be paid to each Program Leader appointed in 1974 or thereafter. The amount of this allowance shall be \$4,032 per year.

SCARBOROUGH Nil

TORONTO

1. Reading Clinician's Allowance

- (a) The amount of this allowance shall be \$4,546 per year.
- (b) The title "Reading Clinician" shall include any Teacher in charge of a reading clinic, including:
 - (i) Reading Clinicians appointed in

accordance with the policy adopted by the Board on June 30, 1977 (as given in the Board Minutes, P. 604).

- (ii) Teachers in charge of reading clinics paid as vice-principals in accordance with B.4.1., and
- (iii) Teachers in charge of reading clinics paid as principals in accordance with B.4.1.
- (c) The salary for Teachers appointed to the position of Reading Clinician after June 30, 1977 shall be their Grid Salary plus the responsibility allowance set out in (a) above.
- (d) Teachers appointed to the position of Reading Clinician prior to June 30, 1977 shall continue to receive their present salary provided they continue as Reading Clinicians, and
- (e) All future reference to Reading Clinicians shall be understood to incorporate items (i), (ii) and (iii).

2. **Program Co-ordinators - Special Education**

- (a) The amount of this allowance shall be \$1,406 per year.
- (b) The title "Program Co-ordinator - Special Education" shall include the following:

- *Program Co-ordinator
 - SP (Speech)

- *Program Co-ordinator
 - SP (Hearing)
 - Itinerant

- *Program Co-ordinator
 - SP (Hospital and Institutional)
 - Hospital for Sick Children

*Appointments made on an annual basis,
subject to reappointment each school year.

3. **New Positions**

The Board may establish new positions for Teachers, other than those specified in this Agreement; determine the terms and conditions of employment for such positions subject to the terms and conditions of this Agreement; and establish the appropriate Total Salary for any such position, provided this is comparable with the Total Salary for similar positions specified under this Agreement.

YORK

Nil

PART C - EMPLOYEE BENEFITS

C.1.0. - MISCELLANEOUS LEAVES

- C.1.1. Application for miscellaneous leave shall be made to the Director or designate. The Teacher shall notify the principal of the application at the time it is made and whenever possible shall make the application at least five school days prior to the day for which the leave is requested.
- C.1.2. Miscellaneous leaves without loss of salary and with deduction from Sick Leave Credits.
- (a) Miscellaneous leave up to a maximum of five days in any one year may be granted by the Director to a Teacher in a school year of ten months, and six days to a Teacher employed on a 12 month basis, without loss of salary but with deduction of Sick Leave Credits for the purpose of:
 - (i) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,
 - (ii) attending the graduation of a Spouse, child, parent, or grandchild, from a recognized post secondary institution,
 - (iii) attending a festival of the arts in which the Teacher is a participant,
 - (iv) attending trustee or other relevant conventions when the Teacher is a school trustee in another

municipality or is a member of a municipal council or local board thereof,

- (v) participating in or coaching at tournaments or athletic events related to international events, or to finals of provincial or national competition approved by the Board,
- (vi) moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Director or the Director's designate, limited to once during the school year,
- (vii) caring for a member of the Teacher's immediate family in a case of serious illness when the Teacher has been unable to obtain other proper care for such member,
- (viii) attending the funeral of a close relative or friend,
- (ix) attending as President or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,
- (x) observing religious holy days,
- (xi) when adoption leave is not taken and circumstances require the Teacher to be present during the adoption procedure,

- (xii) under special circumstances for reasons approved by the Director.
- (b) Two of the days under C.1.2.(a) above may be granted for reasons other than those listed in C.1.2.(a)(i) to (xiii) on the agreement of the Teacher and the principal.

C.1.3. Miscellaneous leaves without loss of salary and without deduction from Sick Leave Credits.

- (a) Miscellaneous leave, other than that limited to five or six days in C.1.2.(a), may be granted by the Director without loss of salary and without deduction of Sick Leave Credits for the purpose of:
 - (i) writing university or similar examinations,
 - (ii) attending the Teacher's own graduation,
 - (iii) participating in programs for exchange teachers,
 - (iv) participating on approved curriculum committees or attending approved workshops and/or conferences,
 - (v) attending court, either as a person charged or as a party in any action in which the Teacher's presence is required, or
 - (vi) One of the days under C.1.3.(a) shall be granted for one day on the day of the birth for attending the birth of a child

for whom the Teacher has a parenting responsibility.

(vii) under special circumstances for reasons approved by the Director.

(b) Leave shall be granted by the Director or designate, without loss of salary and without deduction of Sick Leave Credits for up to three days compassionate leave at the time of the death of a member of the Teacher's immediate family, which includes a parent, parent-in-law, Spouse, child, sibling, grandparent, guardian and grandchild. Additional days may be granted by the Director or designate, when required for travelling time or other special circumstances.

C.1.4. A Teacher's salary shall be paid without deduction from Sick Leave Credits when the Teacher is absent from duty for any of the following reasons:

(a) quarantine or other order of medical health authorities,

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

(c) attending the hearing of an arbitration of a grievance pursuant to an Agreement to which the Teacher is a party, when the Teacher's presence is

required by the arbitration board.

C.2.0. - PREGNANCY, PARENTAL AND EXTENDED PARENTAL LEAVES

General Provisions

- C.2.1. The Board will grant Pregnancy Leaves and Parental Leaves in accordance with the requirements of the Employment Standards Act. (see Appendix C-1).
- C.2.2. Prior to submitting an application for Pregnancy or Parental Leave under C.2.0. the Teacher will inform the Teacher's principal of the dates on which these leaves are to begin and end. Dates for Extended Parental Leave must conform with C.2.11., C.2.13. and C.2.14.
- C.2.3. A Teacher on Pregnancy Leave and/or Parental Leave shall continue to participate in the insured employee benefit plans unless the Teacher elects in writing not to do so; and,
 - (a) where the Teacher continues to participate in these plans, the Board shall continue to pay the Board's share of the premium during the leave(s).
- C.2.4. A Teacher on Extended Parental Leave may continue the Teacher's insured employee benefit plans in accordance with C.7.2. and the Teacher shall pay the Board's share and the Teacher's share of the premium during the leave.
- C.2.5. A Teacher, upon return from leave under C.2.0., shall be granted credit for Teaching Experience for that period.

- C.2.6. A Teacher returning from a Pregnancy Leave and/or Parental Leave will be reassigned, where possible, to the school or department from which the Teacher went on Pregnancy Leave and/or Parental Leave, but the Teacher's final placement shall be subject to the surplus procedures.

Pregnancy Leave

- C.2.7. Notwithstanding the employment eligibility requirement respecting pregnancy leave set out in the Employment Standards Act, the Board may grant a Pregnancy Leave, as otherwise set out in that Act, to a Teacher who is pregnant.

- C.2.8. A Teacher shall not work and the Board shall not cause or permit the Teacher to work until at least six weeks after the date of delivery or such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

Parental Leave

- C.2.9. Notwithstanding the employment eligibility requirement set in the Employment Standards Act, the Board may grant Parental Leave, as otherwise set out in that Act, to a Teacher who satisfies the definition of being a parent as set out in that Act.

Extended Parental Leave

- C.2.10. A Teacher eligible for Parental Leave under C.2.0. may apply for Extended Parental leave.
- C.2.11. An Extended Parental Leave shall end:
- (a) on December 31,

- (b) the final day of the March Break,
- (c) after the last school day in June but before the first school day in September, or
- (d) an alternate date approved by the Director for the Teacher.

C.2.12. Application for Extended Parental Leave must be made at the same time as a Teacher applies for Parental Leave or not later than 30 days before the Extended Parental Leave is to begin.

C.2.13. If a Teacher is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on leave, application for Extended Parental Leave must be made at least 30 days prior to the date that the Extended Parental Leave is to begin. Such Extended Parental Leave shall begin only on the first school day following the period of leave.

C.2.14. Except as set out under C.2.13., the Extended Parental Leave of a Teacher shall begin immediately following the end of that Teacher's Parental Leave.

C.2.15. Subject to C.2.11.(d), the sum of a Pregnancy Leave, a Parental Leave and an Extended Parental Leave shall not exceed 24 calendar months for a pregnancy.

Supplemental Employment Benefits (SEB) Plan

C.2.16. The Supplemental Employment Benefits Plan hereinafter referred to as the SEB Plan means the Plan set out in Appendix C-2.

- C.2.17. A Teacher who has been granted:
- (a) Pregnancy Leave and who is eligible to receive unemployment insurance maternity benefits, or
 - (b) Parental Leave for the purposes of adoption and who is eligible to receive unemployment insurance parental benefits,
- and who complies with the requirements of the SEB Plan shall be compensated in accordance with the SEB Plan for the two week waiting period.
- C.2.18. Except for 12 Month Co-ordinators/ Assistant Co-ordinators, no supplemental benefit otherwise payable in accordance with the SEB Plan shall be paid for any week which falls after the last school day in June and before the first school day in September.

C.3.0. - SPECIAL TRAINING ASSIGNMENTS

- C.3.1. Subject to mutually acceptable contractual arrangements, the Board may send Teachers on assignments as the needs of the Board dictate.
- C.3.2. The criteria for selection shall be at the discretion of the Board.
- C.3.3. A Teacher who accepts a special training assignment shall, before going to that assignment, execute an agreement with the Board to remain in the employ of the Board for such periods as stipulated below:
- (a) for special training assignments of one to three months the Teacher shall

contract to remain with the Board for two years full time (or equivalent if the Teacher so requests and the Board is able to accommodate such a request) following the Teacher's return;

- (b) for special training assignments of four to six months the Teacher shall contract to remain in the employ of the Board for three years full time (or equivalent if the Teacher so requests and the Board is able to accommodate such a request) following the Teacher's return; and
- (c) for special training assignments greater than six months the Teacher shall contract to remain in the employ of the Board for four years (or equivalent if the Teacher so requests and the Board is able to accommodate such a request) following the Teacher's return.

C.4.0. - SPECIAL LEAVE OF ABSENCE - FOUR OVER FIVE PLAN

- C.4.1. A Teacher may apply for a special leave of absence without stated purpose on the following conditions:
 - (a) the Teacher agrees to forego 20% of the Teacher's Total Salary for each year the agreement is in force but shall be paid 80% of the Teacher's Total Salary in each of the five years of the plan including the leave year,
 - (b) for an agreement under C.4.1. the leave of absence shall take place in the fifth year of the five year agreement.
 - (i) notwithstanding C.4.1.(b) in

special circumstances the Director may approve leave under C.4.2. which provides for a leave of absence to be taken in other than the fifth year of the five year agreement.

- (c) the Teacher must make written application to participate in the plan on or before March 15, and
- (d) the Teacher will be notified as soon as possible whether the Teacher has been accepted in the plan.

C.4.2. A Teacher who is granted such leave shall enter into an agreement with the Board on the terms and conditions set out in the form of agreement in Appendix C-3.

C.4.3. The Board, after consultation with the Union, shall set quotas in regard to the maximum number of leaves in C.4.0. which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Teachers and the program needs of the Board.

C.5.0. - LEAVES OF ABSENCE WITHOUT PAY

C.5.1. A leave of absence without pay for a period of one year or less may be granted by the Board to a Teacher on the recommendation of the Director.

C.5.2. A Teacher shall apply in writing to the Director for a leave of absence without pay giving reasons regarding the purpose of the proposed leave, and shall apply not later than October 15 for leave beginning January 1 and not later than April 15 for leave beginning September 1, unless other

mutually acceptable dates are arranged.

- C.5.3. Teacher on a leave of absence without pay shall notify the Board in writing by personal delivery, or by registered mail, by April 15 that the Teacher intends to return to work at the conclusion of the leave the following September; and by November 15 that the Teacher intends to return to work at the conclusion of the leave the following January. If such notice has been given, the Teacher shall be eligible to apply for a posted position.
- C.5.4. A Teacher on leave of absence without pay shall, upon request, be provided with such information as will enable the Teacher to pay full premiums for employee benefits outlined in C.11.0. so as to ensure uninterrupted employee benefits for the period of the leave.
- C.5.5. In leaves such as those for C.U.S.O or C.I.D.A, the Board may grant leave for a period longer than one year.
- C.5.6. The Board may on written request by a Permanent Teacher, grant a leave of absence without pay to the Teacher for the purposes of campaigning for or serving as a member of Legislative Assembly of Ontario, the House of Commons or the local council of a municipality.
- C.5.7. Notwithstanding C.7.0, for the sole purpose of calculating seniority, a Teacher who has been granted a Leave of Absence Without Pay shall have the duration of such leave, up to and including August 31, counted for seniority purposes.

**C.6.0. - LEAVES OF ABSENCE FOR
FEDERATION BUSINESS**

- C.6.1. The minimum period of leave under C.6.2 and/or C.6.3. shall be one school year or the period September 1 through December 31 and, whenever possible, the E.T.T. shall notify the Board of the names of the Teachers to receive such leave by May 31 preceding the school year in which the leave is to be taken.
- C.6.2. The President of the E.T.T. shall, providing the President is a Teacher, be entitled to a leave of absence with pay and employee benefits for the duration of the President's term of office without loss of Sick Leave Credits. Such Teacher shall be entitled to 100% credit for Teaching Experience during the period of such leave and to the employee benefits to which the Teacher is entitled under this Agreement provided the E.T.T. reimburses the Board for the total employment costs for the Teacher.
- (a) Subject to the same conditions, a leave of absence with pay and employee benefits and without loss of credit for Teaching Experience shall be granted at the request of the E.T.T. to another Teacher, or other Teachers in place of all or part of the full-time equivalent leave provided for the E.T.T. President.
- C.6.3. Additional leaves shall be granted, with pay and employee benefits and without loss of credit for Teaching Experience, to other officers of the E.T.T. or the Union on a full or part-time basis, to carry out Federation business provided that the E.T.T. or the Union reimburses the Board for total employment costs for the Teacher(s).

- C.6.4. Members of the E.T.T. who are members of committees established under this Agreement or such other committees as established by the Board shall be excused from teaching duties when meetings of these committees are convened during school hours.
- C.6.5. At the request of the Union the Board may excuse additional members of the Union for federation business provided that this does not interfere with the reasonable requirements of the school program, that occasional teachers are available for replacement and that the Union reimburses the Board with respect to the actual costs incurred in replacing any Teacher excused for these purposes.

C.7.0. - LEAVES GENERAL

- C.7.1. A Teacher granted leave under C.3.0., C.4.0. or C.6.0. shall be entitled to full credit for Teaching Experience for salary and seniority purposes for the duration of the leave and, upon return, shall be reinstated in a position which is at least equivalent to that held at the commencement of the leave.
- C.7.2. Prior to going on leave a Teacher is responsible for:
- (a) securing information respecting credit for experience toward the Teachers' Pension Plan and regarding Teachers' Pension Plan payments when on leave; and
 - (b) making arrangements with the Board to continue any payments that may be continued through the Board when

absent on leave for any reason, such arrangements shall not include payment to the Board of any Ontario College of Teachers' fee that, but for the leave, would be collected by the Board under D.14.2.; and

(c) the Board, upon the Teacher's request, shall provide written confirmation of the arrangements made under (b).

C.7.3. (a) During a leave, a Teacher shall remain assigned to the school from which the Teacher went on leave;

(b) Notwithstanding C.7.3.(a), a Teacher on leave shall be subject to the staffing and surplus procedures of the Board.

C.8.0. - SICK LEAVE

C.8.1. The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the sick leave credit and gratuity plan under this Agreement hereinafter referred to as the Plan.

C.8.2. The Director shall be responsible for keeping an account of accumulated Sick Leave Credits and deductions therefrom.

C.8.3. Sick Leave Credits shall be recorded in the Teacher's sick leave account, hereinafter referred to in this Plan as the Teacher's account, in such a way as to indicate whether they are for a full day's salary or a part day's salary as calculated in B.10.0.

C.8.4. The Teacher's Sick Leave Credits shall be accumulated in the Teacher's account from year to year.

- C.8.5. There shall be placed in the Teacher's account at the date of the commencement of this Agreement the number of Sick Leave Credits equal to the unused Sick Leave Credits held by the Teacher to that date under the provisions of any plan or agreement of the Board existing immediately prior to commencement of this Agreement.
- C.8.6. Where a person becomes a Teacher and that person is or was an employee of a board (as defined in the Education Act), or a Municipality or local board thereof (as defined in the Municipal Affairs Act) the Board shall, in accordance with the Education Act, place to the credit of the Teacher any sick leave credits standing to the credit of such person with such board, Municipality or local board, provided that the number of Credits so placed shall not exceed the number of Credits that would have been accumulated at the rate set out under this Agreement.
- C.8.7. On September 1 of each school year, there shall be placed in the Teacher's account where the Teacher is on a working year of ten months, 20 Sick Leave Credits and in the Teacher's account where the Teacher is on a working year of 12 months, 24 Sick Leave Credits.
- C.8.8. At the beginning of a Teacher's employment commencing after September 1 of the school year, there shall be placed in the Teacher's account the number of Sick Leave Credits equal to that fraction of the total number of Sick Leave Credits for that working year that the working time remaining in that working year bears to the total working time.

- C.8.9. A Teacher absent on leave of any kind, other than on sick leave under this plan, shall not be entitled to Sick Leave Credits during the leave period.
- C.8.10. A Teacher absent from duty for reasons other than personal illness or injury shall not accumulate Sick Leave Credits during such absence unless specially agreed upon.
- C.8.11. Where a Teacher ceases to be employed by the Board,
 - (a) the number of Sick Leave Credits in the Teacher's account shall be reduced by two Sick Leave Credits for each month or part of a month remaining in the working year of such Teacher;
 - (b) if a Teacher receives a gratuity or other allowance calculated in relation to or on the basis of the Sick Leave Credits in the Teacher's account the Sick Leave Credits standing to the Teacher's credit shall be reduced by the number of days used in calculating the gratuity.
- C.8.12. In the event of re-employment of a Teacher, the Director shall reinstate the Sick Leave Credits standing to the credit of that Teacher on resignation unless such reinstatement is specifically prohibited by statute.
- C.8.13. A Teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and a second time under this Agreement.
- C.8.14. A Teacher's absence for illness or injury for a period of:
 - (a) five consecutive school days or less

may be certified by the school principal or by the official of the Board in charge of the appropriate department;

- (b) over five consecutive school days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be exemption at the discretion of the Director;
- (c) over 20 consecutive school days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under this Agreement.

C.8.15. The Board will, when implementing C.8.14.(c), advise the Teacher in writing of any medical certificates required to ensure continuance of sick leave pay.

C.8.16. As soon as possible, a Teacher who is absent from duty due to illness, injury or dental condition shall notify the Board of the date at which the Teacher plans to return to duty.

C.8.17. Should the Teacher have obtained a certificate indicating that the Teacher is medically fit to resume duty, the Teacher shall so notify the Board.

C.8.18. Should the Board require the Teacher to be examined by a medical practitioner or licentiate of dental surgery appointed by the Board prior to the Teacher's return to duty, the Board shall so notify the Teacher.

- C.8.19. Whenever possible, the Board shall arrange for any such examination(s) within two days of the day the Teacher notified the Board of the date the Teacher plans to return to duty.
- C.8.20. Should the Board be unable to arrange for any such examination(s) within the two days indicated above, and
- (a) should the Teacher have already obtained a medical certificate indicating he/she is fit to return to duty, and
 - (b) should the medical practitioner or licentiate of dental surgery appointed by the Board subsequently certify that the Teacher is fit to return to duty, the Teacher shall not be deducted Sick Leave Credits beyond the end of the two days indicated above.
- C.8.21. The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense provided that the Teacher may choose a medical practitioner or licentiate of dental surgery to be present at the examination. Upon request a Teacher shall be given a copy of the certificate submitted in accordance with the above.
- C.8.22. Subject to the provisions of this Agreement respecting an award made by the Workplace Safety and Insurance Board,
- (a) a Sick Leave Credit shall be deducted from the Teacher's account for each day of absence due to illness or a dental condition for which the Teacher's salary is paid, and no salary payments shall be made to the Teacher for absence due to illness or dental

condition beyond the number of Sick Leave Credits in the Teacher's account except pursuant to the resolution of the Board, and

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

C.8.23. When a Teacher is absent by reason of incapacity because of an accident or other condition occurring while on duty and an award is made by the Workplace Safety and Insurance Board,

- (a) the Teacher shall be entitled to payment of an amount equal to the difference between the Teacher's daily Total Salary and the amount of such award for a period up to 40 teaching days without deduction of Sick Leave Credits from the Teacher's account,
- (b) if the incapacity continues for a period beyond 40 teaching days, the Board will continue to pay the Teacher's Total Salary with deduction of Sick Leave Credits from the Teacher's account. There shall be no deduction of Sick Leave Credits from the Teacher's account for payments made by the Workplace Safety and Insurance Board but such absence from duty shall result in deduction of Sick Leave Credits calculated as follows:
 - (i) calculate the daily Total Salary of the injured Teacher and the daily

award of the Workplace Safety and Insurance Board,

- (ii) express the difference between the daily Total Salary and Workplace Safety and Insurance Board's daily award as a ratio (to five decimal points) of the daily Total Salary,
 - (iii) calculate the Sick Leave Credits to be deducted by multiplying the resulting ratio as calculated in (ii) above by the number of days absent from work in excess of 40 and charge these days against the Sick Leave Credits in the Teacher's account. (Deductions to be made to the nearest one half day),
- (c) in the event that the injured Teacher exhausts the Sick Leave Credits in the Teacher's account the Board will continue to pay the Total Salary as in C.8.23.(b) for a period up to one year from the date of the Workplace Safety and Insurance Board award,
- (d) the injured Teacher shall not receive or accumulate Sick Leave Credits while absent from work and receiving benefits under the terms of this clause. In the event that the Teacher returns to work before the end of the school year, Sick Leave Credits will be allocated on a pro rata monthly basis from the date of return to work before the end of the school year (i.e. two Sick Leave Credits per month),
- (e) in the event that a Teacher is required

to cease work because of the recurrence of the incapacity caused by the original injury or condition and benefits are again paid by the Workplace Safety and Insurance Board, the Board shall pay the Teacher for up to the balance of the one year granted in accordance with the procedure outlined above.

C.8.24. Nothing herein precludes a Teacher from receiving sick leave pay if absent because of complications arising out of her pregnancy or post delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.

C.8.25. The Board shall not terminate the employment of a Teacher because the Teacher has exhausted the accumulated Sick Leave Credits and is absent due to illness or injury and is in receipt of benefits from the Workplace Safety and Insurance Board or long term disability insurance benefits provided under a long term disability plan provided by the E.T.T. This Teacher shall be deemed to be on a leave of absence without pay after the expiration of the benefits noted in this Agreement.

C.9.0. - SICK LEAVE CREDIT GRATUITY

C.9.1. A Sick Leave Credit gratuity shall be paid:

- (a) to a Teacher who retires on or after January 1, 1970 and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of the Board or Teacher's superannuation plan

recognized by the Board whether or not the Teacher elects to receive such payment commencing on retirement or the Teacher elects to defer the commencement of such payment;

- (b) to a Teacher who becomes totally and permanently disabled from performing the duties of the Teacher's employment with the Board;
- (c) as a death benefit to a named beneficiary or to the estate of a Teacher who dies while in the employ of the Board.

C.9.2. The Sick Leave Credit gratuity to be paid shall be equal to 2% of the Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Board and any Predecessor Boards, less any monies which the Teacher received as a service gratuity plus accrued interest at 6% compounded semi-annually from the date of payment of the gratuity, provided that the amount of the Sick Leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's per diem rate multiplied by half the Sick Leave Credits accumulated in the Teacher's account and provided as well that the amount of such payment shall not exceed the statutory limit of one half year's earnings.

C.9.3. For the purpose of calculating the amount of Sick Leave Credit gratuity only Sick Leave Credits earned by the Teacher during employment with the Board and any Predecessor Boards shall be taken into account; Sick Leave Credits accumulated from other employment will be used first in

the case of illness but will not be used in the calculation of the gratuity.

**C.10.0. - NORTH YORK AND TORONTO
SERVICE GRATUITIES**

- C.10.1. The service gratuity plans in force in North York and Toronto during the school year 1969-70 will remain in force for all Teachers who were under Contract with either of the above Predecessor Boards for the school year 1969-70 and who continued under Contract with such Predecessor Board and who have continued to be employed as Teachers with the Board to the effective date of this Agreement.

C.11.0. - INSURED EMPLOYEE BENEFITS

C.11.1. Insured Health Care

(a) Extended Health Care Benefits

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

- (i) hearing aid benefits to a maximum of \$400 per person,
- (ii) eyeglasses (including contact lenses) benefits to a maximum of \$200 per person for a two year period, and
- (iii) health coverage while outside Canada.

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

(b) **Semi-Private Hospital Care Benefits**

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

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

(c) **Dental Health Care Plan**

The Board shall provide a Dental Health Care Plan for eligible Teachers that shall continue the level of benefits in effect during the 2001-2002 school year.

Effective September 1, 2003, the benefits will be based upon the 1999 Ontario Dental Association Schedule of Fees for General Practitioners.

- (i) The Dental Health Care Plan for Teachers shall include the following provisions:

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

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

An orthodontic rider, reimbursed at a level of 50%, with an annual maximum of

\$1,000 per person and a lifetime maximum of \$2,000 per person.

- (ii) The Board shall pay ninety-four per cent of the premium cost of the Dental Health Care Plan for Teachers who elect upon completion of the necessary enrolment forms to participate in the plan.
- (iii) The Board shall provide the appropriate payroll deductions for the Teacher's share of the Dental Health Care Plan premium.

C.11.2. Life Insurance

(a) Group Life Insurance Plan

- (i) The Board shall provide a Group Life Insurance Plan for Teachers with a maximum option of \$200,000 coverage.
- (ii) One hundred per cent of the premium cost of the first \$35,000 coverage shall be paid by the Board. One hundred per cent of the premium cost for a specific level of insurance over the basic \$35,000 coverage shall be paid by the Teacher.
- (iii) The Board shall provide the appropriate payroll deductions for the cost of the specific level of insurance over the basic \$35,000 coverage opted for by the Teacher.
- (iv) Options of \$35,000, \$40,000,

\$60,000, \$80,000, \$100,000, \$120,000, \$140,000, \$160,000, 180,000 and \$200,000 coverage shall be made available to Teachers.

(b) Joint Management Committee

- (i) A joint Management Committee shall be responsible for operating the Group Life Insurance Plan. The Board, the E.T.T. and the secondary teacher bargaining agent shall be represented on this committee. The number of voting representatives of the E.T.T. shall continue to comprise 50% of the number of Board representatives. The number of voting representatives of the secondary teacher bargaining agent shall also continue to comprise 50% of the number of Board representatives. The committee shall be chaired by another person appointed by the Board. Such chairperson shall be non-voting.
- (ii) The E.T.T. shall appoint two representatives to the Joint Management Committee for a two-year period and the names of such representatives shall be forwarded to the chairperson of the Joint Management Committee no later than November 1.
- (iii) Summaries of discussion of each meeting of the Committee shall be forwarded by the chairperson to each member of the Committee and to the E.T.T.

C.11.3. **Change of Carrier**

The Board may change the carrier of any employee benefits plan upon 60 days notice to the Union, of any possible changes, provided that any benefits provided by such other carrier are at least equivalent to the current benefits.

The Union will be notified as soon as reasonably possible of any proposed change in premium if any portion of the premium is being paid by the Teacher.

C.11.4. In the event that the Union arranges an additional insured benefit, the Board shall provide the appropriate payroll deduction of the Teacher's premiums.

C.11.5. **Employment Insurance Commission Rebate**

Under a previous collective agreement, in consideration of the continuation of an improved employee benefit package, the Union, on behalf of the Teachers, released the Board from the obligation they might otherwise have had to pay to Teachers any Employment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall continue to be used by the Board to defray part of their increased cost of benefits.

C.11.6. **Part-time Teachers**

All Part-time Teachers shall be entitled to the insured employee benefits which are available to Teachers who teach full-time.

The portion of premium cost for insured employee benefits to be paid by the Board

for a Part-time Teacher shall be determined as follows:

$$\frac{\text{Part-time salary}}{\text{Full-time salary}} \times \text{Board share of premium cost for full-time Teacher's insured employee benefits}$$

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

C.11.7. Provision for Retired Teachers

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

C.11.8. Provision for the Spouse of a Deceased Teacher

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

- C.11.9. The method of payment of premium cost shall be by electronic funds transfer on a monthly basis.

C.12.0. - PROFESSIONAL DEVELOPMENT FUND

- C.12.1. The Board shall establish a professional development fund for Teachers following consultation with the Union.
- C.12.2. The Elementary Concerns Committee may make recommendations to the Board regarding the allocation of funds in C.12.1.
- C.12.3. There shall be one professional development day during the school year on a date to be determined by the Board. The priority activities for this day shall be determined by the Union subject to confirmation by the appropriate Superintendent that the activities are in accordance with the program priorities of the Board.

Appendix C-1

PREGNANCY AND PARENTAL LEAVE

Excerpt from the Employment Standards Act.

Definitions

45. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; ("père ou mère")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de même sexe")

"spouse" means,

(a) a spouse as defined in section 1 of the Family Law Act, or

(b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint")

Pregnancy Leave

46 (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment.

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth.

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage.

(4) An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

(5) An employee who has given notice to begin pregnancy leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

(6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

(a) written notice of the day the pregnancy leave began or is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,

(i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,

(ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.
- (2) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave.
- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.
- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Parental leave

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following

the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

(2) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time.

(3) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time.

(4) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin.

(5) An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

(6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

(a) the employee's parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

49. (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise.

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave.

- (3) An employee who has given notice to end his or her parental leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.
- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.
- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

Rights during leave

- 51.(1) During any leave under this Part, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) Subsection (1) applies with respect to pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any prescribed type of benefit plan.
- (3) During an employee's leave under this Part, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
52. (1) The period of an employee's leave under this Part shall be included in calculating any of the following for the purpose of determining his or her rights under an employment contract:

1. The length of his or her of employment, whether or not it is active employment.

2. The length of the employee's service whether or not that service is active.

3. The employee's seniority.

(2) The period of an employee's leave shall not be included in determining whether he or she has completed a probationary period under an employment contract.

Reinstatement

53. (1) Upon the conclusion of an employee's leave under this Part, the employer shall reinstate the employee to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) Subsection (1) does not apply if the employment of the employee is ended solely for reasons unrelated to the leave.

(3) The employer shall pay a reinstated employee at a rate that is equal to the greater of,

(a) the rate that the employee most recently earned with the employer; and

(b) the rate that the employee would be earning had he or she worked throughout the leave.

Appendix C-2

SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN

1. The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by Teachers from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
2. Only Teachers as defined in accordance with A.3.1.(l) and (o) of the Agreement to which Appendix C-2 is appended are covered by this Plan.
3. The other requirements for receipt of a SEB are:
 - (a) the Teacher must apply for and be in receipt of E.I. pregnancy or adoption benefits from the Human Resources Development Canada;
 - (b) an application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide proof that the Teacher is in receipt of E.I. benefits indicating the weekly amount to be paid by the Human Resources Development Canada;
 - (c) the Teacher shall sign an agreement with the Board indicating:
 - (i) that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's employment) after returning from the Teacher's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under this Agreement); and

- (ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SEB Plan.
- 4. A Teacher must have applied for and be in receipt of E.I. benefits before a SEB becomes payable.
- 5. A Teacher who is not in receipt of E.I. benefits shall not be eligible for a SEB, except if the reason for non-receipt is that the Teacher is serving the two-week waiting period. A SEB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E.I. benefits.
- 6. A Teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- 7. The benefit levels paid under this Plan are set out in (8) and (9) below. It is understood that consistent with current employment insurance regulations:
 - (a) in any week, the total amount of the SEB, E.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings, and
 - (b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
- 8. For the two week waiting period before E.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by the Human Resources Development Canada.

9. For up to 15 weeks following the two week waiting period under (8) above the benefit level paid under this plan shall be \$75 per week providing the Teacher remains in receipt of E.I. benefits as set out under (5) above.
 - (a) Notwithstanding 3(a) the benefits of (9) may be shared between the mother, where the mother is a Teacher and another Teacher who has a right to parental leave in respect of the child under the Employment Standards Act.
10. This SEB Plan, made in accordance with current employment insurance regulations, shall continue until August 31, 2004, subject to changes which may be required should the regulations be amended.

Appendix C-3

**FORM OF AGREEMENT FOR SPECIAL LEAVE
OF ABSENCE - FOUR OVER FIVE PLAN**

THIS AGREEMENT made in
duplicate this day of , 20 .

B E T W E E N:

The Toronto District School Board

(hereinafter referred to as the "Board")

- and -

(hereinafter referred to as the "Teacher")

Pursuant to the terms of the collective agreement between the Board and the Union dated the 4th day of June, 2003, in consideration of the mutual covenants and agreements herein contained, the Board and the Teacher respectively covenant and agree as follows:

1. During the five (5) years commencing September 1, 20 and ending August 31, 20 .
 - (a) the Teacher will work for the Board for four (4) school years (hereinafter referred to as the "work period") at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled but the Board shall pay one hundred per cent (100%) of the cost of the Board's share of the Teacher's insured employee benefits and
 - (b) the Teacher shall have a leave of absence of one (1) school year (hereinafter referred to as the "leave period") with pay at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled if the Teacher

were not on the leave of absence and one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.

2. The leave period shall commence September 1, 20 and end August 31, 20 subject to the provisions for termination of this agreement or extension of this agreement and other terms herein.
3. In each of the four (4) years of the work period that the Teacher works for the Board, the Board agrees to pay
 - (a) to the Teacher eighty per cent (80%) of the salary to which but for this agreement the Teacher would otherwise be entitled, and
 - (b) one hundred per cent (100%) of the Board's share of the cost of the Teacher's insured employee benefits.
4. In the one year of the leave period, the Board will pay
 - (a) to the Teacher eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence, and
 - (b) one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.
5. In consideration of salary and the share of insured employee benefits which will be paid by the Board during the leave period, as set out in paragraph 4 above, the Teacher agrees to the reduced salary

which will be paid by the Board during the work period, as set out in paragraph 3 above.

6. Payments to the Teacher during the leave period shall become due and be paid on the Board's regular payroll dates.
7. The Board shall make
 - (a) The appropriate payroll deductions from the eighty per cent (80%) payable to the Teacher for the balance of the cost of the insured employee benefits, and shall make deductions for income tax purposes and other purposes as are required by law, and
 - (b) Other deductions consistent with those made for other Teachers who are not on leave if requested to do so by the Teacher.
8. The leave period may be postponed for one year only, by the Board on notice in writing to the Teacher given prior to January 1 of the year in which the leave is to commence but only if the Teacher is indispensable to the program needs of the Board during the leave period set out under this agreement. If the leave period is postponed from the fifth school year to a sixth year, payment of salary and employee benefits in the fifth year shall be made on the same basis as if the Teacher were on the leave of absence but, in the sixth year where the Teacher is on the leave of absence, the Board shall pay
 - (a) to the Teacher one hundred per cent (100%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence, and
 - (b) one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the

leave of absence.

9. If the Teacher dies during the term of this agreement before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Teacher's estate.
10. If the Teacher dies during the term of this agreement after having commenced or completed the leave period the Board shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Board to the Teacher's estate. Should the actual monies paid during leave period exceed the actual monies withheld during the work period the Teacher's estate shall not be liable to pay this difference to the Board.
11. If, as a result of accident, injury or illness, the Teacher becomes permanently disabled during the term of this agreement and, in the opinion of the Board's doctor(s), is no longer medically fit to carry out the Teacher's duties, this agreement will be terminated forthwith and the Board shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period the Board shall pay this difference to the Teacher. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Teacher shall not be required to repay this difference to the Board.
12. If, for reasons other than those specified in paragraphs 9, 10 and 11 above, the Teacher does not fulfil the Teacher's obligation with respect to the work period, after having commenced or

completed the leave period, the Teacher shall pay to the Board twenty per cent (20%) of the Total Salary to which but for this agreement the Teacher would otherwise have been entitled in each of the years or part thereof of the work period the Teacher does not work for the Board.

13. In the event a Teacher is granted a leave without pay during the term of this agreement, the period of this agreement shall be extended by the length of the term of the leave without pay.
14. No interest shall be payable by the Board or by the Teacher on any monies payable by either of them under this agreement.
15. The period of the leave of absence under this agreement shall not interrupt the continuity of the Teacher's service with the Board and shall constitute Teaching Experience for salary and seniority purposes.
16. This agreement may be terminated at any time by the mutual consent of the Teacher and the Board.
17. This agreement may be terminated by the Teacher by giving notice in writing to the Board prior to January 1 of the year in which the leave period is to commence.
18. Should the Teacher retire, resign or accept a position with the Board but outside the Bargaining Unit, this agreement shall terminate forthwith.
19. Should the Board terminate the contract of the Teacher this agreement shall terminate at the same time.
20. With respect to paragraphs 16, 17, 18 and 19 above, any monies payable to either party shall be determined as set out in paragraph 12.
21. This agreement shall not be construed as a

guarantee of employment for the term of this agreement.

IN WITNESS WHEREOF the parties
have, this day of , 20 , executed this
agreement.

(signature of the Teacher)

(on behalf of the Board)

PART D - WORKING CONDITIONS

D.1.0. - LUNCH PERIOD

- D.1.1. A Teacher shall be entitled each school day to a 40-minute uninterrupted and continuous lunch period free from teaching and non-teaching duties.

D.2.0. - MEDICAL PROCEDURES

- D.2.1. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- D.2.2. Except as may be required under law, no Teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.
- D.2.3. The Board shall not require, on a regular basis, any Teacher to administer, nor to perform any medical or physical procedure on a pupil except as defined in the Board protocol on the administration of medication.

D.3.0. - STRIKES BY OTHER BOARD EMPLOYEES

- D.3.1. In the event of a strike by other employees of the Board, no Teacher shall be required to perform any duties normally and regularly performed by those other employees of the Board.

- (a) This shall not preclude the participation of the Teacher in incidental duties associated with the instructional program or those duties set out in the Education Act and any Regulations made thereunder.

D.4.0. - TEACHER PERFORMANCE APPRAISAL

- D.4.1. Effective on ratification of the Collective Agreement, the Board shall conduct teacher performance appraisals in compliance with the Education Act and its Regulations. The process for teacher performance appraisals will be the Toronto District School Board Teacher Performance Appraisal Policy/Procedure as developed in consultation with the Unions. This Policy/Procedure will be amended from time to time by mutual agreement of the Board and the Unions. Teacher Performance Appraisal procedures will be published as the "Teacher Performance Appraisal Binder" and be made available by the Board to each Principal and Union Steward in every school. A summary of the procedures will be provided to each Teacher who is scheduled for Teacher Performance Appraisal.

D.5.0. - PERSONNEL FILES

- D.5.1. Following the written request of a Teacher for an appointment, the Teacher's personnel file will, in the presence of a designated staff member, be made available for inspection, during normal business hours.
- D.5.2. The Teacher may make a copy of any information contained in the Teacher's

personnel file and may, at the discretion of the Teacher, be accompanied by one other person or a representative of the Union who shall have access to such information at the request of the Teacher.

- D.5.3. If the Teacher disputes the accuracy or completeness of any information in the Teacher's personnel file, other than teacher evaluation reports, the Board shall, where possible within 15 school days after the date the Board received written notice from the Teacher stating the alleged inaccuracy, either confirm or amend this information.
- D.5.4. Where the Board amends information in the Teacher's personnel file, the Board shall, at the request of the Teacher, notify all persons who received a report based on the inaccurate information.
- D.5.5. A Teacher may request that professionally relevant material be placed in the Teacher's personnel file.

D.6.0. - TRANSFER PROCEDURES

- D.6.1. Consistent with the Letter of Understanding re: Surplus and Transfer Procedures, the Union shall be consulted as the Board develops the Board's procedures for the transfer and placement of Teachers. These procedures and any changes to these procedures will be discussed with the Union before being implemented.

D.7.0. - SCHOOL STAFFING COMMITTEE

- D.7.1. A School Staffing Committee shall be established in every school:

- (a) The Teachers of each school shall elect at least three of their number to the School Staffing Committee.
- (b) The principal and vice-principal(s) of the school and Union Steward shall also be members of the School Staffing Committee.
- (c) The term of office of the Teacher representatives on the School Staffing Committee shall be November 1 to October 31. If any of the Teacher representatives resign from the committee or are transferred to another school, the Teachers of the school shall elect a replacement from their number.

D.7.2. The school staffing committee will concern itself only with:

- (a) developing and proposing a staffing model (which will meet the requirements of the Education Act, or regulations made thereunder), based on projected enrolment and staff allocation for consideration by the total staff;
- (b) reviewing the current staffing model and proposing any modifications as may be required;
- (c) considering and responding to such organizational proposals and/or suggestions as are submitted to the committee;
- (d) length and number of instructional and non-instructional periods; and
- (e) the equitable distribution of non-instructional periods including

supervision, preparation time, and instructional periods.

D.7.3. Prior to a staff meeting, the School Staffing Committee will make available a copy of the proposed staffing model to each Teacher for the purpose of consultation and discussion before the principal finalizes the staffing model. At this time, rationale shall be given for organization, number and size of classes.

(a) After due consideration, the principal shall forward the final staffing model to the Director or designate.

D.7.4. The final staffing model will be subject to the approval of the Director or designate.

D.7.5. The Director or designate will endeavor to approve the staffing model prior to April 15.

D.7.6. After the staffing model has been approved, the principal shall determine the specific classroom teaching duties of each Teacher in consultation with the Teacher. Included in the matters to be considered by the principal will be the preferences, abilities, qualifications and experience of each Teacher.

D.8.0. - ELEMENTARY CONCERNS COMMITTEE

D.8.1. The Elementary Concerns Committee shall have as its members three representatives from the Board's administrative staff, one of whom shall be the Executive Superintendent of Employee Services, or designate, who shall be named a co-chairperson, and three members of the E.T.T. designated by the E.T.T., one of

whom shall be the President, or designate, who shall also be named a co-chairperson.

D.8.2. Unless otherwise agreed, the Committee shall meet once per month during the school year, or at the request of either co-chairperson at a mutually convenient time.

D.8.3. The Committee shall discuss issues of concern including staffing matters to either the Board or E.T.T.

Procedures for keeping the Bargaining Agent informed of the projected and actual staffing situation will be discussed by the Elementary Concerns Committee. At the beginning of each school year, the Committee will meet to establish these procedures for the current school year.

D.8.4. The Committee shall be a consultative body and may make recommendations where deemed appropriate in the circumstances.

D.8.5. Items under current negotiations or problems related to specific individuals shall not be discussed by the Committee.

D.9.0. - NOTICE OF RESIGNATION (INCLUDING RETIREMENT)

- D.9.1. A Teacher may resign from the Board only:
- (a) at the end of the calendar year or the end of the March break and shall, in both cases, provide no less than one month's written notice; or
 - (b) at the end of the school year upon providing the Board written notice on or before May 15.

D.9.2. Despite D.9.1. the Board and the Teacher may mutually agree to terminate the employment at any time.

D.9.3. A Teacher who enters into an agreement of employment with another board, school or educational authority, shall within 48 hours, advise the Board in writing of the anticipated final date of employment with the Board unless the Teacher has already given written notification of such employment to the Board.

D.10.0. - COMMUNICATIONS GENERAL

D.10.1. The Board shall provide a copy of newly approved Board policies to the E.T.T. office.

D.10.2. The Board shall extend its courier service to one E.T.T. office.

Mass mailings shall be batched by location before being put in the courier system by the E.T.T.

The Board will investigate the provision of access to the Board's e-mail system to one E.T.T. office. Access shall not be unreasonably withheld.

D.10.3. The Board will provide a copy of the Board's public session agenda to the E.T.T.

D.10.4. The Union shall notify the Board in writing of the names of the persons elected to office in the Union and of persons authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union (Union Steward).

**D.11.0. - OCCUPATIONAL HEALTH
AND SAFETY**

- D.11.1. The Board shall, in compliance with the Occupational Health and Safety Act, as this applies to Teachers, respond promptly to Teachers' complaints re: safety of the working environment.

D.12.0. - PART-TIME TEACHER PROVISION

- D.12.1. A full-time Teacher who, prior to March 1, requests to teach part-time commencing the following school year either for a specified period of one or two school years or without any period being specified shall be granted the request to teach part-time provided:
- (a) the number of full-time equivalent teaching positions to be filled by Part-time Teachers will not exceed 4% of the number of full-time Teachers, and
 - (b) in the opinion of the Director the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.
- D.12.2. At the discretion of the Director the number of positions in the Board filled by Part-time Teachers may exceed 4% of the full-time equivalent positions.
- D.12.3. When the total full-time equivalent number of part-time teaching positions is less than the number of full-time equivalent requests, then seniority under E.1.0. shall determine which Teachers shall be granted part-time teaching positions.
- D.12.4. A Teacher who requests and is granted an assignment as a Part-time Teacher for a

specified period will return to full-time teaching at the end of the period subject to the surplus procedures.

D.12.5. Notwithstanding D.12.4., a Teacher may apply for an extension of the Teacher's part-time assignment and such extension shall be subject to the approval of the Director. Such application shall be made prior to March 1.

D.12.6. For the purposes of calculating the Sick Leave Credit gratuity (under C.9.0) of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 but prior to September 1, 1998, pursuant to the Declining Enrolment provisions in a previous collective agreement

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

b) the maximum amount payable shall not exceed one half the full-time annual rate.

Effective September 1, 1998, the calculation of the Sick Leave Credit gratuity of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1998, pursuant to D.12.0, shall be in accordance with C.9.2.

D.13.0. - STAFFING

D.13.1. Every effort shall be made to organize each school for a school year using the following optimum class-sizes and ranges as guidelines:

JK/ SK	20 +/- 5	15 – 25
Primary	23 +/- 6	17 – 29
Junior	26 +/- 6	20 – 32
Intermediate	30 +/- 6	24 – 36

These provisions shall not require the Board to employ a greater number of Teachers than is required to comply with the Education Act.

Where the allotment of staff allows for a school to be organized in accordance with the class-size ranges, but there is reason to believe that the interests of both pupils and Teachers would be better served by organizing classes outside those ranges, such organization shall not be finalized without consultation with the staff of the school.

- D.13.2. The Union will receive a copy of the report required to be sent by the Board to the Minister of Education and Training respecting the aggregate average class size for all of the Board's elementary classes.
- D.13.3. The Board will use system-wide class size requirements, program needs and projected enrolments to determine staffing levels for September next. The Board will, upon reasonable notice, provide to the Union projected enrolment and staffing data for September of the next staffing year as soon as feasible after receipt of the request for such information.
- D.13.4. The Union will designate a member who shall receive enrolment data and projections.
- D.13.5. The Board shall endeavour to provide a qualified Occasional Teacher in the event of a Teacher absence.

D.14.0. - ONTARIO COLLEGE OF TEACHERS

- D.14.1. The Union and the Board recognize the obligation of the Teacher to comply with the Ontario College of Teachers Act.

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

- D.14.2. The Ontario College of Teachers' fee shall be collected and remitted to the Ontario College of Teachers by the Board on behalf of Teachers.

- (i) When a Teacher is in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is to be collected, the fee will be deducted from those earnings.
- (ii) When a Teacher is not in receipt of regular earnings in the month in which the Ontario College of Teachers' fee is collected by the Board, the Teacher shall be responsible for making arrangements for payment of the Ontario College of Teachers' fee.

D.15.0. - PREPARATION TIME

- D.15.1. Every classroom Teacher shall be entitled to 300 minutes of preparation time per 10 day cycle free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period). Such preparation time shall be during the students' instructional day.

- D.15.2. A classroom Teacher is any Teacher who teaches students and may include a Part-time Teacher, an itinerant Teacher, a librarian or a specialist.
- D.15.3. Where a classroom Teacher does not have full-time instructional duties such time shall be prorated accordingly.
- D.15.4. Preparation time will be scheduled with the objective of scheduling blocks of 30 consecutive minutes or more.

Preparation time shall be scheduled in blocks of not less than 20 consecutive minutes.
- D.15.5. Preparation time is defined as time used for preparation and planning or student evaluation or other such duties as may be permitted during such time by Board policy.
- D.15.6. Preparation time may be rescheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the principal. In such cases the Teacher shall be entitled to have such time made up as soon as administratively possible.

D.16.0. - INSTRUCTIONAL TIME

- D.16.1. As of September 1, 2001, the normal daily instructional program, subject to the exceptions below, shall be 300 minutes excluding recesses and scheduled intervals between classes. The exceptions are for alternative schools and schools providing intermediate programs. Such exceptions are not intended to alter established practices with respect to instructional programs in such schools. Other

exceptions will be referred to the Elementary Concerns Committee for consideration.

D.17.0. - SUPERVISION

- D.17.1. Effective September 1, 2001, in accordance with the duties prescribed by Regulation 298 and recognizing that the safety and well being of pupils must be assured while the school buildings and playgrounds are open to pupils, the School Staffing Committee will develop and propose a schedule of supervision for the school. The principal's approval of the proposed schedule will not be unreasonably withheld.

Changes to the schedule, based on September 30 staffing adjustments, must be made before October 30 and the schedule will be posted.

Assignments to the supervision schedule will be equitable and pro-rated for Part-time Teachers.

Teacher concerns about the supervision model may be referred to the School Staffing Committee for its recommendations. The principal's approval of the recommendation(s) will not be unreasonably withheld.

D.18.0. - STAFF MEETINGS

- D.18.1. At the beginning of the school year, the principal shall convene a meeting of Teachers to consider the schedule of regular staff meetings. The principal will endeavour to achieve consensus in establishing the schedule which shall

include the frequency, length and timing of such meetings. Part-time and other regular teaching commitments shall be taken into consideration at this meeting. The schedule will be posted within one week of the meeting.

Teachers have the right to place items on the staff meeting agenda.

D.19.0. - INTEGRATED INTERNATIONAL LANGUAGE PROGRAM

D.19.1. No Teacher's workload shall be increased as a result of teaching in an integrated International Language school.

(a) Teachers in these schools will be responsible for classes before and after the International Language program.

PART E – SENIORITY, SURPLUS AND DECLINING ENROLMENT PROVISIONS

E.1.0. - SENIORITY

- E.1.1. From September 1, 1998, the determination of seniority for Teachers shall be based on the following criteria in order:
- (a) except as set out under E.1.2., the aggregate length of Teaching Experience as an elementary Teacher employed by the Board and all Predecessor Boards, and where this is equal,
 - (b) other Teaching Experience accepted for salary purposes, and where this is equal,
 - (c) as determined by lot.
- E.1.2. For the purposes of E.1.1., the aggregate length of Teaching Experience of a person who is a Teacher on August 31, 1998, and continues to be a Teacher, shall include all experience determined under E.1.1.(a) regardless of whether such Teaching Experience was gained as an elementary teacher or a secondary teacher.
- E.1.3. For the purposes of E.1.0 “by lot” shall mean as determined by computerized random selection and, if that is not possible then by lot, conducted jointly by the representatives of the Board and E.T.T.

E.2.0. - SURPLUS PROCEDURE

E.2.1. A Permanent Teacher who has been declared surplus and whose employment has been terminated pursuant to Part E, may elect to apply:

- (a) for recall in accordance with E.3.0., or
- (b) for severance pay in accordance with E.2.2.

E.2.2. The amount of the severance pay shall be based on the number of years or partial years of continuous Teaching Experience with the Board to be calculated as follows:

$$\text{Amount} = \frac{3+n}{40} \times \text{Total Salary for the last complete year of employment as a Teacher with the Board}$$

where n = number of years of the last continuous Teaching Experience with the Board to the nearest 1/10.

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

- (a) Application shall be made in accordance with procedures to be established by the Board.
- (b) The Board shall forward the severance pay to the Teacher within one month following the effective date of the termination.
- (c) Acceptance of severance pay shall

relieve the Board of any obligation to recall that teacher and that teacher shall accrue no further rights under this Agreement.

- E.2.3. If the Board terminates the employment of a Teacher because the Teacher is surplus, the Board shall provide the Teacher with a letter to this effect.
- E.2.4. In accordance with E.3.0. new teachers shall not be hired by the Board to fill a vacant position in any subject or area of instruction, whether full-time or part-time, within a school until Teachers who have been declared surplus and who have not received severance pay and who meet the qualifications required for the position, have been placed in or have been offered and refused the position.

E.3.0. - RECALL PROCEDURES

- E.3.1. Recall rights shall only apply to Surplus Teachers.
- E.3.2. Recall rights shall be limited to the twelve month period immediately following the date the termination of employment as a Surplus Teacher became effective.
- E.3.3. In order to establish rights under E.3.0., the teacher must complete and return the form provided by the Board within 15 days of receiving the notice of termination and the form.
- E.3.4. In order to maintain rights under E.3.0. the Teacher must:
 - (a) keep the Board advised of the Teacher's current address and

telephone number;

- (b) ensure the form set out under E.3.3. is received by the Board within the time set out; and
- (c) must respond within three (3) business days to any offer of employment.

E.3.5. The Board shall maintain a recall list of the teachers who have established and maintained recall rights. The Union shall have access to this list and any revisions to the list.

- (a) The Board shall record details respecting any teacher on the list who could not be contacted within three (3) business days. That teacher shall be removed from the list and the Union shall be advised of this revision to the list.

E.3.6. When a position becomes available, the Board shall contact in order of seniority, each teacher remaining on the recall list to ascertain whether that teacher wishes to accept a position for which the teacher is qualified.

E.3.7. A teacher, who refuses a recall offered under E.3.6., shall no longer be entitled to recall and this shall be appropriately recorded, under E.3.5., as the reason the teacher ceased to maintain recall rights.

E.3.8. A Teacher who has been recalled to a position with the Board commencing on or before October 31 next following an August 31 termination shall be credited with Teaching Experience from September 1 of that year.

E.4.0. - RETRAINING

- E.4.1. The conditions for retraining Teachers during a period of declining enrolment are:
- (a) If, by April 15, the Board anticipates identifying Surplus Teachers, and
 - (b) If, by that date, the Board anticipates that it may need to hire teachers in order to staff its programs, then
 - (c) The Board may, at its discretion and in consultation with the Union, request Teachers who have demonstrated a high level of competence in the position(s) for which they are currently qualified to undertake retraining to meet the needs anticipated in (b) above subject to the conditions set out below, providing that, in the opinion of the Board, these Teachers will be able to continue to demonstrate a high level of competence in any position(s) for which they may be retrained.
- E.4.2. If the Teacher agrees to undertake such retraining,
- (a) Tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and
 - (b) If such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a leave under the conditions of C.3.0.
 - (c) Subject to the provisions of E.4.0., the Teacher shall comply with the conditions otherwise required of a

Teacher granted leave with pay under C.3.0.

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

E.4.3. The number of Teachers who may undertake such retraining in any one year shall not exceed the number of Surplus Teachers, and

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

E.4.4. The foregoing provisions for retraining have been introduced on an experimental basis and will be reviewed by the parties before either party recommends continuance or renewal of these provisions in any subsequent agreement.

Appendix E-1

NOTES RE: IMPLEMENTATION

Given differences between the Predecessor Boards' local agreements and past practices, the Board intends to implement E.1.0. as follows:

For the purposes of seniority only:

1. Teaching Experience gained with a Predecessor Board up to and including August 31, 1979 shall continue to be determined as it was by the Predecessor Board.
2. Teaching Experience gained with a Predecessor Board from September 1, 1979 shall be counted and accumulated regardless of whether the Teacher is teaching full-time, part-time, or on a recognized leave of absence.
3. Until August 31, 1998:
 - (a) Teaching Experience with the Board or a Predecessor Board shall be aggregated and included regardless of whether this was Teaching Experience gained in the elementary or secondary panel, and
 - (b) Experience, as a long term Occasional Teacher with the Board or a Predecessor Board, gained from September 1, 1979 shall be counted and accumulated as Teaching Experience regardless of whether this was gained in the elementary or secondary panel.
4. From September 1, 1998:
 - (a) Except for Teaching Experience aggregated and included up to August 31, 1998, only Teaching Experience gained in the elementary panel shall be aggregated and included, and

- (b) Experience as a long term Occasional Teacher gained from September 1, 1998 shall be counted and accumulated as Teaching Experience only if this was gained in the elementary panel.
- 5. Where applicable, the Board's seniority records for Teachers will be adjusted to reflect these changes. Teachers whose seniority records have been adjusted will be advised of any changes. If a Teacher believes Teaching Experience has still not been properly included on the seniority list, the Teacher will advise the Board and provide any necessary documentation. The Board will then confirm whether the Teacher's claim has been accepted and advise the Teacher of the Board's decision. The records as adjusted will then be compiled to create the seniority list for elementary Teachers.

PART F – CONTINUING EDUCATION TEACHERS

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

F.1.0. - GRIEVANCE AND ARBITRATION PROCEDURE

F.1.1. Within the terms of Part F a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Part, including any question as to whether a matter is arbitrable.

F.1.2. **Notice of Grievance by the Grievor
and Branch Affiliate**

- (a) A Continuing Education Teacher or a group of Continuing Education Teachers, unable to resolve a complaint informally, may initiate a grievance within 15 days following the day the cause of the grievance became known or reasonably ought to have been known to the Continuing Education Teacher(s). The notice of grievance, signed by the grievor and the Union designate, shall be made in writing to the Director or designate. This notice shall state the section or sections of Part F that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. In any informal discussions the Continuing Education Teacher or group of Continuing Education Teachers may be accompanied by a representative of the

Union.

- (b) A Board or the Union may initiate a policy or group grievance by giving notice to the other party within 55 days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- (c) The representatives of the Board and the Union shall meet within 10 days of receipt of the notice under F.1.2.(a) or F.1.2.(b) above and shall attempt to settle the grievance.

F.1.3. Notice of Intent to Proceed to Arbitration

- (a) If the grievance is not settled within 10 days of the meeting, the Union or the Board may inform the other party in writing within a further 10 days that it is proceeding to arbitration.
- (b) The notice in F.1.3.(a) shall specify whether the Union or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or the Union not wishing a single arbitrator shall so advise the originating party within 10 days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five days of being advised of the appointee of the other party.
- (c) The two appointees or, in the case of a single arbitrator, representatives of the Board and the Union shall as soon as possible appoint an arbitrator or the

chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 days of the notice in F.1.3.(a) being received, the appointment shall be made by the Minister of Labour upon the request of either party.

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

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

- (e) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part F.
- (f) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (g) The Board and the Union shall each bear the expense of its own appointee and shall pay one-half the cost of the

chairperson or single arbitrator and their own expense of appearing at the hearing.

- (h) A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has (have) terminated.
- (i) Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.
- (j) Time limits herein may be extended by consent of the Board and the Union.
- (k) Grievances concerning similar matters may be heard together.
- (l) No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part F.
- (m) A Continuing Education Teacher may be disciplined only for just cause.
- (n) If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may

award compensation.

F.2.0. - INDIVIDUAL RIGHTS

- F.2.1. Both the Board and the Union shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

F.3.0. - SALARY

- F.3.1. A Continuing Education Teacher shall be paid in accordance with the following Salary Schedule (hourly rate inclusive of holiday and vacation pay):

September 1, 2002 – March 31, 2003

Step	Rate
0 (less than 180 hours)	37.30
1 (180 to 359 hours)	39.78
2 (360 to 539 hours)	42.25
3 (540 or more hours)	44.76

April 1, 2003 – August 31, 2003

Step	Rate
0 (less than 180 hours)	37.52
1 (180 to 359 hours)	40.02
2 (360 to 539 hours)	42.51
3 (540 or more hours)	45.03

Effective September 1, 2003 – March 31, 2004

Step	Rate
0 (less than 180 hours)	38.47
1 (180 to 359 hours)	41.02
2 (360 to 539 hours)	43.57
3 (540 or more hours)	46.15

**Effective the first pay date after
April 1, 2004 – August 30, 2004**

Step	Rate
0 (less than 180 hours)	38.66
1 (180 to 359 hours)	41.23
2 (360 to 539 hours)	43.78
3 (540 or more hours)	46.38

Effective August 31, 2004

Step	Rate
0 (less than 180 hours)	39.04
1 (180 to 359 hours)	41.63
2 (360 to 539 hours)	44.22
3 (540 or more hours)	46.84

- (a) A Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the cumulative total number of elementary continuing education hours taught as a Continuing Education Teacher and completed prior to the commencement of duties on a continuing education assignment for which the higher rate is to be paid.
- (b) Effective September 1, 1998, a step on the Salary Schedule shall be based on the number of elementary continuing education hours the Continuing Education Teacher has taught for the Board and any Predecessor Boards. Only courses which commenced on or after September 1, 1989 shall be counted.
- (c) The hourly rate of pay set out in F.3.1. shall be payment for the normal duties of a Continuing Education Teacher but shall be paid for classroom teaching hours only.

- (d) For the purposes of F.3.1.(a) an assignment of a Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.

F.3.2. Responsibility Allowances

- (a) A Continuing Education Teacher may be appointed to a Position of Responsibility in a continuing education program other than those set out under F.3.1. Such Continuing Education Teacher shall be paid, for the performance of duties, an amount as set out below in addition to the hourly rate of pay to which the Continuing Education Teacher is entitled under F.3.1.

September 1, 2002 – March 31, 2003

Step	Rate
Level I	2.81
Level II	4.18

April 1, 2003 – August 31, 2003

Step	Rate
Level I	2.84
Level II	4.21

**Effective September 1, 2003 –
March 31, 2004**

Step	Rate
Level I	2.91
Level II	4.31

**Effective the first pay date after
April 1, 2004 – August 30, 2004**

Step	Rate
Level I	2.92
Level II	4.33

Effective August 31, 2004

Step	Rate
Level I	2.95
Level II	4.38

F.4.0. - STAFFING

- F.4.1. The number of Continuing Education Teachers to be employed by the Board shall be determined by the Board.

F.5.0. - ILLNESS AND BEREAVEMENT

- F.5.1. A Continuing Education Teacher shall be entitled to leave of absence with pay for two working days per summer for bereavement or illness provided that the Continuing Education Teacher makes arrangements with the principal to ensure that a suitable replacement is found. Alternate arrangements for the class may be made by the principal. Illness or bereavement days shall not accumulate. Leave for bereavement shall be granted only for and at the time of death of a member of the Continuing Education Teacher's immediate family.

F.6.0. - WORKING CONDITIONS

- F.6.1. The Continuing Education Teacher shall perform such duties as the Board may assign under the Acts and the Regulations administered by the Minister of Education

and Training and shall be diligent and faithful in the performance of the Continuing Education Teacher's duties.

F.6.2. The assignment may be terminated prior to the end of the session:

- (a) by the Board at any time without advance notice to the continuing education teacher where, before the commencement of the course or class or teaching in the subject, it has been decided not to offer the course, class or subject in the session; or
- (b) at any time by mutual consent in writing of the Continuing Education Teacher and the Board; or
- (c) at any time by either party giving written notice to the other not less than forty-eight hours before the date of termination specified in the notice.

**F.7.0. - OTHER TERMS AND CONDITIONS
APPLYING TO CONTINUING
EDUCATION TEACHERS**

F.7.1. Other terms and conditions applying to Continuing Education Teachers may be set out in a letter of understanding.

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

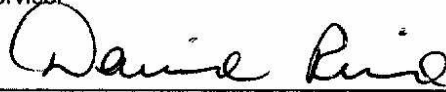
The execution of this Agreement shall also constitute execution of the appended letters of understanding.

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

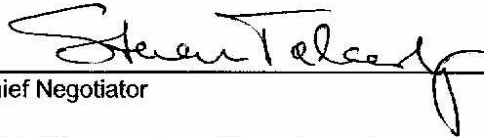
The Toronto District School Board



Supervisor



Director of Education and Secretary-Treasurer



Chief Negotiator

The Elementary Teachers' Federation of Ontario

President

Chief Negotiator

LETTER OF UNDERSTANDING
re: Implementation of
Preparation Time

The intent of alternate arrangements (which permit an exception to the scheduling provision of D.15.1.) shall be to allow for flexibility of implementation of preparation time, not to reduce the agreed entitlement under D.15.1.

A school staff including the principal, having followed the normal local staffing process, may recommend for a Teacher an arrangement that includes an exception to the scheduling of the minutes of preparation time to which the Teacher is entitled under D.15.1. provided that:

- (a) the Teacher has agreed freely without pressure;
- (b) the arrangement provides the full equivalent of 150 minutes per week;
- (c) the arrangement is consistent with good programming for the school;
- (d) the arrangement has been presented to a full staff meeting at which the Teacher affected is present and has staff approval; and
- (e) the arrangement has been put in writing and signed by the Teacher with a copy sent to the Union and the appropriate supervisory officer.

The school staff's recommended arrangement shall be submitted to a joint Union/Board committee composed of the Director or designate and one other Board representative and the Union President or designate and one other Union representative. Decisions of the committee shall be made by simple majority vote. The committee shall review the situation prior to implementation.

If the committee determines that the above required criteria have been met, the arrangement shall be approved. Such approval shall not be unreasonably withheld.

If the committee determines that the above required criteria have not been met then the committee shall:

- (a) set aside the alternate arrangement in which case D.15.1. shall apply, or
- (b) refer the matter back to the teaching staff of the school for further consideration.

All decisions of the committee shall be recorded and signed by all committee members.

LETTER OF UNDERSTANDING re: Surplus and Transfer Procedures

1. The Board and Union agree that a joint committee of equal membership shall be convened no later than November 30, for the purpose of refining the procedures for declaring surplus teachers and for the transfer process.
2. The Board and the Union shall each name three persons to the committee and one of the three who shall be the co-chair of the committee.
3. The committee shall, on or before March 15, review and refine the procedures for the next year and shall determine the necessary revised procedures. If no agreement is reached, the Board shall determine the procedures for those areas which were not mutually agreed.
4. For administrative placements, the committee shall consider the possible effect, if any, of geographic location.

5. The committee shall also consider the possibility of board-wide postings.
6. The procedures shall be consistent with the principles set out below.

Principles:

- (a) Placements shall ensure that a Teacher is qualified to assume the assignment of the placement.
- (b) The number of Teachers surplus to Board is projected at regular periods during the surplus process and the Union will be kept advised.
- (c) An allocation of staff to schools will be made based on projected enrolments, class size requirements and program needs and the Union will be consulted in the process.
- (d) In accordance with D.7.0, principals will develop a staffing model for the school in consultation with the staff.
- (e) Principals will make any necessary declarations of surplus to school based on seniority and the qualifications required for specific positions included in the staffing model.
- (f) Transfer process begins. School surplus Teachers shall participate in the transfer process.
- (g) All Teachers, other than Teachers under review, shall have an opportunity to apply for and be given first consideration for vacancies in the transfer process.
- (h) Recall will be made for school surplus Teachers if a vacancy occurs in the surplus Teacher's school before the Teacher has been placed in the transfer process.
- (i) The transfer process will be closed.

- (j) Teachers remaining school surplus will, where possible, be placed administratively in available vacancies. Such placements may include bumping based on seniority and qualifications.
- (k) Teachers who cannot be placed will be declared Surplus Teachers.
- (l) An interim notification to Surplus Teachers shall be made on or about May 25 in a year and a further notice of confirmation shall be made no later than June 30.

N.B.:

- (i) A Teacher returning from leave within a school year is placed in the Teacher's assigned school, subject to the staffing and surplus procedures, and the assignment shall be covered by a long term occasional teacher where permitted by the Education Act.
- (ii) Where use of a long term occasional teacher is not permitted by the Education Act, the Teacher's assignment shall be covered by the most junior Teacher who does not have an assignment or, where no such Teacher is available, by a newly hired Teacher.
- (iii) When the Teacher on leave returns, the teacher placed in the assignment shall be declared school surplus and, where the teacher is a Teacher, shall be placed in an available vacancy or shall become a Surplus Teacher and have the rights of Surplus Teachers.

Teacher Requested Transfers

1. Any Teacher who requests a transfer prior to the declaration of school surplus as provided for in paragraph (e) under the title "Principles" above, shall be granted the request and removed from the staff of the Teacher's current school following the closing date of the first posting of vacancies, subject to the following:
 - (a) that the Teacher is not under review at the time of the request;
 - (b) that the Teacher is not a Probationary Teacher;
 - (c) that the Teacher has not initiated a transfer request during the previous 5 school years;
 - (d) that the Teacher shall apply for positions posted in the first Board-wide vacancy listing; and
 - (e) that the transfer application will only contain the following information:
 - the Teacher's name,
 - present school,
 - present teaching assignment, and
 - a completed one-page resume.

It is understood and agreed that Teachers placed in accordance with the above procedure must accept the assignment determined by the Executive Superintendent of Employee Services or designate.

LETTER OF UNDERSTANDING
re: Other Responsibility Allowances

The provisions of B.6.0. in the 1995/96 agreement in the Predecessor Boards shall continue for the 2002-2003 school year. The amounts for these allowances in the 2002-2003 school year shall be as set out in Appendix B-2 in the 1995/96 collective agreement.

The Union shall be consulted about the future of these positions and these allowances for the 2003-2004 school year period.

LETTER OF UNDERSTANDING
re: Terms and Conditions applying to
Continuing Education Teachers

The following terms and conditions of the Agreement for Teachers also apply to Continuing Education Teachers.

RECOGNITION

A.2.0.

A.2.1.

A.2.2.

A.2.3.

A.2.4.

DEFINITIONS

A.3.0.

A.3.1. (a), (b), (c), (d), (e), (f), (n), (u)

TERM OF AGREEMENT

A.4.0.

A.4.1.

APPLICATION OF THIS AGREEMENT

A.5.0.

A.5.1. (a), (c)

A.5.2.

PROHIBITION OF THE USE OF SANCTIONS

A.7.0.

A.7.1.

AMENDMENTS

A.10.0.

A.10.1.

A.10.2.

COLLEGE OF TEACHERS

D.14.0.

D.14.1.

**LETTER OF UNDERSTANDING
re: Harassment & Discrimination**

The Board shall make reasonable efforts to ensure that every Teacher is free from harassment and discrimination in the work-place.

**LETTER OF UNDERSTANDING
re: Criminal Background Checks**

The Board shall conduct criminal background checks in compliance with the Education Act and its Regulations. The protocol for the collection of criminal background checks will be the Toronto District School Board Criminal Background Checks Protocol developed in consultation with the Unions, as amended from time to time.

LETTER OF UNDERSTANDING

re: Supervision Task Force

A joint task force shall be established, and shall have as its members three representatives of the Board's administrative staff, one of whom shall be named a co-chairperson by the Executive Superintendent of Employee Services, and three members of the E.T.T. designated by the E.T.T., one of whom shall be named a co-chairperson by the E.T.T. The task force shall be convened not later than September 15, 2003. The task force shall focus on the scheduled supervision of students in elementary schools. The Supervision Task Force (S.T.F.) shall make recommendations regarding various scheduled supervision models, including alternatives to current practice for implementation in the 2004 –05 school year, no later than the dates set out below.

1. The S.T.F. shall endeavour to make recommendations to ensure that scheduled supervision will be at reasonable levels and is fairly and equitably distributed. The following are cornerstones of the models that may be recommended by the S.T.F.:
 - (i) adequate supervision of students to ensure their safety and security
 - (ii) equitable distribution of scheduled teacher supervision
 - (iii) reasonable levels of scheduled teacher supervision minimizing teacher time spent supervising

2. The S.T.F. shall investigate the following:
 - (i) supervision requirements in schools with student F.T.E. populations:
 - under 200 students
 - 200 to 500 students
 - over 500 students
 - (ii) supervision requirements in special schools such as: Inner-City Schools,

- (iii) French Immersion Schools,
Alternative Schools
factors related to scheduled
supervision including but not limited
to:
- staff allocations
 - unique characteristics of school
sites and communities
 - special programs
 - alternative school day
organizational structures

3. An Interim Report by the S.T.F. shall be provided to the Executive Superintendent of Employee Services, the President of E.T.T. and to the Elementary Concerns Committee by December 19, 2003. The Interim Report will be provided by the parties to their respective constituencies for comment/feedback to the S.T.F. by January 30, 2004.
4. The S.T.F. shall review the comments/feedback provided. If the S.T.F. reaches mutual agreement on Supervision Models for the 2004 – 05 school year, the E.T.T. and the Board agree forthwith to support the implementation of the recommended Supervision Models.

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