

# COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD



AND

TORONTO  
ELEMEN<sup>T</sup>ARY  
CATHOLIC  
TEACHERS

OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS'  
ASSOCIATION

2002/2004

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## **PREAMBLE**

*The Catholic Teachers of the **Toronto Catholic District School Board** are called, in many ways, to bring the gospel values of faith, hope and love to each and every child entrusted to their care. This mission of Catholic education is realized by a philosophy of living and learning, which is rooted in and supported by our tradition and faith. The legacy of Catholic education lives on through each and every educator, who recognizes and believes in the gifts of self and others and who joyfully communicates the good news to all God's children.*

THIS AGREEMENT made as of the **19th** day of **August, 2003** (**Date of Receipt of Adams Arbitration Award**)

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

Hereinafter referred to as the “Board”

OF THE FIRST PART

- and -

THE TORONTO ELEMENTARY CATHOLIC TEACHERS OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION

Hereinafter referred to as the “Teachers”

OF THE SECONDARY PART

Whereas the Collective Bargaining Committee has been appointed by the Teachers to represent them in meeting with the Board to establish salary schedules, allowances, benefit plans and certain conditions of employment related thereto for the school year **2002/2004** including a procedure for settling grievances arising under this agreement;

AND WHEREAS the Board and the Teachers have entered into this agreement for the above recited purposes;

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



**AGREEMENT**

Between

**TORONTO CATHOLIC DISTRICT SCHOOL BOARD**

And

**THE TORONTO ELEMENTARY CATHOLIC TEACHERS OF**

**ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION**

**EMPLOYED BY THE BOARD**

For the school year

**(September 1, 2002 - August 31, 2004)**

**2002/2004**

NOTE: TEXT IN **BOLD TYPE** INDICATES CHANGES IN AGREEMENT

## ARTICLE 1

## DEFINITIONS

- 1.01 (a) "teacher" shall mean any employee of the Board who falls within the term "teacher" as defined in the "Education Quality Improvement Act" who is a Part X.1 teacher engaged in a teaching function and is an elementary school teacher, and includes elementary school teachers of continuing education as defined by the Education Act R.S.O., c.E.2 (1990) and the regulations pertaining thereto and is a member in good standing of the Ontario College of Teachers, **but does not include a supervisory officer, a principal, a vice-principal, an instructor in a teacher training institution or any individual teaching on a Letter of Permission.**
- (b) "elementary school teacher" shall mean:
- (i) a teacher whose entire assignment includes only elementary school responsibilities; or
  - (ii) a teacher whose assignment includes both elementary and secondary school responsibilities, and who previously was an elementary school teacher with this Board; or
  - (iii) a teacher whose assignment includes both elementary and secondary school responsibilities and who was not previously an elementary school teacher with this Board, but who chooses to be an elementary school teacher; or
  - (iv) a teacher who is defined as an "elementary school teacher" under 1.01 (b) (ii) or a teacher who opts to be an elementary school teacher under 1.01 (b) (iii) shall remain as an elementary school teacher until the teacher's assignment does not include any elementary responsibilities.
- (c) "elementary school teacher" shall mean "teacher" and vice versa, as appropriate to the context.
- (d) "secondary school teacher" shall mean:
- (i) a teacher whose entire assignment includes only secondary school responsibilities; or
  - (ii) a teacher whose assignment includes both elementary and secondary school responsibilities, and who previously was a secondary school teacher with this Board; or

- (iii) a teacher whose assignment includes both elementary and secondary school responsibilities and who was not previously a secondary school teacher with this Board, but who chooses to be a secondary school teacher.
- (iv) A teacher who is defined as a "secondary school teacher" under 1.01 (d) (ii) or a teacher who opts to be a secondary school teacher under 1.01 (d) (iii) shall remain as a secondary school teacher until the teacher's assignment does not include any secondary responsibilities.
- (e) "part-time teacher" shall mean a teacher employed by the Board on a regular basis for other than full-time duty.
- (f) "elementary school" shall mean a school where programs from JK to Grade 8, may be offered, under the jurisdiction of the Board, but does not preclude other organizational structures.
- (g) "secondary school" shall mean a school, where programs from Grade 9 to OAC including an adult education centre, in which secondary school programmes are offered under the jurisdiction of the Board, but does not preclude other organizational structures.
- (h) "placement" shall mean the category and qualified experience placement of a teacher within the salary scale(s).
- (i) "school year" shall mean school year as defined by the Education Act.
- (j) "position of responsibility" shall mean, resource teacher, and assessment and programming teacher.
- (k) "OECTA" shall include elementary school teachers employed by the Board.
- (l) "Representative" of OECTA shall mean the President or designate(s) of OECTA.
- (m) "surplus" in reference to a teacher or teachers means a teacher or teachers whose services are not required by the Board in a particular school or other work place. "Surplus" in reference to a position means a position which is no longer required by the Board in a particular school or other work place.
- (n) "redundant" or "redundancy" in reference to a teacher or teachers means a teacher or teachers whose services are not required by the Board and who

has been laid off or has been notified by the Board that such teacher is to be laid off.

1.02 The Board shall continue to develop and maintain role descriptions including major duties for positions of responsibility. These descriptions shall be completed by September 1, 2000 and shall be regularly updated thereafter. These shall be placed in the Human Resources Manual and/or other document(s) readily available to teachers.

1.03 Probationary status shall mean that a teacher has not yet achieved permanent status.

Permanent status shall mean that a teacher has successfully completed the required probationary period.

ARTICLE 2

SCOPE

- 2.01 (a) The Board recognizes the Ontario English Catholic Teacher's Association as the sole and exclusive bargaining agent for its elementary school teachers.
- (b) This agreement applies to all elementary school teachers employed by the Board at any time during the term of this agreement.
- (c) Every teacher employed by the Board shall be either an elementary school teacher or a secondary school teacher or choose to be an elementary school teacher or a secondary school teacher in accordance with Article 1.
- 2.02 The Board shall not pay a newly employed teacher a salary higher than that being paid a member of the incumbent staff having equal qualifications, qualified experience and responsibility, but the foregoing shall not prevent the Director from temporarily exchanging a teacher with a supervisory officer or another teacher in a position of responsibility under working conditions and salary determined by the Director.
- 2.03 The Board shall not require any member of the bargaining unit to participate in the evaluation of another bargaining unit member.

## ARTICLE 3

## PLACEMENT-QUALIFICATIONS

- 3.01 Subject to the other sections of this Article, placement of teachers shall be determined in accordance with "QECO Teacher's Qualifications Evaluation Programme 4" (hereinafter referred to as "QECO 4").
- 3.02 Teachers shall submit to the **Human Resources** Department of the Board:
- (i) their QECO 4 Statement(s) or Letter(s) of Evaluation, and
  - (ii) all certificates and documents on which the QECO evaluation(s) may be or was based and evidence of any additional qualifications for evaluation and category placement by the **Human Resources** Department.
- All such statements, letters, certificates, and documents must be submitted before any evaluation and category placement is effected.
- 3.03 Inservice courses recognized by the Board to a maximum of one per subject shall be substituted for Ministry of Education and Training courses.
- 3.04 Successful completion of the year at Lumen Vitae, Divine Word, the "Master of Theological studies" program offered by St. Augustine's Seminary prior to September, 1992 or equivalent is to be equated to five (5) university courses except for advancement from Category B to Category A1.
- 3.05 Successful completion of the courses in Religious Education offered jointly by OECTA and OSSTA or AEFO and AFCSO respectively, or the "Masters or diploma programs in Theological studies" offered by St. Augustine's Seminary, will be recognized in the same manner as a university course for advancement in category except from Category B to Category A1.
- 3.06 No teacher who was evaluated correctly for placement purposes under the processes of evaluation in effect prior to the introduction of QECO 4 shall have that teacher's placement reduced because of QECO 4.
- 3.07 (a) Teachers who hold only the certificate for the teaching of French to English-speaking pupils will be placed in Category D. Teachers holding this Certificate and five (5) university credits will be placed in Category C. Similarly those teachers holding this Certificate and ten (10) university credits will be placed in Category B.

- (b) Teachers with recognized university degrees who hold only the Certificates for the teaching of French to English-speaking pupils will be placed in Category A1.
- 3.08 A teacher who before the beginning of any school year has met all the conditions required for a higher placement or other salary adjustment due to annual or special allowance is entitled to the appropriate adjustment in salary retroactive to September 1 of that school year.
- Any teacher is entitled to the adjustments in salary referred to above if the teacher has completed and has delivered to the **Human Resources** Department by November 30 the appropriate year's Category Upgrading Form and has submitted proof of qualifications by March 1, of the school year for which the adjustment is to be made.
- 3.09 A teacher who before January 1 of any school year has met all the conditions required for a higher placement or other salary adjustment due to annual or special allowance is entitled to the appropriate adjustment in salary retroactive to January 1 of that school year.
- Any teacher is entitled to the adjustments in salary referred to above if the teacher has completed and has delivered to the **Human Resources** Department by January 30 the appropriate year's Category Upgrading Form and has submitted proof of qualifications by May 1, of the school year for which the adjustment is to be made.
- 3.10 All teachers who have been placed in Categories D, C, and B as a result of the above clauses of Article 3 shall be placed in Category A0 for the purposes of Article 12.

## ARTICLE 4

## PLACEMENT-EXPERIENCE

- 4.01 All previous qualified experience to the maximum for category will be credited. "Qualified experience" shall mean with respect to any teacher hired effective on or after September 1, 1978, full-time or part-time experience
- (i) gained as a teacher or other acceptable equivalent experience while under contract with the Board as a person qualified at the time as a teacher in Ontario, and
  - (ii) gained teaching in Ontario or anywhere which, if the teacher had been employed at the time in the Province of Ontario, would have been credited as experience under the statutes or regulations then in force in the said Province, but excluding experience gained while on a daily or hourly rated basis.
- 4.02 Unqualified teaching experience will not be credited except teaching, as approved by the Board, in a Canadian University or an Ontario community college effective September 1, 1986.
- 4.03 For the purpose of determining placement, qualified experience **as documented** shall be determined and credited as of September 1 each year.
- 4.04 (a) For the purpose of determining "years" of experience, a "year" shall mean the ten (10) month period from September 1 of one year to June 30 of the immediately following year, both dates inclusive.
- (b) Notwithstanding paragraph 4.04(a), if a teacher has, in addition to a completed year or years experience worked for a period (hereinafter called a "short year") five (5) months or more but less than ten (10) months as of September 1 during the term of this agreement, such period shall be deemed for the purpose of experience to be a full year of experience.
  - (c) To determine the number of months so worked,
    - (i) the total number of teaching days worked in the particular school year shall be divided by the average number of days per month in such year, and



- (ii) a short year shall have been completed if the teacher had worked a number of school days at least equal to the number of school days in the five months containing the least number of school days.
  - (d) Any months of experience completed in excess of the minimum short year shall be combined with the short year to form a year of experience before being credited to any additional experience.
  - (e) If a teacher is employed for less than 100% time classification or less than a full school year, then the amount of experience accrued by such teacher shall be prorated in accordance with that percentage time classification or percentage of the full school year that such teacher was employed to teach.
- 4.05 The "qualified experience" of a teacher while on pregnancy/parental leave shall be determined in accordance with clause 19.12.
- 4.06 (a) **Effective September 1, 2003 related work experience shall be recognized for teachers in any subject/program area, provided that the work experience is:**
- (i) **related to the subject(s)/program for which the person holds qualifications;**
  - (ii) **in excess of that required for teacher certification;**
  - (iii) **composed of employment in industry, business or other related employment (summer and volunteer work being excluded) as documented.**
- (b) **There shall be a limit of ten years experience advancement on the salary scale, to the maximum, as per Article 12.**
  - (c) **A joint committee consisting of three members appointed by the Teachers and three administrative representatives of the Board will review all applications for related work experience and determine the related work experience to be granted to an applicant.**
  - (d) **A teacher requesting consideration for related work experience shall apply in writing to the Superintendent of Personnel Services on or before October 1 of the school year. The Board will inform the teacher in writing by October 15 of its decision and any adjustment in salary shall be retroactive to the beginning of that school year.**
  - (e) **No teacher shall be granted related work experience more than once during the teacher's employ with the Board.**

4.07

Notwithstanding other clauses in Article 4, the Board may employ a teacher who, for the previous 12 months was employed by the Board but not as a teacher, at a beginning salary other than that established by this Collective Agreement provided that:

- (i) the salary paid does not exceed the salary the individual earned in the previous 12 months by more than 4%;
- (ii) any time on a leave of absence shall be disregarded and not used for the purposes of meeting the 12 month requirement or the salary earned;
- (iii) the salary is not less than the salary set out in this Collective Agreement for a teacher with the same qualifications and qualified experience;
- (iv) the salary at no time exceeds the maximum salary payable to a teacher with the same qualifications;
- (v) the salary is agreed upon prior to beginning employment;
- (vi) the salary is red-circled by limiting future increases to 4% per year until such time as the salary payable under the Collective Agreement for the teacher's qualifications and qualified experience exceeds the initial salary plus annual adjustments; and
- (vii) a list, including name, previous position, placement on the salary scale and actual salary, of teachers hired under these provisions shall be sent yearly to the President of the unit.

## ARTICLE 5

## STAFF ALLOCATION

- 5.01 (a) The Board shall not exceed a Board-wide elementary school staffing ratio of 18.1:1 full-time equivalent elementary school students for every full-time equivalent elementary school teacher as per the TCDSB Superintendency Staffing and Enrolment Summaries as of October 31<sup>st</sup> in each school year. The Board shall not exceed a 25 class size average as per the Education Act in classes from Junior Kindergarten to Grade 8. This ratio shall exclude the following categories of teachers on the report: teachers on exchange, on Loan DND, on Loan OECTA, on Loan Science Centre, in Section 27 agreements, on Special Assignment, on Special Leave, on leave of absence, on statutory pregnancy/parental leave and Supernumeraries or Ontario “Teacher qualified” International Languages Instructors. The Board may hire additional teachers but such action shall not obligate the Board to retain teachers in excess of the above Board-wide elementary school staffing ratio.
- 5.01 (b) The staff generated by 5.01 (a) shall be allocated according to the procedures outlined in 5.06. No changes shall be made to the method of allocation of staff to individual schools unless the procedures set out in 5.06 are followed.
- 5.01 (c) Effective September 1, 2001 the following are the maximum class loadings for the staffing of elementary schools, based on September 30 enrolments.

Class	
JK	21 (1/2 DAY)
SK	24 (1/2 DAY)
1	25
2	25
3	29
4	33
5	33
6	33
7	33
8	33

In the case of a class which contains students in more than one grade level, the class loading maximum shall be that which applies to the majority of the students in the class. In the event that there is no majority because of a tie, then the lower class size of classes that are tied shall apply.

- (i) The maximum class loadings set out in 5.01 (c) may be exceeded by one (1) student in any one (1) class.
  - (ii) Where a teacher considers that the teacher's class loading is unreasonable, the matter may be referred to the OECTA staff representative for consideration by the LSSAC and the Principal. If the matter is not resolved five (5) school days after it has been referred to the principal and the LSSAC, the matter may be referred to the appropriate superintendent of education. If the matter is not resolved five (5) school days after it has been referred to the superintendent of education, the teacher may refer the matter to the Staff Allocation Committee for further consideration, via either co-chairperson. The other co-chairperson shall forthwith be advised and a meeting of the Staff Allocation Committee shall be called within five (5) days. The decision of the Staff Allocation Committee shall be final and binding. In the event that the SAC does not make a decision, the matter, together with a report from each co-chair, may be referred to the Director of Education, whose decision shall be final and binding.
  - (iii) Class loading problems that may arise under Article 5.01(c) of the Collective Agreement shall be resolved as soon as is reasonably practicable after receipt by the Board of the Monthly Principals' Report for September 30. It is understood that, barring special circumstances, any such problems will be resolved by October 15.
- 5.02 (a) Each teacher shall have not less than 40 consecutive minutes for a lunch break in accordance with Regulation 298 made under the Education Act.
- (b) The Board shall continue its program to provide one lunchtime supervisor per school, to assist schools with the supervision of students during their lunch break, in all schools which do not have a supervisor of students under 5.08.
- 5.03 (a) Effective January 1, 2001, a full time teacher shall have 150 minutes per week or the equivalent thereof, free from teaching and non-teaching duties, exclusive of the lunch break, to be used for planning and evaluation. If a teacher is employed to teach for less than full time, the planning and evaluation time for such teacher shall be pro-rated accordingly. Planning and evaluation time shall be in blocks of no less than fifteen minutes.
- (b) Notwithstanding the allocation of preparation time outlined in Article 5.03(a), scheduling difficulties will be referred to the Joint Staff Allocation Committee for resolution.

- (c) The provision of the 150 minutes planning and evaluation time shall not result in additional staff to a school's staffing model.
- 5.04**
- (a) **No teacher shall be assigned supervision duties beyond an average for the school of eighty (80) minutes per week;**
  - (b) **Each school shall endeavour to achieve supervision time of an average for that school of sixty (60) minutes per week for each teacher;**
  - (c) **There may be schools that require supervision time in excess of an average for the school of sixty (60) minutes per week due to local conditions at those schools;**
  - (d) **If a school does not meet these guidelines, the issue of supervision may be referred to the Staff Allocation Committee (SAC) established by Article 5;**
  - (e) **If the matter is not resolved by the SAC, it may be referred to the Superintendent responsible for the school.**
- 5.05** **It is the intent of the parties that the assignment of teaching load, class size, teaching time, supervision duties and other related assignments will be done in a fair and equitable manner for all teachers.**

#### Staff Allocation Committee

- 5.06** (a) There shall be established a Staff Allocation Committee (the "Committee") composed of five (5) representatives of the Teachers appointed by the Unit Executive of OECTA and five (5) representatives of the Board. The representatives of the Teachers and of the Board shall each nominate one of their number as a Co-Chairperson.

During each school year three (3) teacher members of the Staff Allocation Committee shall be given paid leave of absence for ten (10) days each for the purpose of consulting with the principals and the Local School Staffing Advisory Committees. Such teachers shall be appointed by OECTA but shall not be teachers who are afforded any other paid leaves of absence during such year unless approved by the Director of Education.

Such teachers shall be accountable for their daily work schedule to the Staff Allocation Committee and any change in such schedule shall be reported promptly to the Board. Such changes shall also be reported at the next following Staff Allocation Committee meeting.

- (b) The name of each Teacher member of the Committee for a school year shall be forwarded to the Director of Education and the Board

Co-Chairperson of the Committee not later than the March 31 preceding that school year, whenever possible.

The name and position of each of the senior administrative officials of the Committee shall be forwarded to the Teachers' Co-Chairperson of the Committee no later than the March 31 preceding that school year, whenever possible.

- (c) The function of the Committee shall be:
- (i) to discuss and recommend changes in the existing staffing factors;
  - (ii) to recommend methods for allocating staff to the schools;
  - (iii) to develop a School Staff Allocation form which shall be reviewed by the Committee in the month of January;
  - (iv) to monitor the application of staff allocation;
  - (v) to assist in resolving class loading matters;
  - (vi) to monitor and resolve issues regarding the implementation of planning and preparation time.
  - (vii) to receive the Monthly Principals' Report for September 30 by October 15, October 31 by November 15 and March 31 by April 15 as well as any specific staffing status report as developed from time to time by the SAC from the co-chairpersons of each Local School Staffing Advisory Committee (LSSAC), and by April 30 a copy of each elementary school's tentative staffing model as per 9.01; and
  - (viii) to distribute supervisors of students to schools which provide instruction in the International Languages Extended Day Program;
  - (ix) to examine and report by April 30 on the impact of the International Languages Program on the organization of the schools' timetables.
- (d) The Committee shall be convened by the Board Co-Chairperson not later than October 31 in each school year for an initial meeting. Thereafter the Committee shall meet within fifteen (15) days of a request therefor by either Co-Chairperson. An agenda for each meeting shall be prepared prior thereto by the Co-Chairperson. Meetings following the October meeting shall be chaired by the Teachers' nominee as Co-Chairperson and thereafter alternatively by the Board's nominee and the Teachers' nominee.

- (e) Representatives on the Committee of either the Teachers or the Board may at any Committee meeting submit one or more proposals to change the existing staffing factors. Such proposals shall be discussed at such meeting. All recommendations should be determined by consensus. If consensus cannot be obtained, the representatives who had not initiated the proposal shall be permitted twenty (20) school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and Teacher representatives on the Committee do not agree on the disposition of the proposal, such representatives shall prepare and table at a Committee meeting separate reports on the proposal.
  - (f) Any reports on any proposals to change any existing staffing factors emanating from any meetings of the Committee referred to in (d) shall be included in the agenda of the next meeting of the Director's Council which takes place no earlier than one week after the meeting of the Committee at which such reports were tabled. A representative from the Teachers on the Committee may speak to such reports.
  - (g) After such meeting of the Director's Council such reports shall be included on the agenda of the next meeting of the Board's Human Resources Committee along with any recommendations from the Director. A Teachers' representative from the Committee may speak to such reports.
  - (h) Following such meeting of the Human Resources Committee, such reports shall be included on the Agenda of the next Board meeting within the report of the Human Resources Committee for the particular month. A Teachers' representative from the Committee may speak to such reports whether the Board is meeting in public or private session.
  - (i) The Board Co-Chairperson shall inform the Teachers' Co-Chairperson of the disposition of the reports after each meeting of the Director's Council, the Human Resources Committee and the Board.
- 5.07 (a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every school and shall hold its first meeting by the end of the second week of September. Following this meeting the LSSAC shall report at a meeting of the full teaching staff of the school no later than the end of the third week of September and may present a written summary of items discussed under 5.07(d)(ii).
- (b) The Committee (LSSAC) shall consist of:
    - (i) 10% of the full-time equivalent teachers, rounded to the nearest whole number (a minimum of three), as elected by the teaching

staff. One of these teachers shall be elected by the teacher members of the LSSAC to act as secretary of the committee.

- (ii) Any vice-principal of the school (not included in the 10% above).
  - (iii) The LSSAC committee shall be co-chaired by the Principal and the OECTA Staff representative.
- (c) The term of office of this committee (LSSAC) shall be from September 15 to September 14 of the following school year. If any of the teacher representatives resign from the committee or leave the school prior to the end of the school year, the staff shall elect a replacement.
- (d) The duties of the LSSAC shall be as follows:
- (i) to meet at the call of either co-chair but not less than once per school term during the school year,
  - (ii) to advise the principal regarding:
    - the school staffing priorities,
    - the development of the tentative staffing model for the following school year as in Article 9,
    - teacher instructional workload distributions and instructional assignments arising from the distribution of staff within the school,
    - the school supervision and lunch break arrangements,
    - the suggestions or requests of any teacher(s) who makes submissions to the committee regarding the above, and
    - the completion of reports requested from time to time by the Staff Allocation Committee,
  - (ii) to report at a meeting of the full teaching staff of the school no later than Friday of the final week of October and no later than Friday of the third week of April and on a regular basis but not less than once a term, and
  - (iv) to keep notes of all the proceedings of the LSSAC and to make such notes available to all teaching staff.



- 5.07 (e) In any school without a vice-principal, a principal may designate teachers on an ad hoc basis, to act, in the Principal's absence, in response to a situation that may affect the safety and security of staff and students.
- 5.08 (a) Provided instruction in the International Languages Extended Day Program is continued, the Board shall provide supervisors of students to be allocated by the Staff Allocation Committee. These supervisors of students shall be hired for the International Languages extended day schools to supervise those students who are not participating in or supervised through the International Languages program, and to provide lunchtime supervision in such schools.
- (b) The foregoing arrangement will allow each regular classroom teacher who has students scheduled to have International Language instruction, unassigned time equivalent to this International Languages extended day instructional period. All other teachers shall have unassigned time exclusive of recesses and lunch break during the extended day. The unassigned time shall be equal to the length of the extension of the school day as a result of the International Languages instruction. Unassigned time due to International Languages extended day shall be exclusive of planning and evaluation time.
- (c) In the event that a teacher supervises students due to the absence of an International Languages instructor, or a replacement for the International Languages instructor, the Board, upon application in writing by the teacher and verification by the principal, will pay such teacher, in addition to the teacher's regular salary, at the rate of \$14.00 per hour for each hour of supervision.
- (d) In the event that a teacher supervises students due to the absence of a supervisor of students, or a replacement for the supervisor of students, the Board, upon application in writing by the teacher and verification by the principal, will pay such teacher, in addition to the teacher's regular salary, at the rate of \$14.00 for each hour of supervision.

## ARTICLE 6

## POSITIONS OF RESPONSIBILITY

- 6.01 (a) The Board shall request applications to fill any position of responsibility by means of a notice which shall be included in the Director's Bulletin. The notice shall precede any public advertisement except when schools are closed or in an emergency. A copy of the Bulletin shall also be addressed and sent directly to the OECTA representative in each school.
- (b) An applicant for a position of responsibility who does not have the experience and qualifications, or the recommendation of the appropriate superintendent as stated in the notice will not be granted an interview but shall be advised in writing as to the reason(s) why the interview was not granted. If the applicant has the experience and qualifications and recommendation of the appropriate superintendent, as stated in the notice, the applicant shall be granted an interview. All candidates who have been interviewed shall be informed in writing within thirty (30) days of the conclusion of the interviews as to whether they have been shortlisted. Upon request, unsuccessful candidates shall be granted an interview with the chairperson of the interviewing committee or appropriate supervisory officer in which the reason(s) why the candidate was not selected shall be discussed.
- (c) (i) The short list for all positions of responsibility shall be sent on a confidential basis to the President of OECTA within 30 days after the list has been approved by the Director.
- (ii) All new appointments to positions of responsibility shall be announced in the Director's Bulletin.
- 6.02 (a) Resource teachers shall be appointed for a three (3) year term but during the first year thereof are on probation and may be relieved.
- (b) A resource teacher who will have completed the three year term may, before December 31 preceding the end of the school year, apply to the Director of Education for a three (3) year extension of such term. Such extension may be granted at the discretion of the Director of Education but the term may not be extended beyond a sixth year. An incumbent is not eligible to apply for any resource teacher position during the annual request for such applications.

However, if a second notice is required for any resource teacher position because there is no applicant for the position who is considered competent therefor by the Director of Education, then the incumbent resource teacher may apply.

- (c) A resource teacher who prior to taking an approved leave had not completed the term thereof, or as it may have been extended, shall upon return from such leave,
  - (i) in the case of a statutory leave under section 22.01 have the term as resource teacher extended by the length of such leave and to a date being the end of the school year immediately following;
  - (ii) in the case of an extended parental leave under section 22.05 and 22.06 have the term as resource teacher extended by one school year; and
  - (iii) in the case of any other approved leave, if the teacher is reassigned as a resource teacher the term of such appointment shall be extended by the length of such leave and to a date being the end of the school year immediately following.
- (d) A resource teacher shall be informed by the May 15 immediately preceding the end of the first three year term whether such teacher is to be continued for a second three year term.
- (e) Notwithstanding (a), (b) and (c), if the Board at any time or times determines that the number of resource teachers in a particular specialty shall be reduced it may reduce the term of any resource teachers in such specialty provided it does not extend the term of any resource teachers in such specialty.

6.03 Assessment and Programming Teachers will be appointed for an indefinite term. If such teacher is not to be continued in the position for any reason, the teacher shall so be informed by May 15 of the preceding school year.

6.04 Subject to section 11.01, the Board may relieve a teacher from a permanent position of responsibility or as a resource teacher provided that the reason for demotion is given in writing to the teacher.

6.05 The Board shall notify the Teachers of the allowance or salary for a newly created position of responsibility within five (5) days of the filing thereof and the Board shall discuss promptly such allowance or salary with the Teachers. Any changes requested by the Teachers, with which the Board agrees, shall be retroactive to the date of the filing of such position.

- 6.06 The Board will, under normal circumstances, appoint a replacement for a principal who has been absent in excess of 20 consecutive school days or when it is known that the absence will be in excess of 20 consecutive school days.

## ARTICLE 7

## TRANSFER AND PLACEMENT PROCEDURES

## General

- 7.01 (a) Transfer Request Forms will be available by January 1 in the schools/other work places. Any teacher wishing to apply for transfer to another position, effective September 1, shall complete the form provided and submit it to the **Human Resources** Department. Transfer requests will be received until May 16; however, teachers are encouraged to submit transfer requests before March 1, as the transfer period begins April 30. All teachers who have requested a transfer shall have their names placed on the Teacher Transfer and Placement Request List.
- (b) All transfer requests received by the **Human Resources** Department on or before March 1 will be compiled and the lists will be distributed as appropriate to superintendents of education, principals and OECTA school representatives. As of April 1, a supplementary list of transfer requests will be compiled and distributed as appropriate to superintendents of education, principals and OECTA school representatives. The list will be available for distribution by the 15th of each month respectively.
- (c) Upon receipt of the listing the OECTA representatives shall post it on the school/other work place bulletin board. Such list shall include all transfer requests, setting out only the school and present assignment of the teacher and the type(s) of position(s) and school(s) to which the teacher desires a transfer. Teachers returning from leave of absence and teachers surplus to the staffing model of a school/other work place shall be included.
- (d) A teacher who has accepted a regular transfer or exchange transfer shall not be entitled to request an additional transfer or exchange transfer during that transfer period.

## Regular Transfer Procedures

- 7.02 (a) The transfer and placement period will commence on April 30 and continue until the end of the third week in June. As of June 1 open positions may be filled by external applicants.

- (b) The principals will consult with their superintendent of education regarding the placement of any teacher(s) available on the teacher transfer and placement lists.
- (c) A teacher may consult with the superintendent of education for the relevant area regarding placement.
- (d) In approving transfers, superintendents of education may consider the educational needs of the sending school and the educational needs of the receiving school.

### Open Transfer Procedures

- 7.03 (a) An open transfer is one for which the teacher requests to be assigned to any other elementary school superintendency and is prepared to accept any assignment for which the teacher is qualified. The teacher is notified prior to the commencement of the March Break as to whether or not such request shall be granted, but may not be advised of a specific placement until the end of the normal transfer process. Open transfers shall not apply for transfer requests between elementary and secondary schools.

AS SOON AS THE TEACHER IS NOTIFIED THAT THE REQUEST SHALL BE GRANTED, THE TEACHER'S CURRENT TEACHING POSITION SHALL BE DECLARED OPEN. SUBJECT TO THE SCHOOL STAFFING MODEL, THE TEACHER'S CURRENT TEACHING POSITION SHALL BE LISTED ON THE LIST OF TENTATIVE POSITIONS.

- (b) Any teacher wishing to apply for an open transfer shall complete an open Transfer Request Form which shall be available in the school by January 1.
- (c) Applications for open transfer shall be received by the **Human Resources Department** only during the month of January.
- (d) The **Human Resources** Department shall prepare a list of all applicants and submit that list to the appropriate superintendents by February 14. Teachers shall be informed in writing as to whether they shall or shall not be receiving an open transfer prior to the commencement of the March Break.

TEACHERS WHO HAVE BEEN ADVISED THEY WILL BE RECEIVING AN OPEN TRANSFER WILL NO LONGER BE ELIGIBLE FOR THE REGULAR TRANSFER PROCEDURES.

- (e) A TEACHER WHO HAS APPLIED FOR AND HAS BEEN GRANTED AN OPEN TRANSFER MUST ACCEPT THE ASSIGNED PLACEMENT.

#### Exchange Transfer Procedures

- 7.04 (a) A teacher who has completed the probationary period and who is not experiencing significant difficulty in performing as a teacher as verified by the teacher's superintendent of education may apply for an exchange transfer with a teacher in another school by forwarding all pertinent information (name, current position/assignment, school and specialty desired), on the Transfer Request Form between January 1 and June 1.
- (b) Teachers whose names appear on the transfer lists and who have requested an exchange transfer may make contact with each other to arrange exchanges of positions during the transfer period. The teachers involved in any tentative exchange will notify the principals concerned of any such possible exchange forthwith.
- (c) All exchange transfers are conditional upon the approval of the principals concerned and the appropriate superintendent(s) of education.
- (d) Teachers and principals must sign the appropriate form indicating concurrence with the exchange transfer arranged.
- (e) Approved exchange transfers will become effective on September 1 of the same calendar year.
- (f) Such exchange transfers shall be in force for one academic year. Subsequently, upon the mutual agreement of the two teachers and the principals concerned made by March 31 of such academic year such exchange transfers shall be deemed permanent. If there is no such agreement, each teacher shall return at the completion of the academic year to the former school.
- (g) In the event that there is a surplus of teaching positions which affects either of the exchange transfer arrangements:
- (i) The teacher who has accepted the surplus position must accept for the period of the exchange transfer a placement provided by the appropriate superintendent of education.
- (ii) At the end of the exchange transfer year, if there is no agreement to make the exchange transfer permanent, the teacher(s) whose former position(s) has become surplus must accept a position provided by the appropriate superintendent of education.

- (h) An applicant may request a transfer concurrent with an exchange transfer.

#### Return from Leave

- 7.05 (a) Any teacher on a leave of absence which commenced before February 1 of the current school year, and who is due to return September 1 shall notify the **Human Resources** Department by March 1 on the form which will be provided; or in writing if such has not been received by the teacher, of that teacher's intention to resume teaching or otherwise.
- (b) Any teacher who has failed to so notify the Board but who has the right to return on September 1 and so informs the Board at a date later than March 1 but before the first school day in September shall be placed where needed in any of the Board's schools/other work places.

#### Transfer to Part-time Teaching

- 7.06 (a) A teacher wishing to teach on a part-time basis shall complete **and submit a Transfer Request Form in accordance with** clause 7.01(a) and the request shall be included as an addendum to the list referred to in clause 7.01(b).
- (b) The Board is not obliged to return a teacher to teaching on a full-time basis but any application therefor will be given due consideration.
- (c) A part-time teacher who has completed the form referred to in clause 7.01(a) and who in the view of the Board is qualified for and able to perform satisfactorily in the available position, shall be given priority over applicants not covered by this Collective Agreement at the time of application for any full-time position for which the teacher is qualified.

#### Job Sharing

- 7.07 (a) Any teacher wishing to teach under a job-sharing arrangement shall complete a Transfer Request Form. The teacher shall indicate on the form that the application is for Job-Sharing. Completed forms shall be forwarded to the **Human Resources** Department between January 1 and June 1. The names of all teachers who have applied will be set out in a Job- Share List as part of the Transfer and Placement List.
- (b) Any teacher on the job-sharing list may contact other teachers on the list, the appropriate principals or superintendents of education.
- (c) Principal(s) and teachers shall consult to determine the form job-sharing will take (half day, half week, alternate days, half year, etc.) in order to



meet the educational needs of the school. The final arrangement shall be subject to the approval of the superintendent.

- (d) In determining a sharing arrangement clause 4.04(e) shall apply. If applicable, the teacher shall also complete the appropriate authorization form required by the Teachers' Pension Plan Board and the Toronto Catholic District School Board.

Other

- 7.08 A teacher shall not receive a transfer unless the teacher's name has been placed on the Teacher Transfer and Placement Request List, except in special circumstances as approved by the appropriate superintendent.
- 7.09 Notwithstanding the procedures outlined above, the Board may place or transfer teachers at any time to meet the educational needs of its schools.

## ARTICLE 8

## PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL

## Calculation of Seniority

- 8.01 (a) A teacher shall be on probation for a period of two years or one year where the teacher has at least three years experience in Canada. A teacher who takes a leave of absence in excess of 20 working days for any purpose while on probation shall have the probation period extended by the duration of the leave
- (b) For the purposes of this agreement a teacher's seniority shall commence with the date of the teacher's most recent hiring as an elementary teacher (other than as a result of a recall after a layoff) by the Board and shall be maintained and accumulated so long as the teacher remains in the employ of the Board as an elementary teacher. The seniority of a teacher hired as an elementary teacher before September 1, 1998 shall be calculated as the most recent hiring date of that teacher in either panel (other than as a result of recall after layoff) by the Board and shall be maintained and accumulated so long as the teacher remains in the employ of the Board as an elementary teacher and shall include:
- (i) a layoff within any period during which the teacher was entitled to be recalled;
  - (ii) any sickness or accident;
  - (iii) any authorized leave of absence; and
  - (iv) any period of secondment to another organization, authorized by the Board.
- (c) Date of hire is the day on which the teacher began to work for the Board or the date established by the Education Act.
- (d) If in the calculation of a teacher's seniority for the purpose of this Article, such seniority is equal to that of one or more other teachers, such seniority shall be adjusted in order to break the tie by the length of service with the Board prior to the teacher's most recent hiring by the Board. If as a result of such adjustment the teacher's seniority remains equal to that of one or more other teachers, the teacher's seniority shall be further adjusted in order to break the tie by the length of any service the teacher has had as a teacher employed by any school board in the Province of Ontario at any time. If as a result of such

further adjustment the teacher's seniority remains equal to that of one or more other teachers, the teacher's seniority shall be further adjusted in order to break the tie by the length of the teacher's service while employed as a teacher anywhere which, if the teacher had been employed at the time in said Province, would have been credited as experience under the statutes or regulations then in force in said Province.

If as a result of such further adjustment the teacher's seniority remains equal to that of one or more other teachers, the teacher's seniority shall be further adjusted in order to break the tie by using the most recent date on which the teacher was accepted for inclusion on the Occasional Teachers' List prior to employment with the Board as a statutory teacher.

If as a result of such further adjustment the teacher's seniority remains equal to that of one or more other teachers, the teacher's seniority shall be further adjusted in order to break the tie by using the length of any prior employment with the Board in instructional or support staff assignments.

- (e) The Board shall not be required to make the calculations set out in 8.01(d) except to determine redundancy among teachers of equal seniority under 8.01(b).
- (f) Teachers employed on a temporary or casual basis are not included in these seniority provisions.

#### Loss of Seniority

8.02 Seniority and seniority rights shall cease if a teacher:

- (i) retires or resigns the teacher's employment with the Board other than as a result of a layoff;
- (ii) is dismissed and the teacher is not reinstated;
- (iii) is laid off for at least 25 consecutive months; or
- (iv) fails, following the teacher's layoff, to notify the Board within five (5) working days of the Board sending the teacher notice of recall by registered letter or telegram of the teacher's intention to return or, in accordance with section 8.06(a)(iii), after having so notified the Board of the teacher's intention to return, fails to report for work on the date and at the time specified in the Board's notice.

### Seniority Lists

- 8.03 (a) A seniority list shall be maintained by the Board for elementary school teachers who are members of OECTA.
- (b) The format of the seniority list shall be chronological by date of most recent hire.
- (c) The seniority list shall be updated each year as of November 30. The list shall be posted, as soon as possible after November 30, on the bulletin board in each school/other work place covered by the list. Any teacher who believes that the teacher's seniority is not correctly listed or the teacher has been omitted from such list may take the matter up with the President of the elementary OECTA unit who may then discuss the matter with the Superintendent of **Human Resources** or other person designated by the Board. Where discrepancies in the seniority list are brought to the attention of the Board and the discrepancy verified, a revised list shall be provided to the Unit President by March 1.

### Layoff Procedures

- 8.04 (a) Where there is a redundancy of teachers in the elementary panel, such teachers shall be laid off in reverse order of their seniority ranking but the Board may retain sufficient teachers who possess the necessary qualifications and experience to perform the duties of the available positions.

### Layoff and Recall Lists

- 8.04 (b) (i) The Board will provide to the Unit President within ten (10) working days after notice of layoff the names of those teachers to whom layoff notices have been sent.
- (ii) The Board will provide the Recall List to the Unit President within ten (10) working days after layoff.
- (iii) The Board will notify the teachers on the Recall List of their ranking on this list.
- (iv) Upon the request of the Unit President, the Superintendent of Education for **Human Resources**, or designate shall update the President on the status of recall activities, including those situations in which one or more teachers have been recalled outside of their ranking on the seniority list.

## Recall Procedures

- 8.05 (a) In the event the Board intends to hire teachers in the elementary schools, it shall recall individuals on the recall list in accordance with their seniority ranking within the elementary schools if they have the qualifications and experience required by the Board to perform the duties of the available positions.
- (b) In the instance that a teacher declared redundant has more seniority than a teacher who has not been declared redundant and that the teacher declared redundant presents the Board, prior to April 15, with evidence of additional qualifications (which may include evidence of course(s) which will be completed by the end of August) obtained since being declared redundant, then the Board shall consider such qualifications when staffing schools for the following September.
- 8.06 (a) In recalling teachers, the following steps shall be adhered to:
- (i) notice of recall shall be sent to the teacher by registered mail or telegram to the last address which the teacher has recorded with the Board;
  - (ii) the notice shall stipulate the job to which the teacher is being recalled, its probable duration and the proposed time and place to report;
  - (iii) the teacher shall indicate that teacher's acceptance as promptly as possible prior to such time but in any event within five (5) working days of the sending of such registered letter or telegram;
  - (iv) teachers who accept the recall and report for duty at the time and place specified will be rehired for the job in accordance with their seniority ranking under all conditions of tenure and employment which pertained prior to interruption of service with the Board;
  - (v) the Board shall be entitled to fill any job with an occasional teacher pending rehiring of teachers with recall rights;
  - (vi) a teacher who is unable to report for work as specified in that teacher's notice of recall because of injury, illness or other reasonable excuse and who:
    - (A) informs the Board of the injury, illness or other reasonable excuse prior to the time specified in part (iii) above,

- (B) confirms in writing as soon as possible that the teacher has so informed the Board of the injury, illness or other reasonable excuse, and
  - (C) provides satisfactory medical or other evidence of such injury, illness or other reasonable excuse, shall not lose recall rights solely because of the teacher's failure to so report; and
- (vii) a teacher who fails to accept that teacher's recall or report for work as specified in this clause shall lose all recall rights, except as otherwise specifically provided.
- (b) A teacher who has been laid off from a full-time position shall have the option of accepting, or refusing without loss of recall rights, a part-time or assigned occasional teaching position with the Board. If such teacher does accept such position, that teacher shall not be considered by the Board for any other teaching position with the Board concurrent with such part-time or assigned occasional position. If, as a result of an event beyond the control of the Board, such part-time or assigned occasional position is converted into a full-time or regular position respectively, the Board may appoint or assign thereto the incumbent in such part-time or assigned occasional position without following the procedure described in clauses 8.06(a) (i), (ii) and (iii).
- (c) A teacher who has been laid off shall be assigned to the occasional pool for occasional teaching provided that such teacher:
- (i) has informed the Board in writing that the teacher wishes to act as an occasional teacher in such occasional pool, and
  - (iii) is readily available.
- 8.07 The notice of layoff shall state the reason for termination is solely due to redundancy. Such notice shall be sent via registered mail to the teacher's last known address or via hand delivery by the supervisory officer to the teacher. Such notice must be given by November 30 to take effect December 31 or by May 15 to take effect June 30.
- 8.08 Teachers who elect to resign from the Board shall give notice by November 30 to take effect December 31 or by May 15 to take effect June 30. Such notice may be waived by mutual agreement.

## ARTICLE 9

## STAFFING MODELS, TEACHER SURPLUS, AND PLACEMENT PRIORITIES

## STAFFING MODELS

## 9.01

- (a) Each school principal shall consult with the Local School Staffing Advisory Committee during the first three weeks of March about:
- (i) the projected enrolment for the coming school year;
  - (ii) the allocation based on that enrolment; and
  - (iii) the organization of the school based on the above.
- (b) Following this consultation, a tentative staffing model based on the above shall be established by the principal for the following school year. This model shall include any available positions as well as the names of any teachers who may be surplus to such model. This model shall be forwarded to the superintendent of education for approval after which it shall be forwarded to the **Human Resources** Department by March 31.
- (c) (i) Teachers declared surplus in a school will be those who have volunteered or who have the least seniority with the Board, except for the following exclusions:
- Teachers in their first year of teaching with the Board;
  - Teachers on the Improvement strand of the Board's AGI Model;
  - Teachers declared surplus and reassigned within the past two (2) years;
  - Teachers transferred into the school within the current school year;
  - or
  - Teachers who have returned from an extended sick leave (in excess of six (6) calendar months).
- (ii) Where the principal decides that an alternate choice best meets the curriculum needs of the school, such choice will be made in consultation with the school superintendent. The teacher declared surplus may, with the TECT president or designate, meet with the principal and superintendent to review the decision.
- (d) Any changes after March 31 in the tentative staffing model which cause change in the number and type of available positions or the number of surplus teachers will be reported immediately by the principal, as

approved by the appropriate superintendent of education, to the **Human Resources** Department. Any teacher declared surplus after March 31 shall be informed forthwith in writing by the principal or superintendent of education of such status on the form(s) developed by the Board/Teacher Staff Allocation Committee.

- (e) Superintendents of education shall give priority to the transfer of a teacher who is surplus to a staffing model, provided that such priority is restricted to the entire curriculum support unit wherein the superintendents of education have jurisdiction.
- (f) Prior to the completion of such a transfer or other involuntary transfer, the teacher has the right to consult with the present principal and the appropriate superintendent of education as to the reason therefor. If the teacher consults with the superintendent of education then the teacher has the right to be accompanied by a representative of OECTA.
- (g) Listings of tentative positions in the elementary panel and the secondary panel will be sent to the superintendents of education, principals, and OECTA school representatives in the first week in May, with updated listings to follow in the third week in May and soon after the first week in June. Such listings of tentatively available positions shall include those new positions created due to new or expanding schools, and new or expanding programs.
- (h)
  - (i) Teachers will be informed of their teaching assignments for the following school year no later than **April 30** based on the tentative staffing model as referenced in 9.01(b);
  - (ii) **Teachers may apply for a transfer no later than May 16;**
  - (iii) **Teachers will be allowed to submit a transfer request after a notification of involuntary transfer/reassignment has been given.**
- (i) Guidance Counsellors will be appointed for an indefinite term. If such teacher is not to be continued in the position for any reason, the teacher shall be so informed by May 15 of the preceding school year.
- (j) In the event that there is a proposed change in the work assignment of a teacher within the school, the teacher shall have the right to request a meeting with the school principal to discuss the matter and to be accompanied by a representative of OECTA.

9.02 The Board may however, retain sufficient teachers who possess the necessary qualifications and experience to perform the duties of the available positions.



## PLACEMENT PRIORITIES

### 9.03

Before placing any external teaching applicants for September 1 of any year, superintendents/ principals shall give consideration for placement to the following groups:

- (i) the list of teachers surplus to the Staffing Model of their school(s)/workplace(s) in that superintendency, and the list of teachers who are returning from any leave including secondment, extension of pregnancy/parental leave and/or loan to outside agencies and who have advised the **Human Resources** Department, prior to March 1, of their intention to return to teaching effective September 1;
- (ii) until May 31, the list of teachers who apply for transfer prior to March 1;
- (iii) the list of redundant elementary school teachers; and
- (iv) the list of redundant secondary school teachers, where qualified.

9.04 Any external advertisements for teaching positions during the school year will be advertised in the Director's Bulletin and shall precede any public advertisements.

## ARTICLE 10

## MANAGEMENT RIGHTS

- 10.01 (a) The Teachers acknowledge that it is the exclusive function of the Board to manage and to determine educational policies **and procedures** consistent with the rights and objectives of a Roman Catholic separate school system in Ontario except as may be contrary to the provisions of this agreement or to the Acts and Regulations of the Province of Ontario.
- (b) The management function of the Board includes the right to make, change and enforce **reasonable** rules and regulations not inconsistent with the provisions of this agreement. Upon a specified request of the Teachers, the Board shall consult with the Teachers prior to the implementation of major changes in policy or procedures which may affect them.
- 10.02 Every teacher who is eligible to be a separate school supporter as provided in the Education Act shall become and remain a separate school supporter during the course of the teacher's employment by the Board unless:
- (i) the teacher resides outside the City of Toronto,
  - (ii) the separate school board to whose schools the teacher would otherwise send that teacher's child or children does not provide a program or specialized assistance required or advisable for such child or children,
  - (iii) such a program is part of the regular curriculum of this Board or such specialized assistance is provided by the Board, and
  - (iv) such required or advisable program or specialized assistance is provided by the public school board in the municipality in which the teacher resides and would be available to such child or children.
- 10.03 The Board will seek input from the Teachers when reviewing established policies and procedures and will inform the Teachers of proposed changes prior to implementing.

**10.04**            **The Teachers and the Board agree their representatives will meet at the request of either party to discuss and make recommendations on matters of mutual concern within fifteen (15) school days of such request being made or within such other mutually agreeable timeframe. The Teachers and the Board will each be represented by a maximum of three (3) representatives. The party requesting the meeting shall provide a proposed agenda with any request for such a meeting.**

## ARTICLE 11

## JUST CAUSE

- 11.01 (a) No teacher shall be reprimanded, suspended or demoted without just cause. In the event a teacher is so reprimanded, suspended, or demoted, that teacher shall be given the reason therefor in writing and failure to do so shall render such reprimand, suspension, or demotion nugatory.
- (b) It is understood and agreed that clause (a) above and section 11.02 shall have no application to a demotion as a result of a position being declared surplus as defined in Article 1.
- 11.02 In the event that the Board proposes to issue a letter of reprimand, or to suspend, demote or transfer a teacher as a disciplinary measure, the teacher shall have the right to request a meeting with the appropriate Board officials to discuss the matter and to be accompanied by a representative of OECTA.
- 11.03 In the event that the Board proposes to dismiss a teacher for a reason other than redundancy, the Board shall provide the Teacher with 30 days written notice of termination of employment. Such notice shall state the reason(s) for termination. Such notice shall be sent by registered mail to the teacher's last known address or via hand delivery by the supervisory officer or delegate to the teacher. A copy of such notice shall be sent immediately by FAX to the President of the OECTA elementary unit.
- The teacher shall have the right:
- (i) to request a meeting with the appropriate Board officials to discuss the matter and to be accompanied by a representative of OECTA; and
- (ii) to make representation to the Board, and to be accompanied by a representative of OECTA.
- 11.04 (a) Subject to clauses (b) and (c) below, the Board shall not without just cause dismiss a teacher employed by the Board.
- (b) It is understood and agreed that dismissals for denominational cause are not subject to the "just cause" requirement. In the event a teacher is dismissed for denominational cause that teacher shall be given the reason(s) therefor in writing.

- 11.05 A teacher who has been dismissed for other than denominational cause or redundancy, may elect within fourteen (14) days of receiving notice of such dismissal to grieve the dismissal through the grievance procedure, including arbitration.
- 11.06 A disciplinary letter placed in a teacher's file shall be reviewed by the respective superintendent, upon written request of the teacher, in order to determine whether or not such letter will continue to be held in the teacher's file.
- 11.07 No teacher shall be disciplined, demoted, discharged or suspended based on evaluation related to optional Professional and Staff Development or any voluntary activity.**

## ARTICLE 12

## TEACHERS' SALARY SCALES

12.01 The salaries payable by the Board to teachers whose category (Cat.) and experience have been determined in accordance with Articles 3 and 4 shall be as follows:

**Effective September 1, 2002**

<b>STEP</b>	<b>CAT.A0</b>	<b>CAT.A1</b>	<b>CAT.A2</b>	<b>CAT.A3</b>	<b>CAT.A4</b>
<b>0</b>	<b>31,894</b>	<b>34,668</b>	<b>36,256</b>	<b>39,964</b>	<b>41,550</b>
<b>1</b>	<b>34,017</b>	<b>36,975</b>	<b>38,660</b>	<b>42,768</b>	<b>44,605</b>
<b>2</b>	<b>36,139</b>	<b>39,281</b>	<b>41,065</b>	<b>45,570</b>	<b>47,661</b>
<b>3</b>	<b>38,259</b>	<b>41,586</b>	<b>43,468</b>	<b>48,374</b>	<b>50,715</b>
<b>4</b>	<b>40,381</b>	<b>43,893</b>	<b>45,873</b>	<b>51,177</b>	<b>53,771</b>
<b>5</b>	<b>42,504</b>	<b>46,200</b>	<b>48,277</b>	<b>53,980</b>	<b>56,827</b>
<b>6</b>	<b>44,625</b>	<b>48,504</b>	<b>50,681</b>	<b>56,783</b>	<b>59,882</b>
<b>7</b>	<b>46,746</b>	<b>50,811</b>	<b>53,085</b>	<b>59,587</b>	<b>62,937</b>
<b>8</b>	<b>48,868</b>	<b>53,118</b>	<b>55,490</b>	<b>62,390</b>	<b>65,992</b>
<b>9</b>	<b>50,990</b>	<b>55,424</b>	<b>57,894</b>	<b>65,191</b>	<b>69,048</b>
<b>10</b>	<b>53,113</b>	<b>57,730</b>	<b>60,297</b>	<b>67,995</b>	<b>72,103</b>

**Effective September 1, 2003**

<b>STEP</b>	<b>CAT.A0</b>	<b>CAT.A1</b>	<b>CAT.A2</b>	<b>CAT.A3</b>	<b>CAT.A4</b>
<b>0</b>	<b>32,851</b>	<b>35,708</b>	<b>37,344</b>	<b>41,163</b>	<b>42,797</b>
<b>1</b>	<b>35,037</b>	<b>38,084</b>	<b>39,820</b>	<b>44,051</b>	<b>45,943</b>
<b>2</b>	<b>37,223</b>	<b>40,460</b>	<b>42,297</b>	<b>46,937</b>	<b>49,091</b>
<b>3</b>	<b>39,407</b>	<b>42,834</b>	<b>44,772</b>	<b>49,825</b>	<b>52,237</b>
<b>4</b>	<b>41,593</b>	<b>45,210</b>	<b>47,249</b>	<b>52,712</b>	<b>55,384</b>
<b>5</b>	<b>43,779</b>	<b>47,586</b>	<b>49,725</b>	<b>55,600</b>	<b>58,532</b>
<b>6</b>	<b>45,963</b>	<b>49,959</b>	<b>52,202</b>	<b>58,486</b>	<b>61,679</b>
<b>7</b>	<b>48,148</b>	<b>52,335</b>	<b>54,678</b>	<b>61,374</b>	<b>64,825</b>
<b>8</b>	<b>50,334</b>	<b>54,712</b>	<b>57,155</b>	<b>64,262</b>	<b>67,972</b>
<b>9</b>	<b>52,520</b>	<b>57,087</b>	<b>59,631</b>	<b>67,146</b>	<b>71,120</b>
<b>10</b>	<b>54,706</b>	<b>59,462</b>	<b>62,106</b>	<b>70,035</b>	<b>74,266</b>

Effective August 31, 2004

**STEP    CAT.A0        CAT.A1        CAT.A2        CAT.A3        CAT.A4**

<b>0</b>	<b>33,508</b>	<b>36,422</b>	<b>38,091</b>	<b>41,986</b>	<b>43,653</b>
<b>1</b>	<b>35,738</b>	<b>38,846</b>	<b>40,616</b>	<b>44,932</b>	<b>46,862</b>
<b>2</b>	<b>37,967</b>	<b>41,269</b>	<b>43,143</b>	<b>47,876</b>	<b>50,073</b>
<b>3</b>	<b>40,195</b>	<b>43,691</b>	<b>45,668</b>	<b>50,822</b>	<b>53,281</b>
<b>4</b>	<b>42,424</b>	<b>46,114</b>	<b>48,194</b>	<b>53,766</b>	<b>56,492</b>
<b>5</b>	<b>44,655</b>	<b>48,537</b>	<b>50,720</b>	<b>56,712</b>	<b>59,703</b>
<b>6</b>	<b>46,883</b>	<b>50,958</b>	<b>53,246</b>	<b>59,656</b>	<b>62,912</b>
<b>7</b>	<b>49,111</b>	<b>53,382</b>	<b>55,771</b>	<b>62,602</b>	<b>66,122</b>
<b>8</b>	<b>51,341</b>	<b>55,806</b>	<b>58,298</b>	<b>65,547</b>	<b>69,331</b>
<b>9</b>	<b>53,570</b>	<b>58,229</b>	<b>60,824</b>	<b>68,489</b>	<b>72,542</b>
<b>10</b>	<b>55,800</b>	<b>60,652</b>	<b>63,348</b>	<b>71,436</b>	<b>75,752</b>

## ARTICLE 13

## ANNUAL ALLOWANCES

13.01 The allowances for the positions of resource teacher, assessment and programming teacher, teachers assigned to the Catholic Teachers' Centre and teachers originally appointed as consultants while they hold the position of resource teacher shall be as follows:

Resource teacher	3,700
Assessment and Programming Teachers	3,700
Teachers (Catholic Teachers' Centre)	3,700
Consultant (Resource Teacher)	3,700

13.02 A resource teacher or a consultant appointed prior to January 1, 1988, will be paid an allowance of \$756 upon return to the classroom after two years of successful experience as a resource teacher or a consultant.

## Special Allowances

13.03 (a) A teacher appointed to a special education position or language instruction class prior to December 1, 1991, and who continues in a special education assignment or language instruction class without a break in service except a statutory leave, shall be paid the allowance that the teacher was receiving or was entitled to receive on November 29, 1991 according to the sub clauses set out below.

(b) Subject to paragraphs (a) and (g), such teacher appointed to a special education position in a school shall be paid an allowance for special education certification, according to the following:

Part I	\$ 602
Part II	\$ 904
Specialist	\$1,174

(c) Assessment and programming teachers shall be eligible for one-half the allowance provided in (b) above, but other teachers in positions of responsibility shall not be so eligible.

(d) Subject to paragraph (a), home instruction teachers who elect not to take the allowance provided in section 13.04 shall be eligible for the allowance provided in (b) above.



- (e) Any teacher who received a special education allowance in the 1990/91 school year for teaching in a language instruction class shall continue to receive such allowance if the teacher continues in a language instruction or a special education class.
- (f) Each teacher appointed after September 1, 1985, and before December 1, 1991 to an approved language instruction class shall be paid an allowance for English as a Second Language as set out in part (b).
- (g) Notwithstanding the foregoing,
- (i) no teacher shall be entitled to be paid more than one of the allowances provided in paragraphs (b) or (f) above, or pro rated portions of such allowances which in the aggregate exceed the amount of one of such allowances, and
- (ii) no teacher appointed to a special education position in a school after August 31, 1980 shall be entitled to the allowance payable under paragraph (b) above and no teacher appointed to a language instruction class shall be entitled to the allowance payable under paragraph (f) above after August 31, 1984 if in either case any part of the teacher's special education certification or English as a Second Language certification is being used for category placement.
- 13.04 (a) A teacher appointed to and/or continuing in one of the following special education classes on or after December 1, 1991:
- multiple handicapped
  - trainable retarded
  - behavioural
  - total communication
  - hearing impaired
  - home instruction
  - Section 27
- shall be paid an allowance of \$1,200 but shall not be eligible for any allowances under 13.03.
- (b) Effective September 1, 1987 teachers assigned to "home instruction" before September 1, 1981, shall be paid an annual allowance of \$710 unless an allowance is paid under 13.03 or 13.04(a).
- 13.05 (a) Teachers holding a postgraduate degree or degrees from an approved university requiring more than one year beyond the pass degree level shall be paid an allowance of \$832 per year, for the first post- graduate degree

following successful completion of such degree, provided the postgraduate degree or any part thereof is not used in placement or that the recipient is not receiving an allowance pursuant to section 13.06.

- (b) An allowance of \$296 per year shall be paid for the second postgraduate degree from an approved university following completion of such degree, provided the postgraduate degree or any part thereof is not used in placement or that the recipient is not receiving an allowance pursuant to section 13.06 and that the recipient first became entitled to this allowance prior to September 1, 1992.
- (c) Notification of successful completion of a postgraduate degree and salary adjustments shall be in accordance with sections 3.08 and 3.09.

13.06 Teachers shall be paid an allowance of \$676 per year for one of the following:

ARTC, ATCM, AWCM or equivalent effective September 1 following successful completion of the diploma provided that the diploma or any part thereof is not used in placement, or that the recipient is not receiving an allowance pursuant to section 13.05 and that the recipient first became entitled to this allowance prior to September 1, 1981.

13.07 All allowances in this Article are for full time assignments. Allowances shall be prorated for part-time assignments.

## ARTICLE 14

## TRAVEL ALLOWANCES

14.01 Itinerant teachers, assessment and programming teachers, resource teachers, and other teachers required to use their vehicles on an ongoing and regular basis for approved travel in connection with their assignment, shall be paid a travel allowance which shall increase effective the first day of the month following ratification of this Agreement by the Teachers to:

\$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and

\$0.29 per kilometre (**\$0.31 per kilometre effective September 1, 2003**) for subsequent kilometres travelled.

14.02 Teachers who use their vehicles from time to time for school business which has been approved by the teacher's superordinate shall be reimbursed at the rate set out in 14.01.

14.03 A teacher entitled to a reimbursement under 14.01 or 14.02, shall have public liability and property damage insurance for the vehicle in the amount of \$500,000 or such other amount as the Board's insurance brokers may recommend to the Board from time to time. If requested, the teacher shall furnish evidence of this insurance to the Board.

14.04 If the Board determines, in its discretion, that a car is not essential to a teacher accepting any position listed in 14.01, the Board shall reimburse the teacher for public transportation costs if the teacher is required to go from one teaching site to another in the course of a day's teaching.

14.05 Upon request, the Board will complete T2200 forms submitted to it by a teacher who is in receipt of a travel allowance under this collective agreement.

## ARTICLE 15

## BENEFITS

- 15.01 The Board shall continue the Great West Life Dental Plan based on the applicable 1996 Ontario Dental Association (ODA) tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. The Board shall pay 92% of the premiums for the basic plan with Riders 1 and 2 and 92% of the premium for the major restorative and orthodontic riders at the premium rate in effect on February 1, 1999. Effective August 31, 1997 the Great West Life Dental Plan has been amended to change from a 6 month check-up interval to a 9 month check-up interval. **Effective March 1, 2004 the Board shall pay 100% of the premiums for the aforementioned dental plans, based on the 2001 ODA tariff, at the premium rate in effect on June 1, 2001.**
- 15.02 (a) The Board shall continue the existing Great West Life Semi-Private Plan and the Great West Life Extended Health Plan with the deductibles of \$10 and \$20 and the Great West Life \$150/24 Vision Care Plan **(\$250/24 effective March 1, 2004)** and pay an amount equal to 80% **(100% effective March 1, 2004)** of the premium in force on February 1, 1999 **(June 1, 2001 effective March 1, 2004)**. Effective August 31, 1997, the Great West Life Extended Health Care Plan has been modified to remove over-the-counter drugs, fertility drugs, and smoking cessation products from the Plan.
- 15.02 (b) Effective September 1, 1999, in conjunction with the changes in 15.02, the dispensing fee eligible for re-imburement under the Extended Health Plan shall be capped at seven dollars per prescription.
- 15.03 (a) The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary including any allowances paid under Article 15. With respect to the premium payable on the first \$25,000 of coverage the Board shall contribute an amount equal to 100% of the premium in force on August 31, 1993.

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

## NOTE:

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

- (b) A separate Group Life policy on the lives of teachers who may wish coverage in addition to that now available under section 15.03(a) shall be provided. Such additional insurance shall be at the expense of the teachers who wish such insurance and on such terms and conditions as the carrier may determine. The Board shall deduct the requisite premiums thereof from the pay of each participating teacher and forward these to the carrier.
- 15.04 The Board's obligation to pay for any teacher the premiums, or portions thereof, referred to in this Article shall not arise until the teacher has executed and returned to the Board any appropriate application forms for coverage that may be required.
- 15.05 The portion of any Employment Insurance rebate to which teachers are entitled by reason of the sick leave plan attributable to elementary teachers shall be paid over to the Toronto Elementary Catholic Teachers Unit of OECTA.
- 15.06 At the request of the Unit President of OECTA, the Board shall supply at least once a year, available financial information concerning the plans referred to in 15.01, 15.02 and 15.03 related to premium costs, reserves and retention rates. The Board shall inform the President of any rebates or premium holidays it receives from its benefits carrier and the amounts thereof. The application thereof shall be subject to joint agreement of the Board and such President but in default of agreement such amount shall be used to reduce the premiums.
- 15.07 The Board may at any time, after consultation with the Teachers, substitute for any of such plans an equivalent plan with a different carrier if the premium cost thereof to the Board would be less.

## ARTICLE 16

## METHOD OF PAYMENT

- 16.01 The annual salary of each teacher shall be divided into twenty-six (26) equal instalments.
- 16.02 One instalment shall be payable on the Friday of the week in which the first day of the school year falls. If this payment coincides with the Board's administrative payroll, the second instalment shall be paid the following Friday. Subsequent instalments shall be paid every second Friday thereafter. Any instalment payable on a Friday which is a bank holiday shall be payable on the immediately preceding Thursday.
- 16.03 Unpaid instalments comprising the balance of the salary instalments due up to and including August 31 in each year during the term of this agreement shall be payable on the last school day in June of that year.
- 16.04 The annual allowances payable to teachers in positions of responsibility shall be paid as salaries are paid.
- 16.05 (a) The Board shall deduct from the wages of each teacher, on a monthly basis, one tenth of the regular union dues for the teacher and shall remit the amount to OECTA.
- 16.05 (b) For the purpose of clause 16.05(a) "regular union dues" shall have the same meaning as under section 47(2) of the Labour Relations Act.
- 16.05 (c) OECTA shall indemnify and save the Board harmless against any claim or liability arising out of the application of clause 16.05.
- 16.06 A teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula:
- the number of days worked by the teacher times the teacher's annual salary divided by the number of school days in the school year.*

## ARTICLE 17

## PROFESSIONAL DEVELOPMENT

- 17.01 (a) In order to assist teachers with their professional development, the Board shall have a committee, the Professional Development Committee to:
- i) monitor and publish written guidelines regarding eligible professional development activities;
  - ii) publish the amount available;
  - iii) discuss the allocation of funds available to teachers for professional development;
  - iv) make recommendations on the number and use of Professional Activity Days.

The names of teachers who receive the funds shall be forwarded to the President.

Such committee will take into account the curriculum priorities of the Board.

In the event that the Teacher members disagree with the recommendations of the committee, they may have a minority report appended which shall be presented to the Board through the appropriate committee.

- 17.01 (b) The Professional Development Committee shall be composed of equal numbers appointed by the Teachers and the Board. The Teachers shall nominate four (4) teachers who shall participate in the deliberations of the Professional Development Committee. The Professional Development Committee's first meeting in a school year will be called within thirty (30) days of either party giving notice, in writing, to the other requesting a meeting. Up to two (2) additional meetings per school year will be held at the written request of either party and will be scheduled as mutually agreed upon by the parties on the Professional Development Committee.
- 17.01 (c) Individual teachers and school staffs may apply to use funds for attendance at professional conferences, seminars and other professional activities within the Province. Funding may include all or part of the cost of the registration fees, transportation costs, books and lodging. Teachers shall make application for funding to their superintendent or designate, who will forward such decision to the Professional Development Committee.

- 17.01 (d) Teachers shall submit their original receipts attached to the appropriate form, to their superintendent or designate.
- 17.01 (e) Provision of occasional teachers to replace teachers attending approved professional activities shall be at the discretion of the appropriate Superintendent of Education.
- 17.02 During the final term of each school year, the Board and the Teachers shall consult regarding the sources of professional development funding available for individuals and approved group activities. A chart outlining such sources shall be published and posted by the Board in each staff room not later than September 30 of each school year.
- 17.03 The Board will present seminars dealing with career opportunities within the Board as part of the professional development program.



## ARTICLE 18

## DEFERRED SALARY PLAN

- 18.01 The Board will grant leaves of absence of one year to teachers on the basis of spreading four (4) years' of salary over five (5) years (hereinafter called the "Plan") on the terms and conditions set out in the remaining clauses of this Article, all of which shall apply.
- 18.02 Any teacher holding a permanent contract with the Board and who has completed at least three (3) years' teaching for the Board may apply to participate in such Plan.
- 18.03 The maximum number of such leaves which may be granted to elementary school teachers under such a Plan shall not exceed fifty (50) in any school year.
- 18.04 A teacher wishing to participate in such Plan shall apply on the form available from the **Human Resources** Department. The forms will be available on January 1 and must be received by the **Human Resources** Department on or before February 1 in order for the teacher to be considered for participation in the Plan commencing the following September 1.
- 18.05 Applications for such leave which have been approved by the teacher's superintendent shall be reviewed by the Deferred Salary Plan Committee comprised of equal numbers of the Teachers and of the Board's administrative officials. Consideration shall be given to applications for personal reasons such as study, travel, parenting and regeneration with special consideration to be given to teachers with longer service.
- 18.06 All applications reviewed and endorsed by the Deferred Salary Plan Committee shall be considered by the Director who may, in the Director's discretion, reject any applications which in the Director's view might impair the ability of the Board to staff its schools adequately. Teachers whose applications are approved by the Director shall be so informed by June 1 next following.
- 18.07 Each teacher permitted to participate in the Plan shall enter into an agreement with the Board as follows:
- (a) in each of the four (4) years of the Plan commencing September 1 next following approval the teacher shall be paid 80% of the salary and allowances to which the teacher is otherwise entitled;

- (b) the remaining 20% of such salary and allowances shall be retained by the Board and accumulated with interest credited thereon at the rate payable from time to time by the Canadian Imperial Bank of Commerce on Daily Interest Savings Accounts and compounded annually;
  - (c) the leave of absence shall commence on September 1 of the 5th year from the commencement of the teacher's participation in the Plan unless the teacher requests postponement for one year, prior to April 15 of the year before the leave and the Director approves such request, and the number of approved leaves in the following year, including the postponed leave, will not pierce the maximum allowable under 18.03. (This applies retroactively to teachers currently enrolled under the form of contract provided at the time);
  - (d) during such school year of the leave of absence the Board shall:
    - (i) pay the teacher all the funds accumulated pursuant to 18.07(b) and interest earned in accordance with the foregoing either in a lump sum on the last pay in June preceding the leave or the first pay in September of the leave or in two equal instalments, one with the first pay in September and the other with the first pay in January of the year of the leave, or in instalments in accordance with clause 16.01, as the teacher may direct, and;
    - (ii) pay that portion of the premiums payable for the benefit plans set out in Article 15 which it would have paid if the teacher were not on leave.
  - (e) the teacher shall pay that portion of the premiums payable for such benefit plans which the teacher would have paid if that teacher were not on leave and the teacher's contributions to the Teachers' Pension Plan Board.
- 18.08 Subject to any other provisions of the Collective Agreement, the teacher, shall return to the jurisdiction of the curriculum support unit in which the teacher had been employed immediately prior to such leave.
- 18.09 During such leave, the teacher's seniority shall accumulate but for the purposes of Article 4 the period of such leave shall not be regarded as experience.
- 18.10 The teacher shall not be entitled to any sick leave credits during the period of such leave but on the teacher's return from leave shall be entitled to any unused sick leave credits accumulated prior to taking such leave.
- 18.11 A teacher declared redundant under Article 8 or who leaves active employment with the Board while participating in the Plan must withdraw

therefrom. A teacher who takes a statutory Pregnancy and/or Parental Leave shall not be required to withdraw from the Plan. The teacher who withdraws from the Plan shall then be paid within sixty (60) days a lump sum equal to the teacher's contributions plus interest accrued to date of the withdrawal.

- 18.12 The teacher may withdraw from the Plan:
- (i) provided no replacement for the teacher has been engaged by the Board,
  - (ii) but may not do so after April 15 in the calendar year in which the leave is to be taken except with the consent of the Board.
- 18.13 Notwithstanding the foregoing, the Board may, if it is unable to employ a teacher as a suitable replacement for the participating teacher who is on leave, defer such leave for up to one year. In such event the participating teacher may withdraw from the Plan and the teacher shall then be paid within sixty (60) days a lump sum equal to the teacher's contribution plus interest accrued to the date of such withdrawal.
- 18.14 If a teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the board, is dismissed or terminated or otherwise leaves active employment with the Board while participating in the Plan, the teacher's personal representative, in the event of the teacher's death, or the teacher shall be paid such lump sum and interest accrued up to the date of the teacher's death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be.
- 18.15 If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long-Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of sixty (60) days by notice in writing to the Board. The teacher shall be paid within sixty (60) days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with 18.07(b).
- 18.16 If the teacher becomes permanently disabled during the term of this agreement as a result of an injury or illness and in the opinion of the Board's physician is no longer medically fit to carry out the teacher's duties, this agreement upon written notice to the Board from the teacher shall thereupon be terminated. If the teacher is on deferred salary leave at the time the Board shall pay to the teacher, as the teacher may elect:

- (i) within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of the payment, less any payments made in accordance with 18.07(d) and any applicable income taxes required to be withheld, or
  - (ii) the remaining instalments as provided in 18.07(d) less the applicable taxes. If the teacher is not on such leave at the time the Board shall pay to the teacher within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of payment less any applicable taxes.
- 18.17 In accordance with the advance income tax ruling dated 9 June 1981 received by the Board, any teacher entering the Plan will be subject to tax in each of the five years only on the amount of income actually received by the teacher in the year, the interest referred to in clause 18.07 (b) when paid will be viewed as normal remuneration in the hands of the teacher and not interest income and the tax to be withheld by the Board shall be based on the amounts actually paid to the teacher.
- 18.18 During the school year of postponement under clauses 18.07 and 18.13, the teacher shall make no contributions to the Plan and shall be provided the full remuneration in accordance with the Collective Agreement.

## ARTICLE 19

## PREGNANCY AND PARENTAL LEAVES

Statutory Pregnancy and Parental Leaves

- 19.01 Statutory pregnancy and statutory parental leaves shall be granted in accordance with the Employment Standards Act (Appendix B). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause 19.10.

Application for Pregnancy/Parental Leave

- 19.02 (a) A teacher shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the **Human Resources** Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.
- (b) Teachers are encouraged to apply for leave for the entire duration of their leave at the same time. At least thirty (30) days written notice should be given to the Board prior to the commencement of the leave. However, if the teacher had not applied for one or more leaves at the same time such teacher may on at least thirty (30) days written notice apply for the further leaves as provided in this Article.
- (c) If unforeseen circumstances arise subsequent to the application as per 19.02(a) related to the health or the coming into custody, care and control of the child that require the teacher to take leave, the Board shall grant such leave provided such is verified in writing by a qualified medical practitioner or appropriate agency.

Conditions for Returning

- 19.03 (a) Teachers shall attempt to arrange commencement of and return from pregnancy and parental leaves from the beginning of a school term. Any such additional period of leave taken to extend a statutory leave to the end of a term or school year shall be deemed as an extension to such leave unless it is taken at the written request of the Board. Where such extension is at the written request of the Board, the provisions of 19.03(b) and 19.09 shall apply.

- (b) If the teacher takes only the statutory leaves granted under section 19.01 or such other periods of time to accommodate the Board as per section 19.03(a), the teacher shall be guaranteed the same school and position upon the teacher's return subject to the staffing needs of that school/other workplace. A teacher who has elected to take the statutory leave and no extension thereof shall not be disadvantaged by reason of such leave in the event that there is to be a surplus at such teacher's school/other workplace.

#### Extended Parental Leave

19.04 A teacher is entitled to the extended parental leaves set out below provided the following conditions have been met:

- (i) the teacher has, or is deemed to have, a permanent teacher's status on the last day of the statutory parental leave; and
- (ii) the cumulative total of pregnancy, parental, and extended leave(s), including the extended leave being sought, do not exceed two calendar years.

19.05 First Extension - Subject to clause 19.04 and upon the written request of the teacher made thirty (30) days prior to the expiry of the statutory parental leave, the Board shall grant an extended parental leave until the end of the Christmas break next following, the end of the March Break next following, or until August 31 next following as chosen by the teacher.

19.06 Second Extension - Subject to clause 19.04 and upon the written request of the teacher made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant a second extended parental leave until the end of the Christmas break next following, or until August 31 next following.

#### Conditions for Returning from Extended Parental Leave

19.07 First extension:

- (a) A teacher returning from a first extension shall be guaranteed the same school/workplace provided no staffing emergency has arisen and providing one of the following conditions is met:
  - (i) the first extension is used to complete the school year in which the statutory leave both begins and ends, or
  - (ii) the first extension ends at the expiry of the Christmas break.

A staffing emergency is defined as a requirement to transfer a teacher to prevent field centre teacher surplus of one or more teachers surplus to the school's staffing requirements.

- (b) If the teacher chooses to carry the first extension to the conclusion of the school year in which the statutory leave ends, but did not begin, then the teacher shall be guaranteed a placement within the jurisdiction of the same curriculum support unit in which was located the school or other position to which the teacher had been assigned prior to such leave. This shall not prevent the teacher from applying for a transfer in accordance with Article 7.

#### 19.08 Second extension:

A teacher returning from a second extension shall be reassigned to the jurisdiction of the same curriculum support unit in which was located the school or other position to which the teacher had been assigned prior to such leave but this shall not prevent the teacher from applying for a transfer in accordance with Article 7.

#### Benefits

19.09 A teacher granted a statutory leave shall continue to participate in those benefit plans (other than the sick leave credit plan but including the life insurance plan, extended health plan and dental plan) which the teacher already enjoys unless the teacher elects not to do so. The Board shall continue to pay its share of the cost of such benefits during such statutory leave plus any time period which carries the leave up to the beginning of the next school term as per 19.03(a), but not during any extensions of such leaves. Such teacher shall assume the total cost of these benefit plans for any period of leave that exceeds the above mentioned periods if the teacher elects to remain covered under such benefit plans.

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

#### Special Parental Leave

- 19.11 (a) Upon application, a teacher who has completed probation and who is not experiencing significant difficulty in performance as a teacher as verified by the teacher's superintendent, shall be granted a special parental leave without pay for the remainder of the school year or for a full school year for the purpose of parenting.

- (b) Such special parental leave shall commence, except in the circumstances of emergency, at the beginning of a school term.
- (c) A teacher who has been granted an extended parental leave under sections 19.05 and 19.06 shall not be entitled to a special parental leave under this section with respect to the same child unless the Board in its discretion determines otherwise.
- (d) Except in circumstances of emergency, a teacher shall make application in writing for a special parental leave at least two months prior to the commencement of the leave through the appropriate superintendent of education to the Superintendent of **Human Resources**. An application on shorter notice shall include a justification for the shortness of notice and appropriate supporting material.
- (e) No teacher may be granted a leave under this section more than twice except in circumstances considered by the Board to be exceptional.
- (f) A teacher returning from a special parental leave shall be reassigned to the jurisdiction of the same curriculum support unit in which was located the school or other position to which the teacher had been assigned prior to such leave but this shall not prevent the teacher from applying for a transfer in accordance with Article 7.
- (g) A teacher granted a special parental leave may, subject to the consent of the carrier and the terms of the plans, continue to be covered at such teacher's expense by the benefit plans, or any of them, referred to in Article 15.

#### Other

- 19.12 The number of school days a teacher is on a statutory pregnancy/parental leave shall be counted as qualified experience for the purpose of placement.
- 19.13 A teacher on pregnancy/parental leave may seek temporary employment with the Board, without loss of rights under this Collective Agreement. During such employment, however, the remuneration to the teacher, and all working conditions will be according to the applicable collective agreement or management policy.



## ARTICLE 20

## SICK LEAVE CREDIT PLAN

- 20.01 (a) (i) All teachers shall be entitled to sick leave credits in accordance with the terms of this Article.
- (ii) Part-time teachers shall be entitled to sick leave credits which will be calculated on the percentage of the school year worked for the Board.
- (iii) Nothing contained in Article 20 is intended to alter the number of accumulated sick leave credits credited to a teacher immediately prior to September 1, 1984.
- (b) Subject to other clauses in this Article, at the beginning of each school year each teacher's sick leave account shall be credited with the total current school year's sick leave allowance at the rate of two (2) days per calendar month for the school year of ten (10) months from September 1.
- (c) For any teacher commencing employment or returning from a leave of absence without pay after the first day of the school year, the sick leave credit shall be prorated at the stated rate per month from the date of commencing employment until the end of the school year.
- (d) All unused sick leave shall be accumulated.
- 20.02 A newly-employed teacher is expected to effect promptly a transfer, and in any event prior to two (2) years after commencing employment with the Board, in accordance with the applicable law, to the Board of any sick leave credits accumulated with any other school board in Ontario.
- 20.03 (a) In the event of the re-employment by the Board of a teacher, the Board shall reinstate the accumulated sick leave credit held by the teacher on that teacher's resignation, provided that (i) the teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated, and (ii) the period when the teacher was not employed by the Board does not exceed two (2) years from the date of resignation.
- (b) In the event of the employment of a teacher who was previously employed by the Board in a capacity other than teacher, the Board shall reinstate the accumulated sick leave credit held by the individual at the time of resignation, provided that:

- (i) the teacher has not had intervening employment which interrupted the continuity under which sick leave credits are accumulated; and
- (ii) the period when the teacher was not employed by the Board does not exceed two (2) years from the date of resignation.

Deduction from sick leave  
credits for illness

- 20.04
- (a) Deduction shall be made from a teacher's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the teacher for absence beyond the number of days to the teacher's credit in the sick leave plan.
  - (b) Absence for illness of a teacher for a period of five (5) consecutive working days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department. Absence over five (5) consecutive working days must be certified by a qualified medical or dental practitioner. The teacher shall provide such certification to the Board within five (5) days after returning to duty.
  - (c) The Board may require the teacher to be examined by a medical or dental practitioner of the Board's own choice at any time before any allowance for sick leave is given or while benefits from the Plan are being received. **The Board shall be responsible for the cost of any such request.**

Resignation

- (d) If a teacher submits a resignation, or takes a leave of absence without pay, effective earlier than the last day of the school year, a deduction shall be made from the sick leave credit for the remaining months of the year at the stated rate of allowance per month, or fraction thereof.

Compassionate leave

- 20.05 If a teacher is obliged to attend a dead or dying relative beyond any leave granted under section 20.06 and section 21.01, the teacher may apply through the appropriate superintendent to the Superintendent of **Human Resources** or designate for an extension of such leave by telegram or telephone within two (2) working days of the expiration of such leave. If such extension is granted, the additional time may, at the discretion of the Board, be deducted from any accumulated sick leave credits but if there are not sufficient credits the portion of leave not covered by such credits shall be without pay. The teacher who is not granted such extension will be entitled to up to five (5) days' leave without pay. Such leave without pay may be extended at the discretion of the Board.

### Urgent personal business

- 20.06 (a) Urgent personal business is business affecting one's personal affairs which should be restricted to occurrences which cannot be scheduled outside of school hours.
- (b) A teacher may take time off for urgent personal business, subject to consultation with the teacher's superordinate who may certify the reason for absence, on the following bases:
- (i) the moving of a teacher's residence (one day maximum);
  - (ii) attendance at the graduation from a post- secondary educational institution of the teacher's spouse, child or parent;
  - (iii) attendance at a drama or music festival in which the teacher is a participant;
  - (iv) attendance at a relevant convention if the teacher is a member of a municipal council or local board thereof;
  - (v) attendance as a participant or coach at a tournament or meet related to the Olympics or sports finals (provincial, national or international);
  - (vi) attendance as president or executive officer of a riding association at a federal or provincial convention;
  - (vii) attendance at the funeral of a close friend; or
  - (viii) the birth of a teacher's child or the adoption of a child by the teacher if the teacher is not applying for a leave under Article 19.
  - (ix) Care of a dependent where such dependent is defined as the teacher's spouse, child or parent.**
- (c) If urgent personal business arises out of a catastrophe in a teacher's immediate family, and/or the sudden illness of or accident to a member of a teacher's immediate family or regular care giver to a child or member of the immediate family in the circumstances that the teacher is unable to arrange for anyone else to come for such member, the teacher may take the time off without seeking approval but shall make every attempt to inform the teacher's superordinate.
- (d) If urgent personal business is for any reason not outlined in 20.06(b) or (c), the teacher shall first obtain the approval of the Director or designate

unless because of the urgency of the matter, the teacher is unable to seek such approval in which event the teacher may presume such approval without any penalty other than loss of pay if the approval is not subsequently given.

- (e) With respect to urgent personal business, the total time which may be taken off in any school year shall not exceed two (2) days; however, the Director of Education may extend such total time by up to an additional two (2) days.
- (f) Any time off for urgent personal business under this clause shall be deducted from the teacher's accumulated sick leave credits but if there are not sufficient credits, the portion of the leave not covered by such credits shall be without pay.

#### Leave for Court Appearance

20.07 If a teacher is charged with a criminal or quasi-criminal offence and the teacher is not found guilty of that offence or any other offence, or if the charge is withdrawn, such teacher shall be entitled to draw on that teacher's available accumulated sick leave credits for the number of days that the teacher was absent from work because the teacher was in attendance at court in connection with such charge. This section shall not apply if the offence charged is one for which the teacher has the option of electing to be tried in night court.

#### Other

20.08 If by reason of sections 20.05, 20.06 or 20.07 a teacher is entitled to deduct one or more days of leave from any accumulated sick leave credits but does not have sufficient credits, the teacher may use in lieu thereof any current unused sick leave in anticipation of an accumulation of sick leave credits at the end of the school year. However, if at that time the teacher does not have any unused sick leave to accumulate, then that teacher's last instalment of salary for the school year shall be adjusted by the amount paid to the teacher during any such leaves.

20.09 Notwithstanding any other provision herein contained, no teacher may use any of that teacher's current sick leave credits for any purpose, other than sickness, which would reduce such credits to less than twelve (12).

20.10 The records of sick leave credits, accumulated sick leave and deductions therefrom shall be maintained by the Board which shall administer the sick leave credit plan. The record of each teacher shall be available to the teacher for inspection and to each school in which the teacher teaches.

20.11 Accumulated unused sick leave credits to which the teacher was entitled under 20.01(b) as a result of employment with the Board shall be used to provide a gratuity in accordance with Article 24.

## ARTICLE 21

ABSENCE WITHOUT DEDUCTIONS FROM  
SALARY OR SICK LEAVE CREDITS

- 21.01(a) A teacher shall be granted a leave of absence up to a maximum of five (5) days by reason of a death in the teacher's immediate family. Immediate family is defined as a spouse, parent, parent-in-law, child, grandchild, brother or sister, son-in-law, daughter-in-law, and, in special circumstances recognized by the Director, a former legal guardian, or ward or fiance.
- (b) A teacher shall be granted leave of absence up to a maximum of two (2) days by reason of a death in the teacher's family to attend the funeral. This will be in the case of the death of uncle, aunt, grandparent, brother-in-law, sister-in-law, niece or nephew.
- 21.02 Permission may be granted by the Director of Education for absence when acting in an official representative capacity at meetings of Teachers' Federation, educational functions or funerals or other circumstances approved by the Director.
- 21.03 Special time off shall be granted to teachers for the purpose of writing university or similar examinations or attending the teacher's own graduation.
- 21.04 A teacher shall be entitled to that teacher's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty, or by subpoena to any court in any proceeding in which the teacher is not charged.

## ARTICLE 22

## LEAVES OF ABSENCE WITHOUT PAY

## ASSOCIATION BUSINESS

- 22.01 (a) Upon the request in writing of the Toronto Elementary Catholic Teachers Unit of OECTA the Board shall grant leaves of absence for up to eight (8) representatives designated by OECTA.

The leave for any representative shall be without pay for a minimum period of one school term or such lesser period, if requested, as approved by the Director of Education and for a maximum period of one school year. All salary and benefits shall be paid by the branch affiliate and shall be administered by the Board through the normal payroll process.

No sick leave shall be credited to such teachers during such leave but any unused sick leave credits accumulated prior to such leave shall be available to such teachers on resumption of duties with the Board. Seniority shall continue to accumulate during the period of such leave of absence.

- (b) Upon the request in writing of the Toronto Elementary Catholic Teachers Unit of OECTA the Board shall grant leaves of absence for a school year at a time to the teachers who are President, First Vice President and Second Vice President of the Metro Unit representing the teachers employed in the Board's elementary schools. All salary and benefits, as set by OECTA, shall be paid by OECTA and shall be administered by the Board through the normal payroll process. Sick leaves shall be credited to the teachers during such leaves of absence. In any case, any unused sick leave credits accumulated prior to and during such leave of absence shall be available to the teachers on resumption of duties with the Board. The teachers' seniority shall continue to accumulate during the period of such leaves of absence.
- (c) Upon the teacher's return from a leave taken in accordance with clause (a) or (b), the teacher shall be given a comparable position unless there has been prior agreement as to the specific position to which the teacher shall return.

- (d) A teacher returning from leave shall be reassigned, where possible, to the same curriculum support unit in which was located the school or other position to which the teacher had been assigned prior to such leave but the foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.

#### OTHER

- 22.02
- (a) At the discretion of the Board a teacher may be granted leave of absence without pay for up to one (1) year. Such leave may be granted for reasons of illness, or other personal reasons. A written application for leave shall be made through the superintendent of education to the Director of Education at least two months, where possible, prior to the proposed commencement of the leave. It is preferable that any leave granted commence at the beginning of, and terminate at the end of, a school term.
  - (b) A teacher granted leave may, subject to the consent of the carrier, continue to be covered by any of the benefit plans referred to in Article 17 at the teacher's own expense.
  - (c) A teacher who is on such leave shall not be credited with any sick leave during the period of such leave.
  - (d) A teacher returning from leave shall be reassigned to the same curriculum support unit in which was located the school or other position to which the teacher had been assigned prior to such leave but the foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.



## ARTICLE 23

## WORKPLACE SAFETY AND INSURANCE BOARD

23.01 While a teacher is entitled to payments from the Workplace Safety and Insurance Board the following apply:

- (i) such teacher shall direct that all such payments be paid to the Board;
- (ii) as long as Revenue Canada does not require a teacher to report Workplace Insurance payments for income tax purposes, the Board shall pay the teacher 90% of the teacher's full salary, including allowances;
- (iii) in the event that Workplace Insurance payments are subject to income tax, the Board shall continue to pay such teacher at the teacher's full salary, including allowances;
- (iv) calculation shall be prorated on a per diem basis with each day representing the fraction of salary that one bears to the number of school days in the respective school year;
- (v) there shall be no loss of sick credits to the teacher; and
- (vi) no teacher shall be entitled to remuneration from the Board and from the Workplace Safety and Insurance Board, amounts which in the aggregate exceed the teacher's annual salary, including allowances, from the Board.
- (vii) Teachers and the Board will work cooperatively to identify suitable and available employment, consistent with the teacher's functional abilities.

Notwithstanding the foregoing, in the event the Board determines to terminate or discharge a teacher who by reason of a permanent disability is unable to teach and is entitled to a permanent disability pension or lump sum in lieu thereof from the Workplace Safety and Insurance Board, such teacher shall, if not entitled to payment under the Teacher's Long Term Disability Plan, be paid for any accumulated sick leave credits before such termination or dismissal.

**23.02 The Board agrees to establish a committee comprised of not more than one (1) representative of the Association and one (1) representative of the Board. Where so requested by an injured teacher, the committee's terms of reference will be to make recommendations to affected teachers and the Board regarding employment opportunities for injured teachers, including modifications to the existing jobs and descriptions of other jobs appropriate to such teachers' capabilities.**

**The committee will take into account:**

- (i) the type of work the individual is capable of performing;**
- (ii) the medical and physical restrictions imposed on the individual by a legally qualified medical practitioner;**
- (iii) the level of the individual's physical and occupational abilities;**
- (iv) the level of educational qualifications possessed by the individual; and**
- (v) the type of training or modification of the job required in order for the individual to fully and capably perform the major responsibilities of an available rehabilitative employment assignment.**

## ARTICLE 24

## SICK LEAVE GRATUITY PLAN

- 24.01 (a) The Board shall pay to each teacher who retires on a superannuation or disability allowance pursuant to the Teachers' Superannuation Act, or to a teacher's estate in the event of the teacher's death, a gratuity based on the unexpended portion of the teacher's sick leave credits accumulated with the Board exclusive of sick leave credits transferred to the Board as a result of other employment, and computed in accordance with the following formulae:

Years of service with the Board	% of Sick Leave Credits x 1/200 of annual salary
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
10	10
11	12
12	14
13	16
14	18
15	21
16	24
17	27
18	30
19	33
20	36
21	39
22	42
23	45
24	48
25	50

- (b) Any teacher in the employ of the Board on June 30, 1969, may elect to have that teacher's accumulated sick leave retirement gratuity paid in accordance with the sick leave gratuity plan ("1969 Plan") in force on that date. Copies of the 1969 Plan are available at the **Human Resources**

Department and at each of the curriculum support units. The **Human Resources** Department will inform each teacher who is about to retire and who is eligible for a gratuity under the 1969 Plan of the amounts payable under the 1969 Plan and the amount payable in accordance with clause (a).

- (c) No teacher, or that teacher's estate, shall be entitled to more than an amount equal to the teacher's salary, wages or other remuneration for one-half the number of days standing to the teacher's credit and, in any event, not in excess of the amount of one-half year's earnings at the rate received by the teacher immediately prior to termination of employment. [ref. The Education Act, section 158 (1)]
- (d) Where a teacher has changed time classification from full-time to part-time employment within the five school years prior to the teacher's retirement or death the limitation upon the amount of the gratuity payable under (c) does not apply to such teacher. Instead, the maximum amount receivable by the teacher, or the teacher's estate, shall not exceed an amount equal to one-half of the full-time annual rate of the earnings which the teacher received in the last complete school year in which the teacher was employed by the Board. For the purpose of computing the gratuity for the teacher referred to in this clause (d) "annual salary" in section 24.01(a) shall mean "full time annual rate of earnings".
- (e) Notwithstanding clause (c), a teacher employed on a half-time or less basis, or such teacher's estate, shall be entitled to an amount equal to such teacher's salary, wages or other remuneration for all the days standing to such teacher's credit or estate but not in excess of the amount of one-half year's earnings at the rate received by such teacher immediately prior to termination of employment.
- (f) In computing the gratuity, the number of days in the year shall be taken at twenty (20) times the normal number of working months of the year.
- (g) The retirement gratuity shall be paid in one amount
  - (i) during the month following retirement; or
  - (ii) during the first month of the calendar year following retirement, as the employee or the teacher's estate may elect.

Retirement as used herein shall include a resignation immediately preceding normal retirement, early retirement or by reason of a disability pursuant to the Teachers' Superannuation Act.

## ARTICLE 25

## STATISTICAL INFORMATION

- 25.01 Upon the written request of the Teachers, the Board shall supply, but not more than twice a year, to the Teachers as soon as practicable (but within three (3) weeks) with any statistical information which is readily available concerning (i) salaries, placement, seniority, leaves, age and sex of all teachers, and (ii) class sizes, numbers and distribution of education assistants.
- 25.02 The Teachers shall supply or cause to be supplied on a timely basis to the Superintendent of **Human Resources** and the **Senior** Coordinator of Employee Relations a copy of the Toronto Elementary Catholic Teachers newsletter to members and other general interest mailing and copies of any statistical information or surveys concerning salaries, placement, seniority, leaves, age or sex of teacher or student/teacher ratios and class sizes.
- 25.03 The Board shall make available cost-free a copy of this agreement to each teacher and to each school as soon as practicable after it is signed and to each new teacher hired thereafter. The Board and the President or Designate shall consult to determine the format in which the agreement is printed or otherwise duplicated for such distribution.
- 25.04 The Board shall provide the President of TECT-OECTA a written summary of those members of TECT-OECTA who are to be evaluated each year no later than October 31 of the evaluation year.**

## ARTICLE 26

## ACCESS TO TEACHER RECORDS

- 26.01 On application to that teacher's superintendent a teacher shall be entitled to make a photocopy of the annual summary, where one exists or was maintained prior to 1990 by the Board, with respect to any evaluations made of the teacher by any superordinate and to append the teacher's comments thereto. If a teacher has initiated a grievance under section 27.03, and requires access to the teacher's annual summary in connection therewith, the summary shall be made available to the teacher within five (5) days from the making of the application for access. Should the summary not be made available within such five (5) days the period within which the teacher may advance that teacher's grievance to the next step shall, at the request of the teacher or OECTA be extended by the time beyond such five (5) days that the summary is made available.
- 26.02 Upon acknowledging in writing receipt thereof, a teacher shall be entitled to receive a copy of all the teacher's evaluation reports as may be generated under the TCDSB Model For Appraisal, Growth and Improvement In Teaching Practices document and to add that teacher's comments thereto.
- 26.03 (a) Any documents referring to the competence, character or professional practice of a teacher whether positive or negative which are to be placed in a teacher's official file, shall be discussed with and shown or copied to the teacher before these are so placed. Written notification shall be given that such documents are being placed in the teacher's file.
- (b) If the teacher disputes the accuracy or completeness of any such information in (a) above, the Board shall, where possible within fifteen (15) teaching days from receipt of written request of the teacher, confirm or amend the documents or remove any of these.
- (c) Where the Board removes or amends information under 26.03(b), the Board shall at the request of the teacher notify in writing all persons who received a report based on the inaccurate information.
- (d) "Official file" shall include all performance appraisal reports, professional growth reports, appraisal/growth reports, and summary reports referred to in 26.01, any copies of the principal-teacher cooperative evaluation reports in the possession of the superintendent and any documents referred to in 26.03(a) retained by the superintendent.

## ARTICLE 27

## GRIEVANCE PROCEDURE AND ARBITRATION

## PURPOSE

- 27.01 The purpose of this procedure is to secure, at the lowest possible administrative level, solutions to grievances which may from time to time arise. These procedures will be kept as informal as may be appropriate at any step of the procedure.

## DEFINITIONS

- 27.02 A "grievance" is a claim by any teacher, group of teachers, the Teachers or the Board, relating to the interpretation, application or administration of this agreement, or is an allegation that this agreement has been contravened.

## PROCEDURE

- 27.03 (a) *Step One:* A teacher having a grievance may, provided it is done with reasonable promptness, discuss such grievance with the Superintendent of Education, **Human Resources** or designate who will give an oral reply to the teacher within five (5) days after such discussion. The teacher may be accompanied by the President or designate of OECTA.

- (b) *Step Two:* If the grievance is not satisfactorily disposed of at Step One, the Unit President, or designate, may on behalf of the aggrieved teacher, within ten (10) days after the reply at Step One has been or should have been given, deliver the grievance in writing to the Director of Education. The Unit President, or designate, and the aggrieved teacher may meet with the Director or designate within five (5) days of receipt by the Director of Education. The Unit President or designate and the aggrieved teacher may make representation regarding the grievance. The Director of Education or designate shall, within five (5) days after the said meeting, deliver to the Unit President the written reply of the Board to the grievance.

It is further understood and agreed that a grievance pertaining to the dismissal of a teacher with permanent status shall be initiated at Step Two of the grievance procedure.

- (c) If the matter is not resolved at Step Two, the grievance may be referred to arbitration.

## DIRECT GRIEVANCES AND GROUP GRIEVANCES

- 27.04 Any grievance arising directly between the Board and the Teachers or any grievance involving more than one teacher, instead of following the procedure herein before set out, may be submitted in writing within a reasonable period by either of the parties hereto to the other. The parties agree to meet without delay in an attempt to settle the grievance. In the event that the parties are unable to settle such grievance within fifteen (15) days after submission of same, then the party to whom the grievance was delivered shall reply in writing to such grievance within a further five (5) days.

## ARBITRATION

- 27.05 In the event that any grievance shall not have been satisfactorily settled pursuant to the foregoing provisions, the matter may then, by notice in writing given to the other party within ten (10) days after the time limited for exhaustion of the applicable procedures contained in the foregoing provisions, be referred either by the Teachers or the Board to arbitration.
- 27.06 The notice submitting to arbitration shall contain the name of the nominee to the arbitration board of the party making the submission. The recipient of the notice shall within ten (10) days of receipt of the notice, inform the other party in writing of the name of its nominee to the arbitration board. The two (2) nominees so selected shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint a nominee, or if the two (2) nominees fail to agree upon a chairperson within the time limit, then the request for the appointment of an arbitrator or a nominee may be made to the Minister of Labour as provided by the Ontario Labour Relations Act. No person may be appointed to the arbitration board who has participated directly in an attempt to settle the grievance.
- 27.07 The arbitration board shall hear and decide the grievance and shall issue its decision in writing and the decision shall be final and binding upon the parties and any teacher affected by it. The decision of a majority of the arbitration board is the decision of the arbitration board, but if there is no majority, the decision of the chairperson governs. In any grievance, including any arising out of any reprimand, suspension or demotion or the loss of any remuneration or benefits, the board of arbitration shall have the power to direct payment of compensation, vary the penalty or reinstate a benefit, including retroactivity thereof, as such board may determine to be appropriate.



- 27.08 Notwithstanding section 27.07, the arbitration board established as above shall decide the grievance submitted to it, any related questions, including any questions as to whether a matter is arbitrable, but shall have no power to alter, modify or amend this agreement, nor make any decision inconsistent therewith.
- 27.09 Each party shall pay the cost of its own nominees to the arbitration board and the parties shall share equally the cost of the chairperson.
- 27.10 Each party may be represented at the arbitration by the representative of its choice.
- 27.11 Unless otherwise specifically provided any notice required to be sent herein may be sent by prepaid registered or certified mail to the parties at their respective mailing addresses.
- 27.12 The term "days" when used in this Article shall mean Monday to Friday inclusive through the year including July and August, but excluding school holidays.
- 27.13 Any time limits fixed by this Article for the taking of action by either party or by any teacher may at any time be extended by agreement of the representatives of the parties involved.

#### EXPEDITED ARBITRATION OPTION

- 27.14 Notwithstanding Section 27.06, the parties may mutually agree to appoint a single arbitrator to resolve any such grievance within the provisions of this Article herein.

#### GRIEVANCE MEDIATION

- 27.15 Either party may request in writing the other party to refer the matter for resolution by a mediator/arbitrator appointed by the Minister of Labour. If such other party agrees to such mediation within 10 days, then arrangements shall be made promptly by the requesting party with the Minister of Labour for the appointment of a mediator/arbitrator.

## ARTICLE 28

## MEDICAL/PHYSICAL PROCEDURES

28.01 A teacher shall provide help or seek assistance for a student in an emergency.

28.02 No teacher shall be required to carry out any of the following medical/physical procedures:

- the administration of medication by injection,
- catheterization,
- manual expression of the bladder,
- tube feeding,
- feeding students with impaired swallow reflex, or postural drainage.

28.03 (a) No teacher shall be required to carry out any of the following procedures on an ongoing basis or as a regular duty for students with identified health conditions:

- lifting and positioning,
- assistance with mobility,
- feeding,
- toileting.

(b) **The Board shall continue to implement its Restraint Protocol.**

28.04 (a) **Teachers shall not be required to examine pupils for communicable conditions or diseases. Notwithstanding, teachers may report any suspicion of such conditions or diseases to their Principal.**

(b) **Subject to a teacher's reservations, teachers shall not be required to administer medication or perform any medical or physical procedure on a pupil.**

28.05 A committee comprised of equal numbers appointed by the Teachers and the Board shall meet, at the request of either party, to consider and to report to the Teachers and to the Board on medical and physical procedures to be used in schools where there are students with special health considerations. The initial meeting shall be held on or before November 15, in each school year. The procedures dealing with restraint developed by the Joint **TECT/TCDSB** Medical Physical Procedures Committee in 1998 shall be instituted board-wide and teacher inservices shall be provided.

## ARTICLE 29

## OCCUPATIONAL HEALTH AND SAFETY

## Joint Occupational Health and Safety Committee

- 29.01 (a) There shall be established a Joint Occupational Health and Safety Committee (the "Committee") composed of five (5) members appointed by the Teachers, and up to five (5) members of management appointed by the Director. All members shall be appointed for the school year beginning September 1.
- (b) There shall be two (2) Co-chairpersons for the Committee, one (1) from the members representing the administration of the Board and one (1) from the teacher members, appointed by the Teachers for the school year September 1 to August 31.
- (c) A Co-chairperson may, with the consent of the other Co-chairperson, invite an additional person or persons to attend any meeting of the Committee to provide additional information and comment, but none of such additional persons shall participate in the regular business of the meeting. The **Senior** Manager of Occupational Health and Safety may attend and participate in all meetings but shall not be a voting member.
- (d) The functions of the Committee shall be:
- (i) to review existing education and training programs, satisfy themselves that such programs are sufficient, be involved in improving and/or developing new required programs and in ensuring that all teachers are thoroughly knowledgeable of their rights, restrictions and duties under the Occupational Health and Safety Act;
  - (ii) to review all matters relating to occupational health and safety of teachers which have been referred by any member of the Committee, consider alternative solutions and, where appropriate, make recommendations;
  - (iii) to discuss, consider and make recommendations regarding any other matter of occupational health and safety of teachers that the Committee deems appropriate, inclusive of:
    - (A) any report dealing with a fatality or a critical injury in the workplace; and

- (B) conditions reported as potentially unsafe or unhealthy; and
- (iv) to coordinate with other joint health and safety committees of the Board in ensuring the effectiveness of safety and health programs.
- (e) The Co-chairperson appointed by the administration members of the Board shall call, on or before October 15, the first meeting of the Committee in consultation with the other Co-chairperson. Successive meetings shall be arranged by each Co-chairperson in rotation but in consultation with the other Co-chairperson. The Committee shall meet not less than twice before Christmas and not less than three (3) times after Christmas.
- (f) There shall be no loss of pay to a member for the time taken away from the member's regular duties to attend Committee meetings and/or perform duties required under the Occupational Health and Safety Act. An occasional teacher, if required, shall be provided for the teacher who is absent to attend a meeting, inspection or investigation, if possible.
- (g) All recommendations should be determined by consensus. Any recommendations reached by consensus will be directed:
  - (i) if of a minor nature being matters capable of being solved at school or **Planning and Facilities or other department** as determined by the Committee, to the appropriate principal or superintendent **in writing within 21 days**; and
  - (ii) all others to the Director of Education.

If consensus cannot be obtained, the representatives who had not initiated the proposal shall be permitted twenty (20) school days to examine the proposal. Thereafter a further meeting of the Committee shall be called to develop a report concerning the proposal. If the Board and Teacher representatives on the Committee do not agree on the disposition of the proposal, such representatives shall prepare and table, at a subsequent Committee meeting, separate reports on the proposal. Both reports shall be submitted to the Director of Education.

29.02 The Director shall respond in writing within twenty-one (21) calendar days of receipt of:

- (i) recommendations addressed to the Director by the Committee, or
- (ii) reports referred under clause 29.01(g).

- 29.03 (a) The Teachers shall designate **two (2)** of the teacher representatives and in the case of emergency **two (2)** alternate(s) to:
- (i) inspect **a different part of** elementary school buildings and parts of other buildings within the jurisdiction of the Board occupied by elementary school teachers, **on a monthly basis**, according to a schedule established by the Committee;
  - (ii) accompany the Ministry of Labour's inspector on any inspection of any buildings provided that if there has been no reasonable notice given to the principal of any school of such an inspection, then the OECTA school representative shall accompany such inspector; and
  - (iii) attend at **critical injury/fatality** investigations, **industrial hygiene** tests and/or refusals to work, as per legislation; and
  - (iv) obtain training, as required, as per legislation.
- (b) The teacher designated under clause 29.03(a) shall be released from teaching duties for up to a full school year. Upon the completion of the assignment, the teacher shall be reassigned to the same school if possible. Such teacher shall be accountable to the Committee for the daily work schedule and any change in such schedule shall be reported promptly to the Board and the Teachers. Further, such changes shall also be reported at the next following Committee meeting.

#### Other

- 29.04 (a) In accordance with the regulations made under the Occupational Health and Safety Act, no teacher has a right to refuse work under the Act where the circumstances are such that the life, health or safety of a student is in imminent jeopardy.
- (b) No teacher shall be ordered or permitted to perform any duties or work in any specific areas or to operate any specific equipment or use any specific substance which another teacher has refused until the matter is investigated and satisfactorily settled.
- (c) All teachers shall discuss any related occupational health and safety problems with their school principals and shall allow time for the concern to be addressed before bringing it to the attention of a Committee representative.

- 29.05 (a) The Board shall post up-to-date copies of the Occupational Health and Safety Act and the Asbestos Regulations in a prominent location in each staff room not later than September 30 of each school year.
- (b) OECTA staff representatives shall be sent copies of the minutes of the Committee and reports of all inspections, investigations or tests which are relevant to their site/building.

29.06 It is the belief of the parties to this agreement that the provisions of these procedures meet the requirements of the Occupational Health and Safety Act with respect to the establishment of the committee and the inspection of the workplace.

ARTICLE 30

PARAPROFESSIONALS

30.01 The Board may employ persons as education assistants and/or child and youth workers provided the employment of such persons does not directly result in the layoff of any teacher.

## ARTICLE 31

## HARASSMENT/ASSAULT

- 31.01 The sexual harassment policy and complaint procedure as established by the Board shall apply to all teachers covered by this Collective Agreement.
- 31.02 The policy statements of the Board on Race and Ethnic Relations shall apply to all teachers covered by this agreement.
- 31.03 The Board and the Teachers recognize that every employee has a right to freedom from assault **and harassment** in the workplace. The Violence Prevention Policy of the Board shall apply to all teachers covered by this Collective Agreement.



## ARTICLE 32

## HIRING A PERSON DIFFERENTLY ABLED

- 32.01 In the event that the Board wishes to employ a teacher or arrange for the return to work of a teacher who has a disability that constitutes a handicap (as defined in section 9(b) of the Human Rights Code) in the performance of any work to be done by such teacher for the Board, the Board may, with the consent of the Branch Affiliate and the teacher concerned, enter into an arrangement which provides for an annual salary, allowances and benefits different from those provided in this agreement. Any alterations in salary, allowances or benefits shall be calculated as a proportion of full- time equivalent values. The same proportion shall be used when including such teachers in Board-wide staffing ratios and school staffing allocations.

## ARTICLE 33

## CONTINUING EDUCATION

## Definitions:

- 33.01 (a) "elementary school continuing education teacher" as referred to in this Article shall mean an individual who falls within the term "teacher" as defined in the "Education Act" who is engaged in the teaching of an elementary school continuing education course.
- (b) an "elementary school continuing education course" shall mean a course developed from Ministry of Education Guidelines or approved by the Ministry, which is ordinarily offered to elementary school students, which requires the person delivering the course to hold a valid teaching certificate and which is eligible for continuing education grants.
- 33.02 Teachers in the employ of the Toronto Catholic District School Board who have been laid off shall have priority in accordance with seniority under Article 8 for continuing education positions for which they are qualified over new applicants for these positions.
- The Board will continue to advertise internally all continuing education positions prior to advertising for any outside applicants.
- 33.03 The salary for an elementary school continuing education teacher shall be \$36.61 for each hour of instruction. The hourly rate includes 3% for statutory holiday pay and 4% for vacation pay.
- 33.04 An elementary school continuing education teacher shall not be paid an hourly rate while absent from duties for any reason.
- 33.05 Other than as set out in this Article and Article 14, the terms and conditions of this Collective Agreement shall not be applicable to elementary school continuing education teachers.

ARTICLE 34

NO STRIKE OR LOCKOUT

34.01 There shall be no strike or lockout during the term of this Collective Agreement or of any renewal of this agreement.

## ARTICLE 35

## STAFF REPRESENTATIVES

- 35.01 The Toronto Elementary Catholic Teachers Unit shall notify the Board in writing of the names of persons elected to office in the Toronto Elementary Catholic Teachers Unit and of persons authorized by the Toronto Elementary Catholic Teachers Unit to represent teachers in a particular school or workplace on behalf of the Toronto Catholic Elementary Teachers of OECTA (Staff Representative).
- 35.02 The Board recognizes the appointment of one Staff Representative at each school or workplace.
- 35.03 The Board shall provide, subject to the approval of the Director of Education, access to the Board's internal mail, (including FAX and electronic mail) services in order to conduct unit business. The Board shall provide to the Staff Representative in each school or workplace access to a telephone and a photocopier.
- 35.04 The Board shall provide the Staff Representative with access to a bulletin board in each school or workplace for the posting of unit business and information for the unit membership.
- 35.05 The Board shall provide the Teachers with a suitable meeting room in every school or workplace on request, free of charge and at no cost to the Board provided this does not interrupt the instructional program.
- 35.06 The Unit President or designate shall have access to their members for Toronto Catholic Elementary Teachers business at all schools and workplaces, provided that this does not interrupt the instructional program.
- 35.07 Where a teacher is required to attend a meeting which is disciplinary or may be deemed disciplinary in nature, the teacher shall be entitled to request the attendance of a staff representative.**
- 35.08 Where the Board establishes a committee requiring Association representation, the Association member shall be appointed by the Unit Executive.**
- 35.09 Teachers and Staff Representatives shall suffer no loss of pay as a result of attendance at any of the aforementioned meetings.**

ARTICLE 36

EFFECTIVE DATE - DURATION  
TERMINATION - RENEWAL

36.01 This Collective Agreement shall become effective September 1, **2002**, and shall remain in full force and effect until August 31, **2004**.

Either party may notify the other of a desire to negotiate a renewal of this Collective Agreement. Such notification shall be delivered or mailed by prepaid registered or certified post to the other within the month of January of the year in which this Agreement expires. Negotiations for such renewal shall commence within thirty (30) days of notification.

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of

TORONTO CATHOLIC  
DISTRICT SCHOOL BOARD

TORONTO ELEMENTARY CATHOLIC  
TEACHERS UNIT OF THE ONTARIO  
ENGLISH CATHOLIC TEACHERS'  
ASSOCIATION EMPLOYED BY THE BOARD

## APPENDIX A

## LONG TERM DISABILITY

The Board shall deduct from each pay of each teacher and forward to the Metro Catholic LTD Board of Trustees the respective percentages of gross salary it states are required for membership by each of the elementary school teachers and by each of the secondary school teachers in the Teachers' Long Term Disability Plan. In the case of an elementary school teacher the Board shall deduct the stated percentage from the teacher's gross salary including any adjustments to salary made retroactively.

There shall be no such deductions in the case of a teacher who has informed the Metro Catholic LTD Board of Trustees that the teacher has alternative comparable coverage.

The Metro Catholic LTD Board of Trustees shall be responsible for the administration of such Plan including informing in writing the Board, through the Superintendent of **Human Resources**, of the amount of such premium deductions expressed as a percentage of gross salary, and any adjustments in such percentage and the names of any teachers from whom such deductions are not to be made.

It is agreed that this letter shall form part of the Collective Agreement and has the same force and effect as the agreement to which it is appended.

The joint committee of Teacher and Board administrative officials having reviewed the procedures concerning the placement of teachers on Long Term Disability (LTD), which procedures have now been established, it is agreed that the joint committee will meet only on an ad hoc basis as problems or concerns of either the Teachers or the Board may arise from time to time.

## APPENDIX B

## PREGNANCY AND PARENTAL LEAVE

## SECTIONS 46-49 OF THE EMPLOYMENT STANDARDS ACT

## 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.

## When leave may begin

- (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.

## Exception

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

## Notice

- (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.

## Notice to change 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.

Same, complication, etc.

- (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.

Ending leave early

- (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.

Changing end date

- (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.

#### Employee not returning

- (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.

#### Exception

- (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.

#### When leave may begin

- (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.

#### Restriction if pregnancy leave taken

- (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.

#### Notice

- (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.

#### Notice to change date

- (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.

#### If child earlier than expected

- (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.

#### End of parental leave

- 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.

#### Ending leave early

- (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.

#### Changing end date

- (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.

Employee not returning

- (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.

Exception

- (5) Subsection (4) does not apply if the employer constructively dismisses the employee.

APPENDIX B2  
LETTER OF UNDERSTANDING  
EMPLOYMENT INSURANCE COMMISSION

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

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

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

IN WITNESS WHEREOF the parties hereto have hereunto set their respective hands and seals on the date first above written.

SIGNED, SEALED AND DELIVERED  
in the presence of

APPENDIX C  
DEFERRED SALARY PLAN

AGREEMENT made this    day of    , 200

BETWEEN:

TORONTO CATHOLIC DISTRICT SCHOOL BOARD  
hereinafter called the "Board"

OF THE FIRST PART

-and-

hereinafter called "Teacher"

OF THE SECOND PART

WHEREAS the Collective Agreement entered into as of the 23rd day of July, 1981, between the Board and the Branch Affiliates of the Toronto Elementary Catholic Teachers' Unit of the Ontario English Catholic Teachers Association and the Teachers employed by the Board provides, among other things, for the granting by the Board of leaves of absence of one year to teachers on the basis of spreading four (4) years salary over (5) five years, all on the terms and conditions set out in Article 18 of such Collective Agreement and hereinafter called the "Deferred Salary Plan";

AND WHEREAS said Article 18 requires that each teacher permitted to participate in the Deferred Salary Plan shall enter into an agreement with the Board;

AND WHEREAS the Board has approved the application of the teacher for leave under the Deferred Salary Plan for the school year commencing September 1, \_\_\_\_\_;

NOW THEREFORE THIS AGREEMENT WITNESSETH as follows:

1. The Board hereby grants a leave of absence to the teacher under the Deferred Salary Plan commencing on September 1, \_\_\_\_\_.
2. In each of the four school years following September 1, \_\_\_\_\_, the teacher shall be paid 80% of the salary and allowances (excepting travel allowances) to which the teacher is entitled under the terms of the applicable Collective Agreement, less income taxes required to be withheld.
3. The remaining 20% of the salary and allowances referred to in paragraph two (2) shall be retained by the Board and accumulated with interest credited thereon at

- the rate payable from time to time by the Canadian Imperial Bank of Commerce on daily interest savings accounts and compounded annually.
4. During the school year which coincides with the leave of absence, the Board shall pay the teacher, or as the teacher may direct, all the amounts retained by the Board pursuant to paragraph (3), together with all interest accumulated in accordance therewith, either as:
    - (i) a lump sum on the last pay in June preceding the leave or the first pay in September of the leave, or
    - (ii) a lump sum paid in two equal instalments, one with the first pay in September and the other with the first pay in January of the year of the leave, or
    - (iii) by instalments in accordance with the method of payment of salary as set out in the applicable Collective Agreement, as the teacher may direct in writing by June 1 immediately before the year of the leave.
  5. During the period of said leave, the Board shall pay that portion of the premium for the benefit plans which it is required to pay under the collective agreement then in force, and the teacher shall pay the balance of such premiums and make appropriate contributions to the Ontario Teachers' Pension Plan Board.
  6. Subject to the provisions of the Collective Agreement applicable at the time, the teacher:
    - (i) if an elementary school teacher in the school year immediately preceding the leave, shall return to the field centre in which the teacher had been employed immediately prior to such leave, and
    - (ii) if a secondary school teacher in the school year immediately preceding the leave, shall return to the secondary school at which the teacher had been so employed.
  7. During the period of such leave the seniority of the Teacher shall continue to accumulate but for the purposes of placement under the applicable Collective Agreement the period of such leave shall not be regarded as qualified experience.
  8. During the period of such leave the teacher shall not be entitled to any sick leave credits but on return from such leave the teacher shall be entitled to any unused sick leave credits accumulated prior to taking such leave.
  9. If the teacher while participating in the Deferred Salary Plan is declared redundant pursuant to the applicable Collective Agreement and subject to being laid off or leaves active employment with the Board, the teacher must withdraw from the

- Deferred Salary Plan. The teacher shall thereupon be entitled to be paid within sixty (60) days from such declaration or after leaving active employment a lump sum equal to the accumulations plus interest accrued to date of the teacher's withdrawal, less applicable income taxes, in accordance with paragraph two (2).
10. The teacher may withdraw from the Deferred Salary Plan at any time by notice in writing to the Board provided:
    - (i) no replacement has been engaged by the Board; and
    - (ii) such withdrawal is done prior to April 16 in the calendar year in which the leave is to be taken unless the Board otherwise consents.
  11. Notwithstanding the foregoing, the Board may if it is unable to employ a teacher as a suitable replacement for the teacher while the teacher is on leave, defer such leave for up to one year. In such event, the teacher may withdraw from the Deferred Salary Plan by notice in writing to the Board and thereupon such teacher shall be paid within sixty (60) days a lump sum equal to the accumulations plus interest accrued to the date of such withdrawal, less applicable income taxes, in accordance with paragraph 2.
  12. If the teacher dies, retires, ceases as a result of a disability to be in receipt of salary including paid sick leave from the Board, is dismissed or otherwise leaves active employment with the Board, the teacher's personal representative in the event of death, or the teacher, as the case may be, shall be paid a lump sum equal to the accumulations plus interest accrued to the date of death, retirement, such cessation of salary, dismissal, termination or leaving, as the case may be, less applicable income taxes, in accordance with paragraph 2.
  13. If, prior to the commencement of the leave, as a result of an illness or accident the teacher has exhausted any sick leave credits to which the teacher was entitled and is eligible for benefits under the Teachers' Long-Term Disability Plan, such teacher may withdraw from the Deferred Salary Plan within a period of sixty (60) days by notice in writing to the Board. The teacher shall be paid within sixty (60) days from the expiry of the notice period a lump sum equal to the accumulations plus interest to the date of such withdrawal, less applicable taxes, in accordance with paragraph 2.
  14. If the teacher becomes permanently disabled during the term of this agreement as a result of an injury or illness and in the opinion of the Board's physician is no longer medically fit to carry out the teacher's duties, this agreement upon written notice to the Board from the teacher shall thereupon be terminated. If the teacher is on deferred salary leave at the time the Board shall pay to the teacher, as the teacher may elect, (i) within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of the payment, less any payments made in accordance with paragraph 4 and any applicable income

taxes required to be withheld, or (ii) the remaining instalments as provided in paragraph 4 less the applicable taxes.

If the teacher is not on such leave at the time the Board shall pay to the teacher within sixty (60) days from such termination a lump sum equal to the accumulations plus interest accrued to the date of payment less any applicable taxes.

It is understood that the teacher will be subject to income tax in each of the five years and that the Board will withhold tax in accordance with the Advance Income Tax Ruling dated June 9, 1981, received by the Board only on the amount of income actually received by the teacher in a year. The interest referred to in paragraph 2 when paid is to be viewed as normal remuneration in the hands of the teacher and not interest income. The tax to be withheld by the Board shall be based on the amount actually paid to the teacher.



APPENDIX D

LETTER OF UNDERSTANDING

RE: SENIORITY

**September 1, 2002**

Teachers who have transferred into the elementary panel from the secondary panel prior to September 2, 1998 shall have their seniority dated on the date on which their employment with the Board began.

**APPENDIX E**

**LETTER OF INTENT**

**RE: WORKPLACE HARASSMENT**

**During the course of negotiations, the teachers expressed serious concerns with respect to the issues of workplace assaults and harassment of teachers.**

**In an effort to effectively address those issues, the parties agree to establish a Joint Committee to review current policies and recommend procedures concerning assault on and harassment of teachers.**

**Recommendations of the Joint Committee may involve stakeholders outside of the bargaining unit.**

**The Joint Committee will be comprised of up to three representatives from the Board and up to three representatives of the Teachers. The Committee shall initially meet within sixty (60) days of the date of ratification and shall report its findings and recommendations within three (3) months of its initial meeting.**

**APPENDIX F****LETTER OF INTENT****RE: BILL 110**

- 1. The Board shall maintain the rehabilitative spirit and legacy of the previous appraisal document as a guideline for teachers, principals and superintendents in implementing the Acts and Regulations.**
- 2. The Board shall implement the Act and Regulations within the framework of the Board's Mission Statement and the preamble of the Collective Agreement.**
- 3. After the classroom observation, if the evaluator determines that the teacher may receive an Unsatisfactory Rating, the post-observation meeting shall be held no later than 10 days after the classroom observation.**
- 4. (a) The Board shall provide to the TECT-OECTA President the names and schools/worksites of all teachers who receive an Unsatisfactory Rating immediately upon receipt by the Superintendent who has responsibility for that teacher;**  
**(b) Prior to any recommendation of a teacher termination to the Board, an evaluation will be conducted by the teacher's Superintendent except where circumstances prompt a termination to protect the best interests of students as provided for by Bill 110.**
- 5. A joint teacher committee including representatives of TECT-OECTA will be formed to examine the issues relating to Teacher Performance Appraisal. The Board agrees to review with said committee the Teacher Performance Appraisal process for consistency of application, including timelines and process within the language of the applicable Acts and their Regulations; the Board will seek input from the Teachers when reviewing the teacher performance appraisal procedures and will inform the Teachers of proposed changes to their implementation.**