

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD



AND

TORONTO SECONDARY UNIT OF THE  
ONTARIO ENGLISH CATHOLIC TEACHERS' ASSOCIATION

**2000/2001**

AGREEMENT

Between

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

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

For the school year

**2000/2001**

**(September 1, 2000 – August 31, 2001)**

TEXT IN **BOLD** INDICATES CHANGES TO AGREEMENT

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THIS AGREEMENT made as of the **9<sup>th</sup> day of January 2001**

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD

Hereinafter referred to as the “Board”

And

TORONTO SECONDARY UNIT OF THE

ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION

Hereinafter referred to as the “Teachers”

Whereas the Local 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 **2000/2001**, 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 covenants hereinafter expressed and contained, the Board and the Teacher do covenant, undertake and agree the one with the other as follows.



## PREAMBLE

The Catholic Teachers of the Toronto Catholic District School Board are called to bring the gospel values of faith, hope and love to each and every student 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 members of the school community.

ARTICLE 1  
DEFINITIONS

- 1.01 (a) "teacher" shall mean a person who is a member of TSU, OECTA, who is a member of the Ontario College of Teachers, who is employed by the Board and who is engaged in a function for the purposes of secondary school education and who is a secondary school teacher but does not include a supervisory officer, a principal or a vice-principal.
- (b) "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.
- (c) "secondary school teacher" shall mean "teacher" and vice versa, as appropriate to the context.
- (d) "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.
- (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, other than a secondary school, under the jurisdiction of the Board.
- (g) "secondary school" shall mean a school, including an adult education centre, in which secondary school programs are offered under the jurisdiction of the Board.
- (h) "placement" shall mean the category and qualified experience placement of a teacher within the salary scales.
- (i) "school year" shall mean 194 days or as otherwise prescribed by the Statutes and Regulations of the province of Ontario.
- (j) "Supernumerary teacher" shall mean a teacher who is on probation or has permanent status with the Board but who is in excess of the staffing ratio of a school and who is not included in the Board-wide secondary school staffing ratio.
- (k) "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 teaching position which is no longer required by the Board in a particular school or other work place.
- (l) "position of responsibility" shall mean, resource teacher, programming and assessment teacher, major department head, minor department head and, at the discretion of the Board, any new position established during the term of this agreement.
- (m) "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 he or she is to be laid off, in compliance with Article 8.
- (n) "teacher position with added responsibility" shall mean assistant department head, head teacher, **program leader**, and, at the discretion of the Board, any new position established during the term of this agreement.
- (o) "OECTA" shall include all secondary school teachers employed by the Board.
- (p) "permanent teacher" shall mean any teacher who has successfully completed the required probationary period.

- (q) “probationary teacher” shall mean any teacher newly hired to the Board who is on a probationary period.

- 1.02 With reference to the "positions of responsibility" and "teacher positions with added responsibility" in 1.01(l) and (n) respectively, the Board shall develop role descriptions by **December 31, 2001** to be included in the Human Resources Manual. A copy of such role descriptions, which shall include the major duties, will also be forwarded to OECTA by **December 31, 2001**.

ARTICLE 2  
SCOPE

- 2.01 (a) The Board recognizes the Ontario English Catholic Teachers' Association as the sole and exclusive bargaining agents for its secondary school teachers.
- (b) This agreement applies to all secondary 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.
- 2.04 For purposes of Articles 4, 8, **18.01**, and **19** experience and seniority accumulated with coterminous public board(s) will be considered as if accumulated with the Board for teachers qualified to teach in secondary schools who were hired by the Board
- (i) as a direct result of the transfer of secondary school students from the coterminous public board(s) in accordance with relevant legislation or
- (ii) from a coterminous board effective September 1, 1985. Such public secondary school teachers shall have all rights under this agreement and be subject to its obligations as if their employment with the coterminous public board(s) had been with the Board.

No Board teacher hired on or before September 1, 1987 shall be laid off as a direct result of the employment by the Board of any such public secondary school teachers from the coterminous public board(s). The provisions of this section shall be subject to review by the parties hereto at any time upon the request of either party.

### 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 Personnel 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 Personnel 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 or equivalent is to be equated to five 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 OCSTA, 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 students 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 students 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.

In order to be entitled to the adjustment in salary referred to above, a teacher must:

- (i) obtain the appropriate year's Category Upgrading Form from the Personnel Department or school secretary;
- (ii) deliver the completed form to the Personnel Department after June 1 and before November 30 in the calendar year for which such adjustment is requested; and
- (iii) submit 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.

In order to be entitled to the adjustment in salary referred to above, a teacher must:

- (i) obtain the appropriate year's Category Upgrading Form from the Personnel Department or school secretary;
- (ii) deliver the completed form to the Personnel Department after December 1 and before January 30 in the calendar year for which such adjustment is requested; and
- (iii) submit proof of qualifications by May 1 of the school year for which the adjustment is to be made.



## 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 the 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 except for teachers of adult day school at Msgr. Fraser, who may accumulate up to the equivalent of five (5) years' experience..
- 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 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 to teach 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. For the purpose only of calculating the experience of a secondary school teacher in accordance with this provision, it shall be presumed that a full school day shall be six teaching periods.
- 4.05 The "qualified experience" of a teacher while on statutory pregnancy/parental leave shall be determined in accordance with section Article 19.
- 4.06 (a) Related work experience credited prior to **September 1, 2000, shall be recognized for teachers in the following subject areas:**
- (i) **In Broad Based Technology, the following courses will be recognized:**
    - Communication Technology**
    - Transportation Technology**
    - Manufacturer Technology**
    - Construction Technology**
    - Hospitality and Personal Services**
    - Design Technology**
  - (ii) **Business Studies**
  - (iii) **Computer Science**
- (b) **Such related work experience shall be credited provided that the work experience is:**
- (i) **related to the subject being taught**
  - (ii) **in excess of that required for teacher certification**
  - (iii) **applicable to teachers who require the certification for their present teaching assignment**
  - (iv) **composed of employment in the industry (summer and volunteer work being excluded) as documented.**
- (c) **There shall be a limit of ten years experience advancement on the salary scale, to the maximum, as per Article 12.**

- (d) A joint committee shall consist of three members appointed by the Teachers and three administrative representatives of the Board will apply the criteria of 4.06 (a)(b) and (c) to applications for related work experience.
- (e) 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 November **15** of its decision and any adjustment in salary shall be retroactive to the beginning of that school year.
- (f) No teacher shall be granted related work experience more than once during the teacher's employ with the Board.
- (g) **Notwithstanding 4.06(f) for the 2000/2001 year only, teachers who feel they could be entitled to related work experience as per Article 4.06 may reapply even if they had received the related work experience in the past provided such request is made within sixty (60) days of the ratification of the renewal of the collective agreement. There shall be no retroactive payment or adjustment, prior to September 1, 2000.**

## ARTICLE 5

## STAFF ALLOCATION

- 5.01 (a) The Board shall ensure that the average size of its secondary school classes, in the aggregate, meets the requirements under the Education Act.
- 5.01 (b)(i) Teachers will have a scheduled assignment consisting of a maximum of 6.5 credit or equivalent instructional courses and a Teacher Advisory Group assignment in accordance with the Education Act and its regulations.**
- 5.01 (b)(ii) Teachers employed less than full-time shall be assigned instructional time, duties and preparation time on a prorated basis.
- 5.01 (c)(i) **For schools with different models of organization, an equivalent assignment to that outlined in 5.01(c)(i) shall apply for each teacher.**
- (iii) **During the remaining unscheduled time, a teacher may be assigned to other related duties which may include supervision and on calls. Teachers who are assigned 3.5 credit courses or equivalent and TAG shall not be assigned on-call or supervision responsibilities during such semester or term.**
- (iv) **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.**

- 5.01 (d)(i) The following are the maximum class loadings for the staff of secondary schools.

PROGRAM

Advanced Level	32
General Level	27
Basic Level	17
Adv/Gen Tech	22
Adv/Gen Fam Studies Lab	22
Basic Tech <b>FAM Studies Lab.</b>	15
Adv/Gen	28
Gen/Basic	22
Adv/Basic	24
Academic	30
Applied	28
Advanced Level Single Section	34
<b>Open</b>	<b>29</b>
<b>Essential</b>	<b>15</b>
<b>University Level</b>	<b>32</b>
<b>University/College Level</b>	<b>30</b>
<b>College Level</b>	<b>28</b>
<b>Workplace Preparation</b>	<b>15</b>

- (ii) The total enrolment of the teacher's classes in each semester/term shall not exceed the sum of the maxima for such classes.
- (iii) In recognition of the complexity of timetabling or other circumstances which may arise from time to time, some classes may exceed the maximum class loadings; however, no class may exceed the designated loading as per 5.01(e)(i) by more than two (2) students.
- (iv) Every attempt shall be made by the principal in consultation with the Local School Staffing Advisory Committee to limit the number of classes which exceed the maximum class loadings to **8%** of such classes in each school; however, the number of classes which exceed the maximum class loadings shall not exceed **8%** of all the classes in the system.
- (v) Where any discrepancy from the above requirement exists as of September 25 in a given year and September 25 and February 11 in a semestered school, the Local School Staffing Advisory

Committee shall meet and make recommendations to resolve the discrepancy by September 30 or February 28 respectively.

- 5.02 Each teacher shall be entitled to not less than forty (40) consecutive minutes for lunch in a scheduled interval between classes.
- 5.03 A full-time secondary school teacher shall have one full forty (40) minute scheduled period per day, or the equivalent thereof, free from teaching or non-teaching duties, exclusive of a lunch period, to be used for preparation and marking.

#### Secondary School Staff Allocation Committee

- 5.04 (a) There shall be established a Secondary School Staff Allocation Committee (the "Committee") composed of three (3) representatives of the Teachers appointed by the Unit Executives of OECTA and three (3) 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 two (2) teacher members of the Secondary School Staff Allocation Committee shall be given paid leave of absence for five (5) days 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 a daily work schedule to the 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 functions of the Committee shall be
  - (i) to discuss and recommend changes in the existing staffing and department head model ratios;

- (ii) **To recommend methods of allocating staff to the schools including the development, implementation and monitoring of the 0.5 assignment an oncalls/supervision on a school-by-school basis. The Board shall provide the Unit president with monthly reports, in a consistent format, of the oncalls and supervisions assigned in each school, within 5 working days of the close of the month;**
  - (iii) to monitor the application of staff allocation; this shall be done on or before September 20 and February 22 of each year;
  - (iv) to assist in resolving class loading matters; and
  - (v) to receive staffing status reports as determined or developed from time to time by SSSAC from the chairperson of each Local School Staffing Advisory Committee (LSSAC) by October 5 and by February 20 if the school is a secondary school on a semestered schedule. The SSSAC shall also receive by April 30 a copy of each school's tentative staffing model as per 7.08.
  - (vi) **to develop an interim Board wide staffing model based on the current school year's staffing model adjusted for enrolment projections.**
- (d) The Committee shall be convened by the Board Co- Chairperson not later than October 10 in each school year. Thereafter the Committee shall meet within 15 days of a request therefore 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. No Co-Chairperson shall have a second or casting vote in the event of a tie.
- (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 **Board wide** staffing ratios. Such proposals shall be discussed at such meeting. All recommendations should be determined by consensus. If consensus cannot be obtained **by January 15th**, the representatives who had not initiated the proposal shall be permitted 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 ratios emanating from any meetings of the Committee referred to in (e) shall be included in the public agenda of the next meeting of the Director's Council of the Board 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 Teacher Co- Chairperson of the disposition of the reports after each meeting of the Director's Council, the Human Resources Committee and the Board.
- 5.05 A statistical report of class sizes for individual secondary schools shall be reviewed at a meeting between the principal and the teachers of each school to be held no later than the first week of October and for semestered schools, the first week of March.
- 5.06 (a) A Local School Staffing Advisory Committee (LSSAC) shall be established in every school by September 15 of each school year and shall hold its first meeting by September 25.
- (b) The Committee (LSSAC) shall consist of
    - (i) 10% of the full-time equivalent teachers, rounded to the nearest whole number (a minimum of two), as elected by the teaching staff, plus the OECTA Teacher representative; and
    - (ii) the principal, and any vice principals of the school.
    - (iii) The Principal and the Teacher representative shall be co-chairpersons of the committee.
  - (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 committee shall be convened by the Principal no later than September 25 in each school year. Thereafter, the committee shall meet within 5 days of a request therefor by either co-chairperson but not less than twice per school term or semester during the school year. An agenda and back up material shall be prepared by the co-chairpersons and provided to the members of the committee in advance of any meeting where possible. Meetings following the September 25 meeting shall be chaired alternately by the OECTA teacher representative and the Principal.
- (e) The duties of the LSSAC shall be as follows:
  - (i) to advise the principal regarding:
    - the school staffing priorities
    - the development of the tentative staffing model for the following school year as in Article 7,
    - resolution of difficulties arising out of staffing assignments,
    - the suggestions or requests of any teacher(s) who make submissions to the committee regarding the above, and
    - the completion of reports requested from time to time by the Secondary School Staff Allocation Committee,
  - (ii) to report at a meeting of the full teaching staff of the school no later than Friday of the first week of October, and for semestered schools, the first week of March, and on a regular basis but not less than twice a term or twice a semester, and
  - (iii) to keep notes of all the proceedings of the LSSAC and to distribute such notes to all committee members within 10 days after the meeting.

ARTICLE 6  
POSITIONS OF RESPONSIBILITY

- 6.01 (a) (i) Appointments to positions of responsibility, other than resource teachers, programming and assessment teachers, and department heads, shall be made permanent following a probationary period of one year which period may at the discretion of the Board be extended to a second year. The Board may relieve teachers from such positions during the probationary period.
- (ii) Appointments to teacher positions of added responsibility are for a one year term. Such appointments may be renewed on a year by year basis.
- (b) (i) 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.
- (ii) Subsequent to posting of an advertisement in the local school, applications for the positions of assistant department head, **program leader** and head teacher shall be to the principal who will make a recommendation to the local superintendent of education.
- (c) Except for the positions of major department head and minor department head, 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 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.
- (d) All new appointments to positions of responsibility except department heads shall be announced in the Director's Bulletin.

- 6.02 (a) Department heads who shall be appointed only by the Board shall hold specialist or honour specialist qualifications in one or more of the subjects taught in the organizational unit for which the teacher is appointed, except in the case of acting department heads who shall have qualifications and experience as determined by the Board. The Board shall appoint a minimum of three (3) department heads in each secondary school even though the enrolment does not warrant such.

When a new appointee is moving from the position of major department head with this Board to a position of department head in a newly established secondary school, such teacher shall continue to be paid the allowance for major department Head for a period of two (2) school years.

- (b) In lieu of the appointment of department heads for adult/alternate secondary schools, a head teacher shall be appointed at each campus.

In the event that there is department head entitlement in excess of that utilized in the appointment of head teachers, the Board may utilize the excess entitlement to appoint the corresponding number of department heads.

- (c) Teachers appointed as department heads shall teach the majority of their course load in the department(s) for which the teacher is appointed.

- 6.03 (a) Resource teachers and programming and assessment teachers shall be appointed for a three-year term but during the first year thereof are on probation and may be relieved.

- (b) A resource teacher or a programming and assessment 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 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 or programming and assessment teacher position during the annual request for such applications. However, if a second notice is required for any resource teacher position or programming and assessment teacher position because there is no applicant for the position who is considered suitable therefor by the Director of Education, then the incumbent resource teacher or programming and assessment teacher may apply.

- (c) A resource teacher or a programming and assessment 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 pregnancy/parental leave under section **19.02** have the term as resource teacher or programming and assessment 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 pregnancy/parental leave under section 22.05 have the term as resource teacher or programming and assessment 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 or a programming and assessment 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 or programming and assessment teacher shall be informed by the March 1 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 or programming and assessment teachers in a particular specialty shall be reduced it may reduce the term of any resource teachers or programming and assessment teachers in such specialty provided it does not extend the term of any resource teachers or programming and assessment teachers in such specialty.
- 6.04 Subject to Article 10, the Board may relieve a teacher from a permanent position of responsibility or as a resource teacher or programming and assessment 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 filling 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 filling of such position.
- 6.06 (a) Where practicable, positions of responsibility which become vacant in a school, for any reason, may be filled by acting appointments from the local school until the last school day in June or until the return of the incumbent, whichever comes first.
- (b) In the event that a teacher in a position of responsibility goes on any leave of one year or more as provided in this agreement then, pending the return of the teacher from such leave, the Board may appoint a teacher to act in

such position from the existing "short list" but if there is no short list, the Board may appoint any teacher to act in such position until the appointment/re-appointment is made.

- (c) Notwithstanding 6.06(a) or 6.09, the Board may make an acting appointment from the existing 'short list'.

6.07 A teacher appointed by the Board to a position of responsibility in an "acting" capacity will be paid the appropriate salary or responsibility allowance for the position.

6.08 (a) All appointments to major and minor department head positions other than acting appointments shall be according to the following procedures:

- (i) the Board shall request applications indicating the specific position and school to fill each department head position by a notice in the Director's Bulletin;
- (ii) applications will be returned to the principal of the school;
- (iii) each teacher who meets the criteria set out in the advertisement shall be entitled to an interview;
- (iv) the interview committee shall consist of at least three people including the principal who shall chair the committee;
- (v) the principal shall forward the recommendations of the committee to the local superintendent of education for the consideration and approval of the Director; and
- (vi) the process of appointment of headships shall be reviewed yearly by the appropriate superintendents of education.

6.09 (a) In the event that a department head has been or will be absent for a period of time including the months of May and June, upon the request of the principal, subject to 6.02, and subject to the approval of the Director, a teacher from that school may be appointed as acting department head.

- (b) The provision of 6.09(a) shall not prevent the Board, upon request of the principal, from making an acting appointment when a department head is absent for an extended period of time.

6.10 The role of the department head with respect to assisting the principal and vice-principal in Teacher Performance Appraisal shall be congruent with the Appraisal, Growth and Improvement document.

## 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 Personnel Department. Transfer requests will be received until June 1; 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 Personnel 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 representative. As of April 1, May 1 and June 1, supplementary lists of transfer requests will be compiled and distributed as appropriate to superintendents of education, principals and OECTA representative. The list will be available for distribution by the 15th of each month respectively.
- (c) Upon receipt of the listing the OECTA representative shall post it on the school/other work place bulletin board. Such list shall include all transfer requests, setting out 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 on the May 1 and/or June 1 supplementary lists.
- (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 June. 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.
- (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. It is understood that this consultation shall serve to ensure that the transfer request of any secondary school teacher for a vacant secondary school position shall be given due consideration.

- (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 secondary school 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.

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. The teacher shall indicate on that form whether a regular transfer and/or a transfer exchange request is also being made.
- (c) Applications for open transfer shall be received by the Personnel Department only during the month of January.
- (d) The Personnel 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 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 exchanges 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 exchanges 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 arrangements:
- (i) The teacher who has accepted the surplus position must accept for the period of the exchange a placement provided by the appropriate superintendent of education.
  - (ii) At the end of the exchange year, if there is no agreement to make the exchange 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 Personnel Department by April 15 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 April 15 but before the first school day in September shall be placed where needed in any of the Board's schools/other work places.

#### Placement Priorities

- 7.06 Before placing any external teaching applicants for September 1 of any year, superintendents/ principals shall consider and shall attempt to give priority to placement to the following groups:

- the list of teachers surplus to the Staffing Model of their school(s)
- the list of teachers who are returning from any leave including secondment, extension of maternity leave and/or loan to outside agencies and who have advised the Personnel Department, prior to March 1, of their intention to return to teaching effective September 1;
- the list of teachers who apply for transfer prior to March 1;
- teachers on the recall list.

- 7.07 Teaching positions which become available during the school year will be advertised in the Director's Bulletin. A teacher who is qualified for the available position shall be given a priority over any outside applicants. The Board shall give consideration to teachers who requested transfers in the previous spring for positions that come available during semester 1/term 1.

#### Staffing Models

- 7.08 (a) Each school principal shall establish a tentative staffing model in consultation with the Local School Staffing Advisory Committee for each principal's school for the following school year during the first three weeks in April. The tentative staffing model shall include :
- (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.
  - (iv) any available positions;
  - (v) the names of any teachers who may be surplus to such model.
- (b) This model shall be forwarded to the superintendent of education for approval after which it shall be forwarded to the Personnel Department by April 30.
- (c) For the purposes of being declared surplus to a secondary school, the following criteria shall be considered
- (i) the number of years experience of a teacher within the secondary school panel which shall be the length of time from the commencement of such teacher's most recent employment in secondary schools/work places
  - (ii) the qualifications as registered on the teacher's Certificate of Qualifications.
  - (iii) previous teaching experience in the available subject areas
- In determining which of two or more teachers are to be declared surplus, the Board shall apply the criteria set out in (i), (ii) and (iii) in that order. In the event that two or more teachers are equal based on (i), (ii), and (iii) and neither volunteers to be declared surplus, the Board shall consider the relevant skills and competence of such teachers.
- (d) All teachers who are surplus to such staffing models shall be informed in writing on the form(s) developed by the Board/Teacher Staff Allocation Committee(s) by April 30 by the principal or superintendent of education.
- (e) Any changes after April 30 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 promptly by the principal, as approved by

the appropriate superintendent of education, to the Personnel Department. Any teacher declared surplus after April 30 shall be informed forthwith in writing by the principal or superintendent of education of such status on the form(s) developed by the Secondary School Staff Allocation Committee.

- (f) 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 superintendent of education has jurisdiction.
- (g) 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.
- (h) Listings of tentative positions in the elementary panel and the secondary panel will be sent to the superintendents of education, the President of OECTA, principals, and OECTA school representatives in the first week in May, with updated listings to follow in the third week in May and 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.

#### Transfer to Part-time Teaching

- 7.09 (a) A teacher wishing to change his/her Basic Time Class shall complete the form referred to in 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 change a teacher's Basic Time Class to teaching on a full-time basis but any application therefor will be given due consideration.
- (c) A part-time teacher who in the view of the Board is qualified for and able to perform satisfactorily in the available position, shall be given a priority over any outside applicants for any full-time position.

#### Job Sharing

- 7.10 (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 Personnel Department between January 1 and June 1. The names of

all teachers who have applied will be set out in a Job Sharing List as an addendum to the list referred to in clause 7.01.

- (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.
- 7.11 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

- 8.01 (a) A teacher shall be on probation for a period of  
a
- (ii) two years where the teacher has less than three years of experience; and
  - (iii) one year where the teacher has at least three years of experience in Canada.
- 8.01 (b) A teacher who takes a leave of absence in excess of 20 working days for any purpose while on probation shall have the probationary period extended by the duration of the leave.
- 8.02 (a) For all teachers employed in the secondary panel on August 31, 1996 seniority shall be determined by the date of the teacher's most recent hiring (other than as a result of a recall after layoff) by the Board and shall be maintained and accumulated so long as the teacher remains in the bargaining unit 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.
- (b)(i) For all teachers employed in the elementary panel prior to August 31, 1996 who commence employment in the secondary panel after August 31, 1996, seniority shall be determined by the date of commencement of employment in the secondary panel.
- (ii) For all teachers who transfer on or after August 31, 1996 from the elementary panel of the Board to the secondary panel of the Board, the seniority shall include, for tie-breaking purposes only, any previous continuous service in the elementary panel.
- 8.02(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 (1980) Section 136-1(14).
- 8.02(d) In the event that two or more teachers have equal seniority based on the provisions of 8.01(a) to (c), the following criteria shall be used in order until the tie is broken:
- 1) the length of service as a teacher with the Board prior to the teacher's most recent hiring by the Board.
  - 2) the length of previous service as a teacher employed by any school Board in Ontario at any time;
  - 3) the length of service while employed as a teacher in another province which, if the teacher had been employed at the time in Ontario

would have been credited as experience under the statutes or regulations then in force in Ontario.

- 8.02(e) The Board shall not be required to make the calculations set out in 8.02 (d) except to determine redundancy among teachers of equal seniority under 8.02(a) and (b).
- 8.02(f) Teachers employed on a temporary or casual basis are not included in these seniority provisions.

#### Loss of Seniority

- 8.03 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 by the Board or the teacher's contract is terminated and the teacher is not reinstated;
  - (iii) is laid off for at least 26 consecutive months; or
  - (iv) fails, following the teacher's layoff, to notify the Board within five 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 8.07(ii), 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

- 8.04 The seniority lists shall be updated each year as of November 30. Each 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 the seniority list may fill out the appropriate form to be submitted to the Superintendent of Education, Personnel, for verification and adjustment if required. A list of revisions to the seniority list shall be posted in the school/other work place by January 31. The Board shall provide two copies of the appropriate list to OECTA by January 31.

#### Layoff/Resignation Procedures

- 8.05(a) Where there is a redundancy of teachers in either secondary 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. Teachers declared redundant shall be notified in writing. The notice shall state that 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 January 31, or by May 15 of the school year to take effect September 1 of the following school year.

- (b) In determining whether or not a teacher possesses the necessary qualifications and experience, the following criteria shall be considered:

- (i) the qualifications as registered on the teacher's Certificate of Qualifications and successful teaching experience in the available subject areas;
- (ii) relevant subject area accreditation by a university recognized under the regulations.

In the event that two or more teachers are equal under such criteria, the Board shall consider the relevant skills and competence of such teachers.

- (c) Teachers who elect to resign from the Board shall give notice by November 30 to take effect December 31 or January 31, or by May 15 of the school year to take effect August 31. Such notice may be waived by mutual agreement.

#### Recall Procedures

- 8.06 In the event the Board intends to hire teachers in the secondary schools, it shall recall individuals on the recall list in accordance with their seniority ranking within the secondary schools if they have the qualifications and experience required by the Board applying the criteria identified in 8.05(b) to perform the duties of the available positions.

- 8.07 In recalling teachers, the following steps shall be adhered to:

- (i) notice of recall shall be sent to the teacher by registered mail 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 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;
- (iv) 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.

#### Other

- 8.08 A teacher who is laid off may apply to teach Continuing Education courses for which he/she is qualified.
- 8.09 Notwithstanding the provisions of this Article, the Board shall be allowed to staff its secondary schools within the staffing ratios of this agreement with members of Catholic religious communities up to 8% of the teachers in the secondary schools in any given year, provided that this does not directly result in a local school surplus situation.



ARTICLE 9  
MANAGEMENT RIGHTS

- 9.01 The Teachers acknowledge that it is the exclusive function of the Board to manage and to determine educational policies consistent with the rights and objectives of a Roman Catholic District 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.
- 9.02 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 catholic 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) to 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 such child or children.
- 9.03 Where the Board establishes a committee requiring official teacher representation, the Board shall request of the Unit Executive a Teacher representative. This does not preclude the Board from inviting teachers to function as a resource to committees in an individual capacity.

## ARTICLE 10 JUST CAUSE

- 10.01 (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 10.02 shall have no application to a demotion cause as a result of a position being declared surplus as defined in Article 1.
- 10.02 In the event that the Board proposes to demote 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.
- 10.03 In the event that the Board proposes to dismiss a teacher for a reason other than redundancy, the Board shall provide the teacher within 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 Toronto Secondary 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.
- 10.04 (a) Subject to clauses (b) and (c) below, the Board shall not without just cause dismiss a teacher.
- (b) It is understood and agreed that dismissals for denominational cause are not subject to the "just cause" requirement.
- (c) 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.

ARTICLE 11  
PARAPROFESSIONALS

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

11.02 (a) To accommodate the Individualized Program at Mary Ward Catholic Secondary School, the principal, in consultation with LSSAC and with the approval of the superintendent, may develop an alternate staffing model which converts a portion of the school's staffing allocation to paraprofessional assistance. The maximum number of full time equivalent teaching positions which may be converted to paraprofessional assistance will be limited by the following formula:

$$\frac{6.5}{194} \times \text{full time equivalent staff under 5.01 (b)} \times 4.5$$

The alternate staffing model shall be reported to SSSAC, for information.

(b) The time lines as per 7.08 (a) and (b) shall apply.

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, 2000**

STEP	CAT.A0	CAT.A1	CAT.A2	CAT.A3	CAT.A4
0	29,514	32,081	33,551	36,982	38,450
1	31,479	34,216	35,776	39,577	41,277
2	33,442	36,350	38,001	42,170	44,105
3	35,405	38,485	40,225	44,764	46,931
4	37,368	40,618	42,450	47,358	49,759
5	39,332	42,752	44,675	49,953	52,587
6	41,295	44,885	46,900	52,546	55,414
7	43,258	47,020	49,124	55,140	58,241
8	45,222	49,155	51,350	57,735	61,068
9	47,186	51,288	53,574	60,327	63,896
10	49,150	53,423	55,798	62,922	66,723

**Effective November 1, 2000**

STEP	CAT.A0	AT.A1	CAT.A2	CAT.A3	CAT.A4
0	30,057	32,671	34,168	37,662	39,157
1	32,058	34,846	36,434	40,305	42,036
2	34,057	37,019	38,700	42,520	44,917
3	36,056	39,193	40,965	45,588	47,795
4	38,056	41,365	43,231	48,229	50,675
5	40,056	43,539	45,497	50,872	53,554
6	42,055	45,711	47,763	53,513	56,434
7	44,054	47,885	50,028	56,155	59,313
8	46,054	50,059	52,295	58,797	62,192
9	48,054	52,232	54,560	61,457	65,072
10	40,054	54,406	56,825	64,080	67,951

ARTICLE 13  
ANNUAL ALLOWANCES

- 13.01 The annual allowances in dollars for positions listed below shall be as follows:

	SEPT 1/95
POSITION	
Major Department Head	\$3,700
Head Teacher	3,700
<b>Program Leader</b>	1,850
Minor Department Head	1,850
Assistant Department Head	1,850
Resource Teacher	3,700
Programming and Assessment Teacher	3,700
Teacher (Catholic Teachers' Centre)	3,700

- 13.02 A resource teacher 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.

- 13.03 (a) Subject to paragraph (e) below, each teacher appointed to a special education class or a home instruction assignment established in accordance with the regulations under the Education Act shall be paid an allowance for special education certification, according to the following:

SEPT 1/95

Part I	638
Part II	958
Specialist	1,247

The allowance shall be prorated according to the percentage of time assigned to a special education class or home instruction assignment. Full time is defined in accordance with the provisions of Article 5.

- (b) Programming and assessment teachers shall be eligible for one-half the allowance provided in (a) above, but other teachers in positions of responsibility shall not be so eligible.
- (c) Any teacher who has been receiving a special education allowance in the 1986/87 school year for teaching in a Language Instruction Class shall continue to receive such allowance in the **2000/2001** school year if continuing in a Language Instruction assignment.

- (d) Each teacher appointed to an approved English as a second language class shall be paid an allowance for English as a Second Language certification according to the following:

SEPT 1/95

Part I	638
Part II	958
Specialist	1,247

The allowance shall be prorated according to the percentage of time assigned to English as a second language. Full time is defined in accordance with the provisions of Article 5.

- (e) Notwithstanding the foregoing:
- (i) no teacher shall be entitled to be paid more than one of the allowances provided in paragraphs (a) or (d) 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 class after August 31, 1980 shall be entitled to the allowance payable under paragraph (a) above and no teacher appointed to an English as a second language class shall be entitled to the allowance payable under paragraph (d) 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 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 **13.05**.

Notification of successful completion of a postgraduate degree and salary adjustments shall be in accordance with sections 3.08 and 3.09.

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

ARCT, ATCM, AWCN 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 **13.04** and that the recipient first became entitled to this allowance prior to September 1, 1981.

ARTICLE 14  
TRAVEL ALLOWANCES

- 14.01 Itinerant teachers, cooperative education teachers, programming and assessment 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 at the following rate:
- \$0.35 per kilometre for the first 5,000 kilometres in a calendar year, and
- \$0.29 per kilometre 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 principal shall be reimbursed at the rate set out in **14.02**.
- 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 1995 Ontario Dental Association (ODA) tariff; with Riders 1 and 2, a major restorative rider with reimbursement at a level of 50% and a lifetime maximum of \$10,000 and an orthodontic rider with reimbursement at a level of 50% and a lifetime maximum of \$3,000 per person. The Board shall pay 100% of the premium for the basic plan with Riders 1 and 2, and the major restorative and orthodontic riders. Effective August 31, 1997 the **Great West Life** Dental Plan will be amended to change from a 6 month check-up interval to a 9 month check-up interval.
- 15.02 The Board shall continue the existing **Great West Life** Semi- Private Plan and the Extended Health Plan with the deductibles of \$10 and \$20 and shall provide the **Great West Life** \$150/24 Vision Care Plan and pay an amount equal to 100% of the premium in force on March 1, 1993. Effective September 1, 1999 the Board shall pay an amount equal to 100% of the premium in effect on February 1, 1999.

Effective August 31, 1997 the **Great West Life** Extended Health Care Plan will be modified to reflect the following changes:

- (i) the dispensing fee eligible for re-imbursement under the Extended Health Plan shall be capped at seven dollars per prescription.
  - (ii) an option to have prescriptions filled via mail-order shall be made available.
  - (iii) over-the counter drugs shall be removed from the formulary of drugs covered under the Extended Health Plan.
- 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 13**. 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 March 1, 1993.

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

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** 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 Any EI rebate to which teachers are entitled by reason of the sick leave plan shall be paid to Toronto Secondary Unit, 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 carriers and the amounts thereof. The application thereof shall be subject to joint agreement of the Board and the 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.
- 15.08 (a) A teacher who has retired may continue to participate in the Board's benefits plans until the age of sixty-five (65) at the expense of the retired teacher and in accordance with the procedures that may be established by the Board benefits department.**
- (b) **In the event of the death of a retired teacher who elected to continue with benefits coverage in accordance with Article 15.08(a), the spouse and dependent children, if any, may continue to participate in the benefits plan until the spouse reaches the age of sixty-five (65) and any dependent children reach the age of twenty-one (21).**

ARTICLE 16  
METHOD OF PAYMENT

- 16.01 The annual salary of each teacher shall be divided into twenty-six (26) equal instalments.
- 16.02 (a) One instalment shall be payable on the first 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.
- (b) The Board shall publish in the Director's Bulletin #2 a salary schedule indicating the payment dates during the school year, the portion of annual salary to be paid on each date, the frequency of deductions and an explanation of deduction codes.
- 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 each teacher's pay, 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 under section 47(2) of the Labour Relations Act.
- 16.05(c) O.E.C.T.A. 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
  - divided by the number of school days in the school year

- 16.07 The Teachers acknowledge that the payment by the Board in previous years, pursuant to an agreement entered into with a private secondary school providing for a unified payroll, of the salary and benefits of teachers employed by such private secondary school is not to be construed per se as altering the status of such teacher as an employee of such private secondary school.

ARTICLE 17  
PROFESSIONAL DEVELOPMENT

- 17.01 (a) In order to assist the teachers with their professional development, the Board shall have a committee to which the Teachers shall nominate two teachers to advise on the allocation of funds available to teachers for convention and meeting expenses.
- (b) Teachers 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 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 Secondary School Professional Development Committee.
- (c) The Secondary School Professional Development Committee, composed of two Teacher representatives and two Board representatives, will meet as required to advise on the use of the funds.
- (d) Teachers shall submit to their superintendent or designate receipts attached to the appropriate form.
- (e) Provision of occasional teachers to replace teachers attending approved professional activities, shall be at the discretion of the appropriate superintendent of education.
- (f) The Board shall endeavour to provide a supply teacher for any teacher who, under direction from the Board, is required to be absent from the school for one or more full school days.
- 17.02 The Teachers will be requested to appoint two (2) teachers to assist in preparing recommendations to the Board on the number and use of Professional Activity Days.

ARTICLE 18  
DEFERRED SALARY PLAN

- 18.01 The Board will grant leaves of absence of one year to teachers on the basis of spreading 4 years' salary over 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 who has permanent status with the Board and who has completed at least 2 years' teaching for the Board may apply to participate in such Plan.
- 18.03 The maximum number of such leaves which may be granted under such Plan shall not exceed 60 in any school year.
- 18.04 A teacher wishing to participate in such Plan shall apply on the form available from the Personnel Department. The forms will be available on January 1 and must be received by the Personnel 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 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 the 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, in two equal instalments, or in instalments in accordance with section **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; and
- (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. The teacher may buy the pension for the full salary while on leave, but must return to active teaching with the Board for a minimum of 70 days for the purchase to count;
- (f) during such school year of the leave of absence the teacher shall not work for the Board, shall not act as an occasional teacher for the Board, and shall not teach in the summer or night school for the Board.

- 18.08 Subject to any other provisions of the Collective Agreement, the teacher shall return to the secondary school/workplace at which the teacher had been so employed.
- 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. The teacher shall then be paid within 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 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 60 days by notice in writing to the Board. The teacher shall be paid within 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 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 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 At the request of the Teachers made during the negotiations for the renewal of this Agreement, the Board will review with the Teachers the provisions of this Article in the circumstances of applications made by teachers wishing to participate in the deferred salary plan.

18.19 In the event that the number of teachers going on leave in any year is greater than the number of teachers on such leave in the immediately following school year, the Board may employ replacement teachers in number equal to the difference between such first mentioned numbers.

None of such replacement teachers, who shall be identified as such, shall have any recall rights upon being laid off consequent upon the return of the teacher the replacement teacher had replaced.

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 B1). Statutory parental leave includes leave for the purposes of adoption. Such leaves shall be without pay except as provided in clause **19.09**.

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 Personnel 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 30 days written notice should be given to the Board prior to the commencement of the leave. *Provided that it is logistically possible, the teacher may subsequently change leaves by requesting the change, in writing, at least 30 days prior to the date change is to be effected.*
- (c) If unforeseen circumstances subsequently arise 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) In the best interests of education, teachers shall attempt to arrange commencement of and return from pregnancy and parental leaves from the beginning of a school term or semester.
- (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 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 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 term or semester.
- 19.06 Subsequent Extensions - Subject to clause **19.04** and upon request of the teacher made at least thirty (30) days prior to the expiry of the first extended parental leave, the Board shall grant subsequent extended parental leaves of full term, semester or school year duration.

#### Conditions for Returning from Extended Parental Leave

- 19.07 (a) A teacher shall return from an extended parental leave at the beginning of a school term, semester or school year only.
- (b) A teacher returning from an extended parental leave shall be guaranteed the same school/workplace provided no staffing emergency has arisen.

#### Benefits

- 19.08 A teacher granted a statutory leave and the first extension 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 and the first extension but not during any subsequent extension. 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.
- 19.09 A teacher taking pregnancy/parental leave under this Article who is subject to a waiting period of at least two weeks before receiving EI pregnancy/parental benefits shall receive an allowance, upon appropriate

verification to the Board. This allowance shall be the same amount as the teacher receives in benefits from the EIC for a two week period.

### Special Parental Leave

- 19.10 (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 or semester.
- (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 Education, Personnel. 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 appropriate geographical area 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

- 19.11 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.
- 19.12 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 clause (c), 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 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, in accordance with the applicable law, to the Board of any sick leave credits accumulated with any other school board in Ontario.
- 20.03 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.

- 20.04 With respect to those teachers who were shared by the Board and the private sector of a secondary school, the teacher's unused sick leave credits accumulated with the private sector shall be credited in the teacher's sick leave record in the same manner as for a teacher who has transferred from another school board.

#### Deduction from sick leave credits for illness

- 20.05 (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.

#### Resignation

- (d) If a teacher submits a resignation 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

- 20.06 If a teacher is obliged to attend a dead or dying relative beyond any leave granted under section **20.07** and section **21.01**, the teacher may apply through the appropriate superintendent to the Superintendent of Personnel 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

- 20.07 (a) Urgent personal business is business affecting one's personal affairs which must be conducted and which cannot be scheduled outside of school hours.
- (b) Upon consultation with the principal, who will validate by signing the Employee Absence Report, a teacher may take time off for urgent personal business that arises out of:
- (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.
- (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 principal or superordinate.
- (d) If urgent personal business is for any reason not outlined in **20.07(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

- 20.08 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.
- 20.09 If by reason of sections **20.06**, **20.07** or **20.08** 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.
- 20.10 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).
- 20.11 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. Further, the Board shall provide, in September of each year or as soon thereafter as possible, a record of each teacher's accumulated sick leave credits, as of the 30th day of June previous.
- 20.12 Accumulated unused sick leave credits shall be used to provide a gratuity in accordance with Article **24**.
- 20.13 A teacher who is not applying for leave under Article **19**, may apply to the appropriate superintendent of education for a leave, with deductions from sick leave credits, for the purpose of adoption phase-in procedures. Appropriate documentation from the Catholic Children's Aid Society, or equivalent organization, as to the time required for the adoption phase-in, shall accompany the application. After reviewing the documentation, the superintendent of education may grant up to 5 days leave, however, two of these days must be taken under **20.07**.

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, fiancé(e), and, in special circumstances recognized by the Director, a former legal guardian or ward.
- (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 AND ASSOCIATION BUSINESS

- 22.01 (a) At the discretion of the Board, a teacher may be granted leave of absence without pay for up to one 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 or semester according to the organization of the local school.
- (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 **15** 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 of one year or less shall return to the secondary school/workplace at which the teacher had been employed. The foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.

ASSOCIATION BUSINESS

- 22.02 (a) Upon request in writing, at least two (2) months in advance by the Toronto Secondary Unit of OECTA, the Board shall grant leaves of absence for up to two (2) representatives designated by OECTA provided:
- (i) the leave for any representative shall be without pay or benefits for a minimum period of one school term, semester, or such lesser period, if requested, as approved by the Director of Education and for a maximum period of one school year;
- (ii) all salary and benefits shall be paid by the unit and shall be administered by the Board through the normal payroll process;
- (iii) 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 employment with the Board; and
- (iv) seniority shall continue to accumulate during the period of such leave of absence.

- (b) In addition to the leave(s) granted under **22.01(a)**, upon request in writing made at least two (2) months in advance by the Toronto Secondary Unit of OECTA to the Board for a leave(s) of absence without pay or benefits for the teachers who are President and First Vice- President, such leave shall be granted provided:
    - (i) the leave shall be for a school year or part thereof or a portion of the teaching day for a defined period;
    - (ii) all salary and benefits shall be paid by the branch affiliate and shall be administered by the Board, through the normal payroll process;
    - (iii) sick leave shall be credited to the teacher during such leave of absence and any unused sick leave credits accumulated prior to and during such leave of absence shall be available to the teacher on resumption of employment with the Board;
    - (iv) such teacher's seniority and teaching experience shall continue to accumulate during such leave of absence; and
    - (v) the leave shall be renewable upon request on the same terms provided that the teacher continues as President or First Vice President.
  - (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 in the same geographical area unless there has been prior agreement as to the specific position to which the teacher shall return. But the foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.
- 22.03 (a) The Board recognizes the appointment of one Teacher representative at each school.
- 22.03 (b) A Teacher representative shall suffer no loss in pay or benefits to attend a meeting with a member of the bargaining unit called by the principal and/or vice principal.
- 22.03 (c) The Board shall provide, subject to 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 also provide the Teacher representative in each school or workplace with access to a telephone and photocopier.

- 22.03 (d) The Board shall provide the Teacher representative access to a bulletin board in each workplace for the posting of Unit business and information for the Unit membership.
- 22.03 (e) The Board shall provide Teachers in every school or workplace with a suitable meeting room on request, free of charge and at no cost to the Board provided this does not interrupt the instructional program.
- 22.03 (f) TSU officers shall have access to Unit members for Unit business at all schools and workplaces provided that this does not interrupt the instructional program.

ARTICLE 23  
WORKPLACE SAFETY AND INSURANCE

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 day 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.

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.

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 Teachers' Pension 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 and computed in accordance with the following formulae:

	1 year of	service	1 %	of S/L	credits	x	1/200	Of annual	salary
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 Personnel Department. The Personnel 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' Pension Act.

ARTICLE 25  
STATISTICAL INFORMATION

25.01 Twice during the school year, the Board shall supply the Teachers with any statistical information which is available concerning :

- (i) salaries, placement, seniority (as per Article 8), leaves, age and sex of all teachers, and
- (ii) student/teacher ratios, class sizes, numbers and distribution of education assistants.

This information shall be supplied to the Teachers by November 15th for data based on September 30th and by March 15th for data based on January 31st of the school year.

(b) **The Board shall provide the Teachers, twice each year, by November 7 and March 7, the following:**

- (i) **the list of teachers on a leave of absence and the commencement date of such leave;**
- (ii) **the list of teachers having returned from a leave of absence and their date of return to work; and**
- (iii) **the list of assigned occasional teachers and the names of these teachers whom they are replacing.**

25.02 (a) The Teachers shall supply or cause to be supplied on a regular basis to the Superintendent of Education, Personnel, two copies of the Toronto Secondary Unit's newsletter to members and other general interest mailing.

(b) Any statistical information concerning salaries, placement, seniority, leaves, age or sex of teacher, of student/teacher ratios and class size accumulated by the Teachers will be shared with the Board on November 15th and March 15th as per **25.01** (ii).

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 Teachers' representatives shall consult to determine the format in which the agreement is printed or otherwise duplicated for such distribution.

25.04 The Teachers shall provide cost-free to the Board fifty (50) copies of the "QECCO Teacher's Qualification Evaluation Programme 4".

ARTICLE 26  
ACCESS TO TEACHER RECORDS

- 26.01 On request to that teacher's superintendent, a teacher shall be provided with access to his/her "official file" as defined in **26.03** (d) and as maintained by the Board and located in the office of the Superintendent of Education of the Superintendency to which the teacher is assigned. The Teacher shall, upon request be provided with a photocopy of any performance appraisal reports, professional growth reports, appraisal growth reports or summary reports at the time of the visit. If a teacher has initiated a grievance under section **26.03**, and requires access to his/her official file in connection therewith, the file shall be made accessible to the teacher within five (5) working days from the making of the application for access. Should the file 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 file 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 T.C.D.S.B. 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.
- (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** and any documents referred to in **26.03(a)** retained by the superintendent.

- 26.04** Any request made under the terms of this Article shall not adversely affect the right of a teacher as provided in the Municipal Freedom of Information and Protection of Privacy Act, 1989.
- 26.05** If a teacher is subject to an investigation by the College of Teachers, and if such investigation shows no wrong doing by the teacher, any reference to the investigation will be excluded from the teacher's official file, unless the teacher requests in writing to have the document(s) included.

## 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, Personnel or designate who will give an oral reply to the teacher within five (5) days after such discussion.
- (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 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 shall be initiated at Step Two of the grievance procedure.*

### 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 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 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  
GENERAL MEDICAL/PHYSICAL PROCEDURES

28.01 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
- postural drainage

28.02 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 pupils with special health conditions.

28.03 A teacher shall provide help or seek assistance for a student in an emergency. No teacher, however, shall be required to carry out any of the following procedures on an ongoing basis or as a regular duty for pupils with identified health conditions:

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



ARTICLE 29  
OCCUPATIONAL HEALTH AND SAFETY

Joint Occupational and Safety Committee

- 29.01 (a) There shall be established a Joint Occupational Health and Safety Committee (the "Committee") composed of **four (4)** members of OECTA appointed by the Teachers, and up to **four (4)** members of management appointed by the Director. All members shall be appointed for the school year beginning September 1.

The Teachers' appointment shall not include other teachers excluded by the Occupational Health and Safety Act.

- (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)
  - (i) The Manager of Occupational Health and Safety or designate from the Occupational Health and Safety Department may attend and participate in all meetings but shall not be a voting member.
  - (ii) A Co-chairperson may 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.
- (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 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 per semester. Either co-chairperson, in consultation with the other co-chairperson, may call a meeting to discuss emergency matters.
  - (f) In the absence of any agreement by both the co-chairpersons, the meeting shall be held after 1:30 p.m.
  - (g) There shall be no loss of pay to the teacher for the time taken away from the teacher's school 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.
  - (h) 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 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 21 calendar days of receipt of
- (i) recommendations addressed to the Director by the Committee, or
  - (ii) reports referred under clause **29.01(h)**.
- 29.03 (a) The Teachers shall designate one of the teacher representatives and in the case of emergency an alternate(s) to:

- (i) inspect secondary schools within the jurisdiction of the Board at least once per school year 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
  - (iv) attend at investigations, tests, and refusals to work, as per legislation.
  - (v) if required, obtain certification as per legislation, at Board expense.
- (b) The teacher designated under **29.03(a)** shall be released from teaching duties for a **full school year** and placed on Special Assignment. Upon the expiry of the assignment, the teacher shall be reassigned to the same school unless such teacher has been declared surplus or redundant in accordance with the terms of this Collective Agreement.

#### 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 occupational health and safety problems with their school principals, and shall allow reasonable 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 including the TCDSB asbestos Management Program (AMP). The Board shall also make available the WHMIS regulations. All of the above shall be posted or made available in a prominent location in each staff room not later than September 30 of each school year.
- (b) OECTA Teacher representatives shall be sent copies of the minutes of the Committee and reports of all inspections, investigations or tests which are relevant to their Secondary School workplace within reasonable time.
- 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.

- 29.07 Detailed working guidelines of the committee are set out in Appendix D. At the request of the Teachers or the Board at any time, the Board and the Teachers will discuss and review the guidelines.

ARTICLE 30  
HUMAN RIGHTS

- 30.01 The sexual harassment policy and complaint procedure as established by the Board shall apply to all teachers.
- 30.02 The policy statements of the Board on Race and Ethnic Relations shall apply to all teachers.
- 30.03 The policy statement of the Board on Employment Equity shall apply to all teachers.
- 30.04 The Teachers and the Board recognize that every teacher has a right to freedom from assault in the workplace. Assault is defined as follows:
- (i) any intentional use of force against another person without his or her consent;
  - (ii) any attempt or threat to use force;
  - (iii) while openly wearing or carrying a weapon or an imitation thereof he or she accosts or impedes another person or begs
- Procedures for dealing with an assault on or by a teacher shall be in accordance with the VIOLENCE PREVENTION Policy as defined in the Board Policy Register.
- 30.05 The policy and policy statements referred to in **30.01, 30.02, 30.03** and **30.04** should be reviewed at a meeting of the full teaching staff of a school once each school year.

ARTICLE 31  
HIRING THE DIFFERENTLY ABLED

- 31.01 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 Teachers 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 32 CONTINUING EDUCATION

### 32.01 Definitions:

- (a) "secondary 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" as amended by Education Quality Improvement Act who is engaged in the teaching of a course or courses, which is/are eligible for credit towards an Ontario Secondary School Diploma and for which Continuing Education grants are received.
- (b) "secondary school continuing education course" shall mean a credit course developed from Ministry of Education and Training Guidelines or approved by the Ministry of Education and Training and which has been scheduled for the number of hours prescribed by the Ministry of Education and Training.

32.02 (a) 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.

- (b) The Board will continue to advertise internally all continuing education positions prior to advertising for any outside applicants.

32.03 (a) (i) The salary scale for a secondary school continuing education teacher shall be as follows for each hour of instruction in a credit course. The hourly rate includes 3% for statutory holiday pay and 4% for vacation pay.

Step		Sept 1/95
0	(less than 2 full credit courses)	35.50
1	(2 or 3 full credit courses)	37.87
2	(4 or 5 full credit courses)	40.24
3	(6 or more full credit courses)	42.61



- (ii) **The Salary scale for Msgr Fraser College continuing education teachers shall be as follows for each hour of instruction in a credit course. The hourly rate includes 3% for statutory holiday pay and 4% for vacation pay.**

<b>Step</b>		<b>Sept 1/2000</b>
<b>0</b>	<b>(less than 2 full credit courses)</b>	<b>36.15</b>
<b>1</b>	<b>(2 or 3 full credit courses)</b>	<b>38.57</b>
<b>2</b>	<b>(4 or 5 full credit courses)</b>	<b>40.98</b>
<b>3</b>	<b>(6 or more full credit courses)</b>	<b>43.39</b>

- (b) A secondary school continuing education teacher shall be advanced on the steps of the salary schedule set out above on the basis of the number of secondary school continuing education full credit courses taught and completed prior to the commencement of duties on a secondary school continuing education assignment for which the higher rate is to be paid.
- (c) A step on the salary schedule shall be based on the number of secondary school continuing education credit courses the secondary school continuing education teacher has taught for the Board, after July 1, 1988.
- (d) To be recognized for salary purposes, courses must be full credit courses (90 - 120 hours). Fractional credit courses shall be accumulated to constitute a full credit course. An upgrading credit course shall be counted as one-half of a full credit course.

- 32.04 a) A secondary school continuing education teacher, shall not be paid an hourly rate while absent from duties for any reason **except as specifically provided herein.**
- b) **A teacher in continuing education adult day school at Msgr. Fraser College shall be entitled to three (3) days of sick leave with pay per session on a non cumulative basis.**
- c) **A teacher, in this regard, may be requested to provide certification of such absence by a qualified medical or dental practitioner.**

- 32.05 Other than as set out in this Article, the terms and conditions of this collective agreement shall not be applicable to secondary school continuing education teachers.

- 32.06** A teacher in continuing education adult day school at Msgr. Fraser College shall be eligible for benefits as set out in Article **15**.
- 32.07** **Effective February 1, 2001 Continuing Education Teachers at Msgr. Fraser College will be entitled to three (3) sick days with pay per session on a non cumulative basis.**

**ARTICLE 33**  
**NO STRIKE OR LOCKOUT**

**33.01**        There shall be no strike or lockout during the term of this agreement or of any renewal of this agreement.

**ARTICLE 34**  
**EFFECTIVE DATE - DURATION**  
**(TERMINATION - RENEWAL)**

**34.01** This agreement shall become effective **September 1, 2000**, and shall remain in full force and effect until **August 31, 2001**.

Either party may notify the other of a desire to negotiate a renewal of this 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

THE TORONTO SECONDARY 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. 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 Personnel, 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/PARENTAL LEAVES

POSSIBLE SCENARIOS UNDER  
NEW EMPLOYMENT STANDARDS ACTFOR ILLUSTRATION PURPOSES ONLY

## SCENARIO (PROVISIONS UNDER COLLECTIVE AGREEMENT &amp; ACT)

1. PREGNANCY • Statutory 17 weeks (15 EI)
- EI SUB-PLAN @ 65% for first 2 weeks
  - Benefits paid by Board
  - Guarantee of return to school and position
  - Entitled to additional 18 weeks Parental Leave as per conditions of Father's Leave (#3 below)

(NB: if combined with 18 weeks parental, must begin first day after Pregnancy Leaves ends)

2. ADOPTIVE MOTHERS (Parental Leave)
- statutory 18 weeks (10 weeks EI)
  - EI SUB-PLAN @ 65% for first 2 weeks
  - benefits paid by Board
  - guarantee of return to school and position
  - not entitled to additional 18 weeks Parental Leave (#3 below)

(NB: leave may begin any time up to 35 weeks after birth)

3. STATUTORY PARENTAL (Either Parent, other than an adoptive mother)
- statutory 18 weeks (10 weeks EI is shared between parents)
  - NO SUB-PLAN
  - benefits paid by Board
  - guarantee of return to school position

(NB: leave may begin any time up to 35 weeks after birth)

## 4. STATUTORY LEAVE PLUS EXTENSIONS – REF. 22.04, 22.05, 22.06, 22.07

- Benefits paid by Board to end of first extension only
- Return at beginning of term, semester or school year
- Guarantee of return to school/workplace.

## SUBSEQUENT EXTENSIONS

LEAVE BEGINS	PREGNANCY 17 WEEKS	PARENTAL 18 WEEKS	FIRST EXTENSION		LAST DATE TO RETURN TO OWN SCHOOL
Sept 1/98	Dec 29/98	May 4/99	Aug 31/99	Jan 31/2000	Sept 1/2000
Oct 1/98	Jan 28/99	June 3/99	Aug 31/99	Jan 31/2000	Sept 1/2000
Nov 1/98	Feb 28/99	Jul 4/99	Aug 31/99	Jan 31/2000	Sept 1/2000
Dec 1/98	Mar 30/99	Aug 3/99	Aug 31/99	Jan 31/2000	Sept 1/2000
Jan 1/99	Apr 30/99	Sept 3/99	Jan 31/2000	Aug 31/2000	Sept 1/2000
Feb 1/99	May 31/99	Oct 4/99	Jan 31/2000	Aug 31/2000	Feb 1/2001
Mar 1/99	June 28/99	Nov 1/99	Jan 31/2000	Aug 31/2000	Feb 1/2001
Apr 1/99	Jul 29/99	Dec 2/99	Jan 31/2000	Aug 31/2000	Feb 1/2001
May 1/99	Aug 28/99	Jan 1/2000	Jan 31/2000	Aug 31/2000	Feb 1/2001
June 1/99	Sept 28/99	Feb 1/2000	Aug 31/2000	Jan 31/2001	Feb 1/2001
July 1/99	Oct 28/99	Mar 3/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Aug 1/99	Nov 28/99	Apr 3/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Sept 1/99	Dec 29/99	May 3/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Oct 1/99	Jan 28/2000	June 2/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Nov 1/99	Feb 27/2000	Jul 3/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Dec 1/99	Mar 29/2000	Aug 2/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Jan 1/2000	Apr 29/2000	Sept 2/2000	Jan 31/2001	Aug 31/2001	Sept 1/2001
Feb 1/2000	May 30/2000	Oct 3/2000	Jan 31/2001	Aug 31/2001	Feb 1/2002
Mar 1/2000	June 28/2000	Nov 1/2000	Jan 31/2001	Aug 31/2001	Feb 1/2002
Apr 1/2000	July 29/2000	Dec 2/2000	Jan 31/2001	Aug 31/2001	Feb 1/2002
May 1/2000	Aug 28/2000	Jan 1/2001	Jan 31/2001	Aug 31/2001	Feb 1/2002
June 1/2000	Sept 28/2000	Feb 1/2001	Aug 31/2001	Jan 31/2002	Feb 1/2002
July 1/2000	Oct 28/2000	Mar 3/2001	Aug 31/2001	Jan 31/2002	Sept 1/2002
Aug 1/2000	Nov 28/2000	Apr 3/2001	Aug 31/2001	Jan 31/2002	Sept 1/2002

## ADOPTIVE MOTHERS

## SUBSEQUENT EXTENSIONS

LEAVE BEGINS	PARENTAL 18 WEEKS	FIRST EXTENSION			LAST DATE TO RETURN TO OWN SCHOOL
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Sept 1/98	Jan 5/99	Jan 31/99	Aug 31/99	Jan 31/2000	Sept 1/2000
Oct 1/98	Feb 4/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Sept 1/2000
Nov 1/98	Mar 7/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Sept 1/2000
Dec 1/98	Apr 6/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Sept 1/2000
Jan 1/99	May 7/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Sept 1/2000
Feb 1/99	June 7/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Feb 1/2001
Mar 1/99	July 5/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Feb 1/2001
Apr 1/99	Aug 5/99	Aug 31/99	Jan 31/2000	Aug 31/2000	Feb 1/2001
May 1/99	Sept 4/99	Jan 31/2000	Aug 31/2000	Jan 31/2000	Feb 1/2001
June 1/99	Oct 5/99	Jan 31/2000	Aug 31/2000	Jan 31/2001	Feb 1/2001
July 1/99	Nov 4/99	Jan 31/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Aug 1/99	Dec 5/99	Jan 31/2000	Aug 31/2000	Jan 31/2001	Sept 1/2001
Sept 1/99	Jan 5/2000	Jan 31/2000	Aug 31/2000	Jan 31/2001	Sept/2001
Oct 1/99	Feb 4/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Sept 1/2001
Nov 1/99	Mar 6/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Sept 1/2001
Dec 1/99	Apr 5/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Sept 1/2001
Jan 1/2000	May 6/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Sept 1/2001
Feb 1/2000	June 6/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Feb 1/2002
Mar 1/2000	July 4/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Feb 1/2002
Apr 1/2000	Aug 4/2000	Aug 31/2000	Jan 31/2001	Aug 31/2001	Feb 1/2002
May 1/2000	Sept 3/2000	Jan 31/2001	Aug 31/2001	Jan 31/2002	Feb 1/2002
June 1/2000	Oct 4/2000	Jan 31/2001	Aug 31/2001	Jan 31/2002	Feb 1/2002
July 1/2000	Nov 3/2000	Jan 31/2001	Aug 31/2001	Jan 31/2002	Sept 1/2002
Aug 1/2000	Dec 4/2000	Jan 31/2001	Aug 31/2001	Jan 31/2002	Sept 1/2002



## APPENDIX B1

THE EMPLOYMENT STANDARDS ACT  
(Sections 34-45)

## Definitions

34. In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who in in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own;

“parental leave” means a leave of absence under subsection 38(1);

“pregnancy leave” means a leave of absence under subsection 35(1).

## Pregnancy leave

35. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

## When leave may begin

- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

## Notice

- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
  - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.

## Special circumstances

36. (1) Subsection 35(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still- birth or miscarriage that happens earlier than the employee was expected to give birth.

### Notice in special circumstances

2. An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
  - (a) written notice of the date the pregnancy leave began or is to begin; and
  - (b) a certificate from a legally qualified medical practitioner that,
    - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
    - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

### End of pregnancy leave if parental leave available

37. (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

### End of pregnancy leave if parental leave not available

- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

### End of pregnancy leave on employee notice

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.

### Parental leave

38. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
  - (a) the birth of the child; or
  - (b) the coming of the child into the custody, care and control of a parent for the first time.

#### Restriction on when leave may begin

- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

#### When mother's parental leave may begin

- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

#### Notice

- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.

#### Special Circumstances

- 39. (1) Subsection 38a (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.

#### When leave in special circumstances begins

- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

#### Notice

- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.

#### End of parental leave

- 40. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

#### Change of notice to begin leave

- 41. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

#### Change of notice to end leave

- (2) An employee who has given notice to end leave may change the notice,
  - (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
  - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

#### Rights during leave

- 42. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

#### Benefit plans

- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

#### Employer contributions

- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.

#### Seniority

- (4) Seniority continues to accrue during pregnancy leave or parental leave.

#### Reinstatement

- 43. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the

employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

Reinstatement where employer's operations have been suspended, etc.

- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

Wages

- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
  - (a) the wages the employee was most recently paid by the employer; or
  - (b) the wages that the employee would be earning had the employee worked throughout the leave.

No discipline, etc. because of leave

- 44. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.
- 45. Where an employer fails to comply with the provisions of this Part , an employment standards officer may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. R.S.O. 1980, c. 137, s. 45.

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 car use and 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 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,
  - (ii) such lump sum paid in two equal instalments, one in the current calendar year and the other in the succeeding calendar year, 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 prior to 60 days from the commencement of such school year.

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. *The teacher may buy the pension for the full salary while on leave, but must return to active teaching with the Board for a minimum of 70 days for the purchase to count.*

*During such school year of the leave of absence the teacher shall not work for the Board, shall not act as an occasional teacher for the Board and shall not teach in the summer or night school for the 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 curriculum support unit 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 Leave Plan is declared surplus 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 Leave Plan. The teacher shall thereupon be entitled to be paid within sixty 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 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 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 60 days by notice in writing to the Board. The teacher shall be paid within 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 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 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.

IN WITNESS WHEREOF the

## APPENDIX D

WORKING GUIDELINES FOR THE SECONDARY SCHOOL TEACHERS/BOARD  
JOINT OCCUPATIONAL HEALTH  
AND SAFETY COMMITTEE

## ALTERNATES

- 1.1 The Teachers shall appoint an alternate teacher (other than an excluded category) to represent each member of the committee if the member is unable to attend the meeting. The names and school or other location of the members of the committee and their alternates shall be sent to the Manager of Occupational Health and Safety.

## MEETINGS

- 2.1 Each meeting of the committee shall have a quorum of at least one-half of the members present in order to conduct a meeting provided at least one member appointed by the Teachers and one member appointed by the Board Administration are present.
- 2.2 One Co-chairperson must be present in order to conduct the meeting. If the Co-chairperson whose turn it is to chair the meeting is absent, the other Co-chairperson will chair the meeting.
- 2.3 In the event a teacher is required to be absent from the teacher's regular duties to attend a meeting, notice shall be given at least by 3 p.m. on the previous school day to the teacher's principal. An occasional teacher, if required will be requested by the principal.

## AGENDA

- 3.1 The agenda shall be prepared by both Co-chairpersons at least one week in advance of the meeting.
- 3.2 If 3.1 cannot be achieved, the agenda items may be considered only if they are approved by a majority at the beginning of the meeting.
- 3.3 Agenda matters shall be dealt with expeditiously within the scheduled meeting time.
- 3.4 Committee members will discuss and consider all unresolved occupational health and safety complaints concerning schools and reports brought to their attention.



## RECOMMENDATIONS

- 4.1 Any recommendations will be directed,
- (a) if of a minor nature capable of being solved at the school level as determined by the committee, to the appropriate principal or superintendent, and
  - (b) all others to the Director of Education.

## MINUTES

- 5.1 The minutes shall state the problems resolved and those remaining unresolved.
- 5.2 Minutes shall be reviewed and corrected if necessary, by the presiding Co-chairperson, then signed and circulated to all committee members for any necessary action. The minutes shall be submitted for approval at the next meeting of the committee. The approved minutes shall be sent to the OECTA unit office.

## APPENDIX D1

## EXCERPTS FROM THE OCCUPATIONAL HEALTH AND SAFETY ACT

14. (1) An employer shall ensure that [...] the equipment, materials and protective devices as prescribed are provided [...]and] maintained in good conditions.
- (2) [...] an employer shall:
- (a) provide information, instruction and supervision to a worker to protect the health and safety of the worker...
  - (d) afford assistance and cooperation to a committee and a health and safety representative in the carrying out by the committee and the health and safety representative of any of their functions.
17. (1) A worker [teacher] shall: [...]
- (b) use or wear the equipment, protective devices or clothing that his employer requires to be used or worn;
  - (c) report to his employer or supervisor the absence of, or defect in, any equipment or protective device of which he is aware and which may endanger himself or [others].
  - (d) report to his employer or supervisor any contravention of this Act or the regulations or the existence of any hazard of which he knows.
- (2) No worker [teacher] shall:
- (a) remove or make ineffective any protective device required by the regulations...
  - (b) use or operate any equipment, machine, device or thing or work in a manner that may endanger himself or any other [person].
23. (3) A worker may refuse to work or do particular work where he has reason to believe that:
- (a) any equipment, machine, device or thing he is to use or operate is likely to endanger himself or another...
  - (b) the physical condition of the workplace or part thereof in which he works or is to work is likely to endanger himself.

[N.B. ONTARIO REGULATION PROVIDES THAT NO TEACHER HAS A RIGHT TO REFUSE WORK UNDER PART V OF THE ACT WHERE THE

CIRCUMSTANCES ARE SUCH THAT THE LIFE, HEALTH OR SAFETY OF A PUPIL IS IN IMMINENT JEOPARDY.]

APPENDIX E  
LETTER OF INTENT  
TWO COMMITTEES

September 2000

Dear Mesdames/Sirs:

The Board has agreed during the course of negotiations to the following:

Two committees comprised of equal numbers appointed by the Teachers and by the Board shall be appointed promptly, upon request of either party to consider and report to both parties on

- (i) the Board's insurance coverage respecting teachers involved in an accident while on Board-approved business, and
- (ii) medical and physical procedures to be used in the schools for students with special health needs.

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TORONTO SECONDARY UNIT  
OF OECTA

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TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD



APPENDIX F  
LETTER OF INTENT  
CONSULTATION RE MAJOR POLICY CHANGE

September **2000**

Dear Mesdames/Sirs:

The Board has agreed during the course of negotiations to consult with the Teachers prior to the implementation of any major changes of Policy or procedures of the Board which may affect them. The Teachers and the Board will meet to endeavour to establish mutually agreeable processes to achieve this end.

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TORONTO SECONDARY UNIT  
OF OECA

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TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD

APPENDIX G

LETTER OF INTENT

ALTERNATE STAFFING

September 2000

Dear Mesdames/Sirs:

The Board and the Teachers have agreed in the course of these negotiations that in the event that a school, other than Mary Ward Catholic Secondary School, develops an alternate staffing model which includes paraprofessionals and which has been approved by the principal and the LSSAC, the model will be presented to the SSSAC which shall study it and develop recommendations in consultation with the LSSAC. The finalized report and recommendations will be forwarded to the Board and the Teachers. If both the Board and the appropriate Teachers ratify the staffing model as amended by the recommendations, then the staffing model, as amended by the recommendations, may be implemented. In the case of Mary Ward Catholic Secondary School, the provisions of Article 11 shall apply.

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TORONTO SECONDARY UNIT  
OF OECTA

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TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD

APPENDIX H

LETTER OF INTENT

STAFF ALLOCATION

September 1, **2000**

During the course of the **2000/2001** school year, both parties agree that the Secondary School Staff Allocation Committee will jointly review the Staff Allocation Forms and produce a revised version to be implemented for the **2000/2001** staffing allocation models consistent with the provisions of Article 5.

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TORONTO SECONDARY UNIT  
OF OECTA

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TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD

## APPENDIX I

## DEPARTMENT HEAD ALLOCATION

September 1, 2000

The appointment of department heads is within the following understandings:

- 1.(a) The minimum number of Department Head Units in any secondary school shall be four (4).
- (b) For schools with a blended enrolment of more than 350 but less than 600, the number of Department Head Units shall be 10.
- (c) The maximum number of Department Head Units is based on the blended student population.

Maximum Number of Units =  $\frac{\text{(Department Head Multiplier)} \times \text{(Blended School Enrolment)}}{\text{(School)}}$

Where,

(Department Head Multiplier) =  $\frac{\text{Ministry Funding for Department Heads}}{\text{(Value of Single Unit)} \times \text{(Blended Board Enrolment)}}$

A Major Department Head would constitute two units

A Minor Department Head would constitute one unit

An Assistant Department Head would constitute one unit

A Program Leader would constitute one unit

2. The department organization of the secondary school is prepared by the principal in conjunction with the LSSAC for the approval of the superintendent. A department may be formed in an area in which a Specialist or Honor Specialist Certificate exists. In addition, in departments where 50 or more full credit sections or equivalent (1 credit - 110 hours) exist the position of Assistant Department Head may be established as a one year appointment by the Board on the recommendation of the superintendent.
3. Positions shall be formed on the following basis, subject to the maximum number of units allowable per school.

Minor Department Head	15 or more full credit sections or equivalent time (1 credit - 110 hours)
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Major Department Head	30 or more full credit sections or equivalent time (1 credit - 110 hours)
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Grouping of associated subjects is permitted.

4. In the event that a school has unused points, Program Leaders shall be appointed as one-year appointments in areas with fewer than 15 sections to reach the maximum points the school has been allocated.
5. The appointment of department heads and program leaders will be made within the provincial funding allocated for department heads based on the Board's projections of June 15.

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TORONTO SECONDARY UNIT  
OF OECTA

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TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD

APPENDIX J

LETTER OF INTENT

RESTRUCTURING COMMITTEE

September 2000

Dear Mesdames/Sirs:

The Board and the Teachers agree to establish an ad hoc Joint Committee comprised of up to three representatives of the Board and up to three representatives of the Teachers. This Joint Committee shall be established in the month following ratification and shall meet three times, more or less by mutual consent. The Joint Committee shall examine the existing department head model and shall explore alternative models. Upon completion of its work, the Joint Committee shall issue a report identifying recommendations agreed upon and those in dispute. The report is to be considered by the Board and by the Teachers as a basis for a revised administrative structure.

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TORONTO SECONDARY UNIT  
OF OECTA

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TORONTO CATHOLIC DISTRICT  
SCHOOL BOARD

APPENDIX K

LETTER OF UNDERSTANDING

RE CONTINUING EDUCATION TEACHERS  
MSGR FRASER COLLEGE

September 1, **2000**

A continuing education teacher (as defined in the Education Act) who is employed at Msgr Fraser College, and able to perform satisfactorily, shall be given consideration prior to outside applicants, for a regular secondary teaching position for which he/she is qualified.

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APPENDIX L

LETTER OF INTENT

RE: WORKPLACE HARASSMENT

September 1, 2000

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 and may include the development of a Board wide workplace harassment policy.

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

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**APPENDIX M****LETTER OF INTENT  
RE: ON-CALL AND SUPERVISION**

The introduction of large scale reforms in Secondary School curriculum requires that teachers devote significant time to review, develop and implement new programs. Accordingly, the matter of teacher availability for on-call and for supervision arrangements has become an issue of concern.

An active supervising presence in the schools is essential to provide as safe and secure a learning environment as possible. It is further understood that schools have unique supervision needs affected by factors including the physical layout of buildings, cafeteria, capacity, and student population.

The parties agree to implement a limit to the assignment of on-call and supervision duties at 120 minutes per week to a maximum of 300 minutes per month. Any calculation of on-call and supervision duties shall be exclusive of any assignment of homeroom time. This provision will be in effect from February 1, 2001 to July 31, 2001 and shall be continued contingent upon the recommendation of SSSAC and approval of the parties.

Both parties recognize that this is a departure from past practice. To this end, during this initial implementation and review period, the parties agree to monitor on-call and supervision assignments through their participation on the Secondary School Staff Allocation Committee. Further to its monitoring of such activities including the issue of emergencies, the Committee shall gather data, review issues and develop strategies to ensure a fair and equitable distribution of on-call/supervision duties.

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