

COLLECTIVE AGREEMENT

BETWEEN

TORONTO CATHOLIC DISTRICT SCHOOL BOARD



AND

TSU

TORONTO SECONDARY UNIT OF THE
ONTARIO ENGLISH CATHOLIC TEACHERS'
ASSOCIATION

2003/2004

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

2003/2004

(September 1, 2003 – August 31, 2004)

TEXT IN BOLD INDICATES CHANGES TO AGREEMENT

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THIS AGREEMENT made as of the day of

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 **2003/2004** including a procedure for settling grievances arising under this agreement;

And Whereas the Board and the Teachers have entered into this agreement for the above recited purposes;

Now Therefore This Agreement Witnesseth that in consideration of the premises and 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, **Teacher (Catholic Teacher Centre)**, 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.

- (r) Teacher representative(s) shall mean the teacher(s) designated in writing to the Board by TSU, OECTA to be its official representative(s) in the school/workplace.**
- 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.
- 2.03 For purposes of Articles 4, 8, 21.02, and 22 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 **Human Resources** Department of the Board:
- (i) their QECO 4 Statement(s) or Letter(s) of Evaluation, and
 - (ii) all certificates and documents on which the QECO evaluation(s) may be or was based and evidence of any additional qualifications for evaluation and category placement by the **Human Resources** Department.
- All such statements, letters, certificates, and documents must be submitted before any evaluation and category placement is effected.
- 3.03 Inservice courses recognized by the Board to a maximum of one per subject shall be substituted for Ministry of Education and Training courses.
- 3.04 Successful completion of the year at Lumen Vitae, Divine Word, the "master" of theological studies program offered by St. Augustine's Seminary or equivalent is to be equated to five university courses except for advancement 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 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 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 **Human Resources** Department or school secretary;

- (ii) deliver the completed form to the **Human Resources** 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.

3.08

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 **Human Resources** Department or school secretary;
- (ii) deliver the completed form to the **Human Resources** 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 30** of the school year for which the adjustment is to be made.

3.09 No teacher shall be placed in an assignment for which the teacher does not hold the appropriate qualifications without the teacher's written consent.

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 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.
- 4.02 (a) 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.
- (b) **Twenty five hours of teaching per week in a Canadian University or an Ontario Community College shall be equivalent to full-time.**
- 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 22.
- 4.06 (a) Related work experience shall be recognized for teachers in any subject area, provided that the work experience is:
- (i) related to the subject(s) for which the person holds qualifications;
 - (ii) in excess of that required for teacher certification;
 - (iii) composed of employment in the industry, business or other non school agency (summer and volunteer work being excluded) as documented.
- (b) There shall be a limit of ten years experience advancement on the salary scale, to the maximum, as per Article 14.
- (c) A joint committee consisting of three members appointed by the Teachers and three administrative representatives of the Board will review all applications for related work experience and determine the related work experience to be granted to an applicant.
- (d) A teacher requesting consideration for related work experience shall apply in writing to the Superintendent of **Human Resources** on or before October 1 of the school year. The Board will inform the teacher in writing by October 15 of its decision and any adjustment in salary shall be retroactive to the beginning of that school year.
- (e) No teacher shall be granted related work experience more than once during the teacher's employ with the Board.

Article 5

STAFF ALLOCATION

5.01 The Board shall ensure that the average size of its secondary school classes, in the aggregate, meets the requirements under the Education Act.

5.02 (a) The following are the maximum class loadings for the staff of secondary schools:

Group A

University	32
Academic	30
University/College	28

Group B

Applied	25
Open	26
College	28

Group C

Essential Skills	15
Workplace Preparation	15

Group D

Co-op (A/B)	26
Co-op (A/B/C)	20

- (b) The total enrolment of the teacher's classes in each semester/term shall not exceed the sum of the maxima for such classes.
- (c) 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 **5.02(a) as follows,**

Group A three (3) students

Group B one (1) student

Group C one (1) student

- (d) 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.
- (e) 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 **18** respectively.

5.03 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.

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 Executive 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 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 **June 30** 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 **June 30** 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 teacher workload and 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 five (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;
 - (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 20 a copy of each school's tentative staffing model; and
 - (vi) to develop an interim Board wide staffing model based on the current school year's staffing model adjusted for enrolment projections.
 - (vii) **To in-service annually Principals and Teacher Representatives, with** regard to the staffing procedures of the Collective Agreement and the established procedures thereto.
- (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.

Local School Staffing Advisory Committee (LSSAC)

- 5.05 (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.

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 a school year. Thereafter, the committee shall meet at least five (5) times per year, not less than two (2) times per semester/term **or within five (5) days notice given by either co-chair**. Meetings following the September 15 meeting shall be chaired alternately by the OECTA Teacher representative and the Principal. There will be an opportunity for LSSAC members to give input to the Principal before the Principal's decision is made.
- (e) An agenda and back up material shall be prepared by the co-chairpersons and provided to the members of the committee **at least two (2) working days** in advance of any meeting **unless an emergency situation arises**.
- (f) 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,
 - 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 proceedings of the LSSAC and to distribute such notes to all committee members within 10 days after the meeting.
- 5.06(a) Each school principal shall establish a tentative staffing model in consultation with the LSSAC for the following year by April 15. The tentative staffing model shall include:
- (i) the projected enrolment for the coming school year;
 - (ii) the allocation based on that enrolment;
 - (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 **Human Resources Department** by April 15 **and the President of TSU upon request.**
- (c) For the purposes of being declared surplus to a secondary school, the following criteria shall be considered
- (i) the least number of years of 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/ workplaces
 - (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 Secondary School Staff Allocation Committee by April 15 by the principal or superintendent of education.
- (e) Any changes after April 15 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 **Human Resources Department**. Any teacher declared surplus after April 15 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) Listings of tentative positions in the elementary panel and the secondary panel will be sent to the superintendents of education, the President of the Toronto Secondary Unit, principals, and the Toronto Secondary Unit school representatives in accordance with Article 7.08.

ARTICLE 6
TEACHER WORKLOAD

- 6.01 (a) Teachers will have a scheduled workload which is in compliance with the Education Act and its Regulations.
- (b) In the semester or term when the teacher is assigned credit courses, or equivalent, in excess of three (3), the teacher may be assigned on-call and supervision duties to a maximum of three (3) on-call or supervisions per month averaged over the semester but not to exceed two (2) per week. In the semester or term when the teacher is assigned three (3) credit courses or equivalent, the provisions of Appendix K shall apply.
- (c) Teachers employed less than full-time shall be assigned instructional time and preparation time on a pro-rated basis.
- (d) It is the intent of the parties that the assignment of teaching load, class size, **number of different class preparations**, teaching time, supervision duties and other related assignments will be done in a fair and equitable manner for all teachers.
- 6.02 Each teacher shall be entitled to not less than forty (40) consecutive minutes for lunch in a scheduled interval between classes.
- 6.03 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.
- 6.04 Teachers will not be required to submit marks for the end of semester 1 (one) or term 1 (one) until 5 (five) school days after the end of exams for the semester/term.
- 6.05 By June 30th, teachers will be informed of their tentative assignments for the following school year. Teachers will be informed immediately of changes to these assignments.**

ARTICLE 7
TRANSFER AND PLACEMENT PROCEDURES

General

- 7.01 (a) Transfer Request Forms will be available by March 1 in the schools/other work places. Any teacher wishing to apply for an exchange transfer, a change in Basic Time Class or wishing to teach under a job sharing arrangement, effective September 1, shall complete the form provided and submit it to the **Human Resources** Department. Transfer requests will be received until May 1; however, teachers are encouraged to submit transfer requests before April 1. All teachers who have requested a transfer shall have their names placed on the Teacher Transfer and Placement Request List. These lists shall be published on the Board web site by March 15 and updated by April 15 and May 15.

Exchange Transfer Procedures

- 7.02 (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 March 1 and May 1.
- (b) Teachers whose names appear on the transfer list 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.

Change in Basic Time Class (part-time)

- 7.03 (a) A teacher wishing to change his/her Basic Time Class shall complete the form referred to in clause 7.01 and the request shall be included in the transfer list.
- (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 **wishing to increase his/her Basic Time Class and** in the view of the Board is qualified for and able to perform satisfactorily in the available position, shall be given a priority **for any such available position**.

Job Sharing

- 7.04 (a) Any teacher wishing to teach under a job-sharing arrangement shall complete a Transfer Request Form. The teacher shall indicate on the form that the application is for job-sharing. Completed forms shall be forwarded to the **Human Resources** Department between March 1 and May 1. The names of all teachers who have applied will be set out in a Job Sharing List.
- (b) Any teacher on the job-sharing list may contract 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.

Return from Leave

- 7.05 (a) Any teacher on a leave of absence which commenced before February 1 of the current school year, and who is due to return September 1 shall notify the **Human Resources** Department by March 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 March 15 but before the first school day in September shall be placed where needed in any of the Board's schools/other work places.

Open Transfer Procedures

- 7.06 (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.
- (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 May 1 and which must be submitted to the Board by May 22. The teacher shall indicate on that form whether a transfer exchange request is also being made. The application will be considered by May 31.
- (c) A TEACHER WHO HAS APPLIED FOR AND HAS BEEN GRANTED AN OPEN TRANSFER MUST ACCEPT THE ASSIGNED PLACEMENT.

Surplus Positions

- 7.07 (a) Teachers who are determined to be surplus to a school's staffing model shall be given written notice thereof by April 15 of the school year.
- (b) Teachers who are declared surplus shall immediately be placed in the hiring pool for all open positions for which they are qualified.
- (c) Any teachers who have been declared surplus and who were not previously placed will be placed in an open position by May 31.
- (d) In the case of a secondary school closure, the SSSAC will outline a process whereby the surplus teachers in the closing school will be placed.

Open Positions

- 7.08 (a) **A list of open positions available for Semester/Term Two shall be posted electronically during the first full week in January. Teachers may submit their applications for such open positions by the third Friday of January.**
- (b) The list of open positions will be posted **electronically** by April 22.
- (c) Teachers may submit their applications for any open positions for which they hold qualifications until April 29th. All surplus teachers will have their applications submitted by the Board. Interview for open positions may begin on April 29.
- (d) By May 10, the Board will produce **and posted electronically an** updated list of open positions to be posted on school/workplace bulletin board.
- (e) Teachers may submit their applications for any open positions on the updated list until May 17th. All surplus teachers will have their applications submitted by the Board. Interviews for open positions may begin on May 17.
- (f) By May 31, the Board shall hold a meeting of all Secondary School Principals and Superintendents, with the TSU-OECTA President or designate present in an observer status, in order to place all the remaining surplus teachers, teachers returning from leave, and, if possible, teachers requesting open transfers.
- (g) By June 7, the Board will produce an updated list of open positions. All teachers may submit applications. The Board may place newly hired teachers into any remaining open positions provided that the Board has placed all surplus teachers and teachers returning from leave.
- 7.09 Notwithstanding the procedures outlined above, the Board may place or transfer teachers at any time to meet the educational needs of its schools.

ARTICLE 8

PROBATIONARY PERIOD, SENIORITY, LAYOFF AND RECALL

- 8.01 (a) A teacher shall be on probation for a period of
- (ii) two years where the teacher has less than three years of experience **in Canada**; 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) (i) 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).
- (ii) **Where a teacher was hired by October 1 for a full year long term occasional assignment immediately prior to being hired as a regular probationary teacher, the seniority date of such teacher shall be the date of commencement of the long term occasional assignment.**
- 8.02(d) In the event that two or more teachers have equal seniority based on the provisions of **8.02(a)** to (c), the following criteria shall be used in order until the tie is broken:
- i) the length of service as a teacher with the Board prior to the teacher's most recent hiring by the Board.
 - ii) the length of previous service as a teacher employed by any school Board in Ontario at any time;
 - iii) 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, **Human Resources**, 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 the 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;
 - (v) the Board shall be entitled to fill any job with an occasional teacher pending rehiring of teachers with recall rights;
 - (vi) a teacher who is unable to report for work as specified in that teacher's notice of recall because of injury, illness or other reasonable excuse and who;
 - (A) informs the Board of the injury, illness or other reasonable excuse prior to the time specified in part (iii) above,
 - (B) confirms in writing as soon as possible that the teacher has so informed the Board of the injury, illness or other reasonable excuse, and
 - (C) provides satisfactory medical or other evidence of such injury, illness or other reasonable excuse, shall not lose recall rights solely because of the teacher's failure to so report; and

- (vii) a teacher who fails to accept that teacher's recall or report for work as specified in this clause shall lose all recall rights, except as otherwise specifically provided.

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) such required or advisable program or specialized assistance is provided by the public school board in the municipality in which the teacher resides and would be available to such child or children.

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:

$$\frac{6.5}{194} \times \text{full time equivalent staff} \times 4.5$$

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

(b) The time lines as per 5.06 (a) and (b) shall apply.

ARTICLE 12
POSITIONS OF RESPONSIBILITY

- 12.01 (a) (i) Appointments to positions of responsibility, other than resource teachers, **including teacher (Catholic Teacher Centre)**, 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 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, head teacher and acting department head 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.
- (e) Appointments to positions of Department Head shall be effective the commencement of a school year or semester.

- 12.02 (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 four (4) 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 where no principal or vice-principal is in place.

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, except in the case of acting department heads, shall teach the majority of their course load in the department(s) for which they are appointed.

- 12.03 (a) Resource teachers **including teacher (Catholic Teacher Centre)** 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 **including teacher (Catholic Teacher Centre)** 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 **including teacher (Catholic Teacher Centre)** 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, **teacher (Catholic Teacher Centre)** 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 **including teacher (Catholic Teacher Centre)** 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 have the term of the appointment extended by the length of the approved leave to the end of the school year immediately following provided the leave does not exceed two (2) calendar years.
- (d) A resource teacher **including teacher (Catholic Teacher Centre)** 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 **including teacher (Catholic Teacher Centre)** or programming and assessment teachers in a particular specialty shall be reduced it may reduce the term of any resource teachers **including teacher (Catholic Teacher Centre)** or programming and assessment teachers in such specialty provided it does not extend the term of any resource teachers **including teacher (Catholic Teacher Centre)** or programming and assessment teachers in such specialty.
- 12.04 Subject to Article 10, the Board may relieve a teacher from a permanent position of responsibility or as a resource teacher **including teacher (Catholic Teacher Centre)** or programming and assessment teacher provided that the reason for demotion is given in writing to the teacher.
- 12.05 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.
- 12.06 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.
- 12.07 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.
- 12.08 (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 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.

12.09 Department Heads shall not evaluate teachers.

ARTICLE 13

DEPARTMENT HEAD ALLOCATION

13.01 The appointment of department heads is within the following understandings:

- (a) The minimum number of Department Head Units in any secondary school shall be four (4).
- (b) For schools with **an average daily 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 average daily enrolment** population.

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

Where,

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

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

13.02 (a) 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.

(b) 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.

- (c) 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.
- (d) 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.
- (e) **Appointments shall be confirmed by October 31. Any teacher who loses an appointment shall be paid the allowance prorated for such time that the teacher was so appointed.**

ARTICLE 14
TEACHERS' SALARY SCALES

- 14.01 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, 2003

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

Effective August 31, 2004

STEP	CAT.A0	CAT.A1	CAT.A2	CAT.A3	CAT.A4
0	33,508	36,422	38,091	41,986	43,653
1	35,738	38,846	40,616	44,932	46,862
2	37,967	41,269	43,143	47,876	50,073
3	40,195	43,691	45,668	50,822	53,281
4	42,424	46,114	48,194	53,766	56,492
5	44,655	48,537	50,720	56,712	59,703
6	46,883	50,958	53,246	59,656	62,912
7	49,111	53,382	55,771	62,602	66,122
8	51,341	55,806	58,298	65,547	69,331
9	53,570	58,229	60,824	68,489	72,542
10	55,800	60,652	63,348	71,436	75,752

ARTICLE 15
ANNUAL ALLOWANCES

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

POSITION

Major Department Head	\$3,850
Head Teacher	3,850
Program Leader	1,925
Minor Department Head	1,925
Assistant Department Head	1,925
Resource Teacher	3,700
Programming and Assessment Teacher	3,700
Teacher (Catholic Teachers' Centre)	3,700

- 15.02 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.

- 15.03 (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:

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 6.

- (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 **2003/2004** 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:

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.

15.04 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 15.05

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

15.04 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 15.04 and that the recipient first became entitled to this allowance prior to September 1, 1981.

ARTICLE 16
TRAVEL ALLOWANCES

- 16.01 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; and
- Effective the month following ratification of this agreement at a rate of,**
- \$0.36 per kilometre for the first 5,000 kilometres in a calendar year, and**
- \$0.31 per kilometre for subsequent kilometres travelled; and**
- 16.02 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 16.01.
- 16.03 A teacher entitled to a reimbursement under 16.01 or 16.02, 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.
- 16.04 If the Board determines, in its discretion, that a car is not essential to a teacher accepting any position listed in 16.01, 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.
- 16.05 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 17
BENEFITS

- 17.01 The Board shall continue the Great West Life Dental Plan based on the applicable 1997 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. **Effective March 1, 2004 the ODA tariff to be updated to 2001.**
- 17.02 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 (**\$250/24 effective March 1, 2004**) Vision Care Plan and pay an amount equal to 100% of the premium in effect on February 1, 1999 **and effective March 1, 2004 100% of the premium in effect on June 1, 2001.**

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-imburement 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.
- 17.03 (a) The existing Group Life Insurance Plan shall continue to cover an amount equal to three times salary including any allowances paid under Article 15. With respect to the premium payable on the first \$25,000 of coverage the Board shall contribute an amount equal to 100% of the premium in force on **August 31, 1993.**

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

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 17.03(a) shall be provided. Such additional insurance shall be at the expense of the teachers

who wish such insurance and on such terms and conditions as the carrier may determine. The Board shall deduct the requisite premiums thereof from the pay of each participating teacher and forward these to the carrier.

- 17.04 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.
- 17.05 Any EI rebate to which teachers are entitled by reason of the sick leave plan shall be paid to Toronto Secondary Unit, OECTA.
- 17.06 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 17.01, 17.02 and 17.03 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.
- 17.07 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.
- 17.08 (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 17.08(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 18
METHOD OF PAYMENT

- 18.01 The annual salary of each teacher shall be divided into twenty-six (26) equal instalments.
- 18.02 (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 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.
- 18.03 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.
- 18.04 The annual allowances payable to teachers in positions of responsibility shall be paid as salaries are paid.
- 18.05 (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.
- 18.05 (b) For the purpose of clause 18.05(a) "regular union dues" shall have the same meaning under section 47(2) of the Labour Relations Act.
- 18.05 (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 18.05.
- 18.06 A teacher employed for less than a full school year shall receive proportionate wages, calculated on a daily basis, upon the following formula:
- the number of days worked by the teacher
 - times the teacher's annual salary
 - divided by the number of school days in the school year

- 18.07 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 19
PROFESSIONAL DEVELOPMENT

- 19.01 (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.
- 19.02 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 20
ASSOCIATION BUSINESS

- 20.01 (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 20.01(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.
- 20.02
- (a) The Board recognizes the appointment of one Teacher representative at each school.
 - (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.
 - (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.
 - (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.
 - (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.
 - (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 21
DEFERRED SALARY PLAN

- 21.01 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.
- 21.02 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.
- 21.03 The maximum number of such leaves which may be granted under such Plan shall not exceed 60 in any school year.
- 21.04 A teacher wishing to participate in such Plan shall apply on the form available from the **Human Resources** Department. The forms will be available on January 1 and must be received by the **Human Resources** Department on or before February 1 in order for the teacher to be considered for participation in the plan commencing the following September 1.
- 21.05 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.
- 21.06 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.
- 21.07 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 21.03. (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 21.07(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 18.01, as the teacher may direct, and
 - (ii) pay that portion of the premiums payable for the benefit plans set out in Article 17 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 **in accordance with the Pension Plan's deferred salary plan regulations.**
- (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.

21.08 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.

21.09 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.

- 21.10 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.
- 21.11 A teacher declared redundant under Article 8 or who leaves 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.
- 21.12 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.
- 21.13 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.
- 21.14 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.
- 21.15 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 21.07(b)
- 21.16 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 21.07(d) and any applicable income taxes required to be withheld, or
- (ii) the remaining instalments as provided in 21.07(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.

21.17 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 21.07(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.

21.18 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.

21.19 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 22
PREGNANCY AND PARENTAL LEAVES

Statutory Pregnancy and Parental Leaves

22.01 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 22.09.

Application for Pregnancy/Parental Leave

- 22.02 (a) A teacher shall apply for pregnancy/parental leave through the principal to the appropriate superintendent of education on the Pregnancy/Parental Leave Request forms available from the **Human Resources** Department. In the case of a pregnancy leave, a letter from a physician indicating the approximate date of birth must accompany the request form. If a parental leave is requested, documentation verifying the date of adoption or date of birth must accompany the request form.
- (b) Teachers are encouraged to apply for leave for the entire duration of their leave at the same time. At least 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

- 22.03 (a) **Wherever possible** 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 22.01 or such other periods of time to accommodate the Board as per section 22.03(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

- 22.04 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.
- 22.05 First Extension - Subject to clause 22.04 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.
- 22.06 Subsequent Extensions - Subject to clause 22.04 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

- 22.07 (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

- 22.08 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.
- 22.09 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

- 22.10 (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 22.05 and 22.06 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, **Human Resources**. An application on shorter notice shall include a justification for the shortness of notice and appropriate supporting material.
- (e) No teacher may be granted a leave under this section more than twice except in circumstances considered by the Board to be exceptional.
- (f) **Subject to any other provisions of the Collective Agreement, the teacher shall return to the secondary school/workplace at which the teacher had been employed;** 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 17.

Other

- 22.11 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.
- 22.12 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 23
SICK LEAVE CREDIT PLAN

- 23.01 (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 23 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.
- 23.02 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.
- 23.03 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.
- 23.04 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

- 23.05 (a) Deduction shall be made from a teacher's sick leave credit for the number of days of absence because of **personal illness or immediate family member's 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. **Such examination shall be at the cost of the Board.**

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.

Other leave

- 23.06 If a teacher is obliged to attend a dead or dying relative beyond any leave granted under section 23.07 and section 24.01, the teacher may apply through the appropriate superintendent to the Superintendent of **Human Resources** or designate for an extension of such leave by telegram or telephone within two (2) working days of the expiration of such leave. If such extension is granted, the additional time may, at the discretion of the Board, be deducted from any accumulated sick leave credits but if there are not sufficient credits the portion of leave not covered by such credits shall be without pay. The teacher who is not granted such extension will be entitled to up to five (5) days' leave without pay. Such leave without pay may be extended at the discretion of the Board.

Urgent personal business

- 23.07 (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 22.
- (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 23.07(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

- 23.08 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.
- 23.09 If by reason of sections 23.06, 23.07 or 23.08 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.
- 23.10 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).
- 23.11 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.
- 23.12 Accumulated unused sick leave credits shall be used to provide a gratuity in accordance with Article 27.
- 23.13 A teacher who is not applying for leave under Article 22, 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 23.07.

ARTICLE 24
ABSENCE WITHOUT DEDUCTIONS
FROM SALARY OR SICK LEAVE CREDITS

- 24.01 (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, fiance(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.
- 24.02 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.
- 24.03 Special time off shall be granted to teachers for the purpose of writing university or similar examinations or attending the teacher's own graduation.
- 24.04 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 25
LEAVES OF ABSENCE WITHOUT PAY

- 25.01 (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 17 at the teacher's own expense.
- (c) A teacher who is on such leave shall not be credited with any sick leave during the period of such leave.
- (d) A teacher returning from leave 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.

ARTICLE 26
WORKPLACE SAFETY AND INSURANCE

- 26.01 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.
 - (vii) 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 27
SICK LEAVE GRATUITY PLAN

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

- (c) No teacher, or that teacher's estate, shall be entitled to more than an amount equal to the teacher's salary, wages or other remuneration for one-half the number of days standing to the teacher's credit and, in any event, not in excess of the amount of one-half year's earnings at the rate received by the teacher immediately prior to termination of employment. [ref. The Education Act, section 158 (1)]
- (d) Where a teacher has changed time classification from full-time to part-time employment within the five school years prior to the teacher's retirement or death the limitation upon the amount of the gratuity payable under (c) does not apply to such teacher. Instead, the maximum amount receivable by the teacher, or the teacher's estate, shall not exceed an amount equal to one-half of the full-time annual rate of the earnings which the teacher received in the last complete school year in which the teacher was employed by the Board. For the purpose of computing the gratuity for the teacher referred to in this clause (d) "annual salary" in section 27.01(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 28
STATISTICAL INFORMATION

- 28.01 (a) 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, numbers and distribution of teachers in non school-based positions, and
 - (ii) student/teacher ratios, class sizes, numbers and distribution of education assistants, Board wide class size average, official Average Daily Enrolment.

This information shall be supplied to the Teachers by November 30th for data based on October 31st and by April 30th for data based on March 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.

- 28.02 (a) The Teachers shall supply or cause to be supplied on a regular basis to the Superintendent of Education, **Human Resources**, 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 30th and April 30th as per 28.01 (ii).

- 28.03 **The Board shall provide a printed copy of the collective agreement to each of its teachers.** The Board and the Teachers' representatives shall consult to determine the format in which the agreement is printed or otherwise duplicated for such distribution. The Board and the Teachers will post this agreement on their web sites.

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

ARTICLE 29
ACCESS TO TEACHER RECORDS

- 29.01 On request to that teacher's superintendent, a teacher shall be provided with access to his/her "official file" as defined in 29.03 (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 30.03, 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.
- 29.02 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 **Teacher Performance Appraisal process** and to add that teacher's comments thereto.
- 29.03 (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 29.03 (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 29.01 and any documents referred to in 29.03(a) retained by the superintendent.
- 29.04 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.

- 29.05 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.
- 29.06**
- (i) The storage of documents related to a criminal record check or an offense declaration shall be kept confidential and separate from teacher personnel files with access limited to the Superintendent of Human Resources and designates.**
 - (ii) Teachers subject to a positive criminal check may request to view the file materials, relating to the teacher, referenced in section 29.06(i).**

ARTICLE 30
GRIEVANCE PROCEDURE AND ARBITRATION

PURPOSE

- 30.01 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

- 30.02 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

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

- 30.04 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

- 30.05 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.
- 30.06 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.
- 30.07 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.
- 30.08 Notwithstanding section 30.07, 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.
- 30.09 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.
- 30.10 Each party may be represented at the arbitration by the representative of its choice.

- 30.11 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.
- 30.12 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.
- 30.13 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

- 30.14 Notwithstanding Section 30.06, the parties may mutually agree to appoint a single arbitrator to resolve any such grievance within the provisions of this Article herein.

GRIEVANCE MEDIATION

- 30.15 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 31
GENERAL MEDICAL/PHYSICAL PROCEDURES

31.01 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

31.02 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.

31.03 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 32
OCCUPATIONAL HEALTH AND SAFETY

Joint Occupational and Safety Committee

32.01 (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 appointment of members shall be as outlined by the Occupational Health and Safety Act and Regulation 857.

(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 **as a resource** in all meetings but shall not be a voting member.

(ii) A Co-chairperson, in consultation with the other Co-chairperson, may invite an additional person or persons to attend any meeting of the committee to provide additional information and comment **on an issue or issues identified for the Agenda**, but **any** such additional **person or persons** shall **not** participate in the **other** business of the meeting. **The invited person or persons may attend the meeting as an observer or observers.**

(d) The functions of the Committee shall include:

(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 five (5) times per year. 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 1:00 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.
- 32.02 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 32.01(h).
- 32.03 (a) The Teachers shall designate one F. T. E. teacher representative and in the case of emergency an alternate(s) to:

- (i) inspect all or a portion of secondary workplaces within the jurisdiction of the Board no less than once per month and inform the Committee of situations that may be a source of danger or hazard to workers. The schedule of inspections will be established by the Committee;
 - (ii) accompany the Ministry of Labour's inspector on any inspection of any secondary workplace. If that inspector gives no notice to the principal or designate of such an inspection, then the Teacher representative shall accompany such inspector; and
 - (iii) attend at investigations, tests, and refusals to work, as per legislation.
 - (iv) if required, obtain certification as per legislation, at Board expense through the Education Safety Association of Ontario.
- (b) Any designation referred to in Article 32.03(a) shall ensure that
- (i) no more than one teacher representative shall be so designated at any one time;
 - (ii) any such designation shall be for a minimum period of one semester and for a maximum of one school year.
- (c) The teacher(s) designated under 32.03(a) shall be released from teaching duties in accordance with 32.03(b) 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

- 32.04 (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.

- 32.05 (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.
- 32.06 It is the intent of the parties to this agreement that the provisions of these procedures outlined above and set out in Appendix D meet the requirements of the Occupational Health and Safety Act with respect to the establishment of the committee and the inspection of the workplace.
- 32.07 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 33
HUMAN RIGHTS

- 33.01 The sexual harassment policy and complaint procedure as established by the Board shall apply to all teachers.
- 33.02 The policy statements of the Board on Race and Ethnic Relations shall apply to all teachers.
- 33.03 The policy statement of the Board on Employment Equity shall apply to all teachers.
- 33.04 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 **Board policy(s) and procedures as outlined** in the Board Policy Register.
- 33.05 The Teachers and the Board recognize that all Board employees including Teachers have the right to work free from harassment as provided for by Board policies and legislation.
- 33.06 The policy and policy statements referred to in 33.01, 33.02, 33.03, 33.04 and 33.05 should be reviewed at a meeting of the full teaching staff of each school once each school year.

ARTICLE 34
HIRING THE DIFFERENTLY ABLED

- 34.01 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 35
CONTINUING EDUCATION
NIGHT SCHOOL AND SUMMER SCHOOL

35.01 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.

35.02 (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.

35.03 (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 1/03
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
Step		Feb 1/04
0	(less than 2 full credit courses)	36.57
1	(2 or 3 full credit courses)	39.01
2	(4 or 5 full credit courses)	41.45
3	(6 or more full credit courses)	43.89

- (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.
- 35.04 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.
- 35.05 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.
- 35.06 The grievance and arbitration procedures as outlined in Article 30 shall apply to secondary school continuing education teachers only within the context of Article 35.

ARTICLE 36
CONTINUING EDUCATION - MSGR. FRASER

- 36.01 a) 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.

Step		Sept 1/2003
0	(less than 2 full credit courses)	39.50
1	(2 or 3 full credit courses)	42.12
2	(4 or 5 full credit courses)	45.82
3	(6 or more full credit courses)	47.41

- (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.
- 36.02 a) 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.
- b) A teacher, in this regard, may be requested to provide certification of such absence by a qualified medical or dental practitioner.
- 36.03 A teacher in continuing education adult day school at Msgr. Fraser College shall be eligible for benefits as set out in Article 17.
- 36.04 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.

- 36.05 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.
- 36.06 The grievance and arbitration procedures as outlined in Article 30 shall apply to secondary school continuing education teachers only within the context of Article 36.
- 36.07 Effective February 1, 2004 the attributable hours of work for purposes of Employment Insurance shall be calculated on the basis of 1.4 hours for each hour worked by a continuing education teacher employed at Msgr. Fraser College.**

ARTICLE 37
NO STRIKE OR LOCKOUT

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

ARTICLE 38
EFFECTIVE DATE - DURATION
(TERMINATION - RENEWAL)

38.01 This agreement shall become effective September 1, **2003**, and shall remain in full force and effect until August 31, **2004**.

Either party may notify the other of a desire to negotiate a renewal of this 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 set their respective hands and seals on the date first above written.

SIGNED, SEALED AND DELIVERED in the presence of

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

TORONTO CATHOLIC DISTRICT
SCHOOL 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 **Human Resources**, of the amount of such premium deductions expressed as a percentage of gross salary, and any adjustments in such percentage and the names of any teachers from whom such deductions are not to be made.

It is agreed that this letter shall form part of the Collective Agreement and has the same force and effect as the agreement to which it is appended. The joint committee of Teacher and Board administrative officials having reviewed the procedures concerning the placement of teachers on long term disability (LTD), which procedures have now been established, it is agreed that the joint committee will meet only on an ad hoc basis as problems or concerns of either the Teachers or the Board may arise from time to time.

APPENDIX B

PREGNANCY/PARENTAL LEAVES

POSSIBLE SCENARIOS UNDER NEW EMPLOYMENT STANDARDS ACT

FOR ILLUSTRATION PURPOSES ONLY

SCENARIO (PROVISIONS UNDER COLLECTIVE AGREEMENT & ACT)

1. PREGNANCY AND PARENTAL (Birthmother)

- Statutory 17 weeks (15 EI)
- EI SUB-PLAN @ 65% for first 2 weeks
- Employer pays for its portion of benefits
- Guarantee of return to school and position
- Entitled to additional 35 weeks Parental Leave

2. STATUTORY PARENTAL (Birthfather or adoptive parent)

- statutory 37 weeks
- E.I. SUB PLAN as per Article 22.09
- Employer pays for its portion of benefits
- guarantee of return to school and position

3. 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

PREGNANCY/PARENTAL LEAVE

Leave Begins	Pregnancy (17 weeks) ends	Parental (35 weeks) ends	First Extension ends	Subsequent Extension ends	Last Date to Return to Own School
Sept. 1/01	Dec. 29/01	Aug 31/02	Aug. 31/02	Jan. 31/03	Sept. 1/03
Oct. 1/01	Jan. 28/02	Sept 30/02	Jan. 31/03	Aug. 31/03	Sept. 1/03
Nov. 1/01	Feb. 28/02	Oct 31/02	Jan. 31/03	Aug. 31/03	Sept. 1/03
Dec. 1/01	Mar. 30/02	Nov. 30/02	Jan 31/03	Aug. 31/03	Sept 1/03
Jan. 1/02	Apr. 30/02	Dec. 31/02	Jan 31/03	Aug. 31/03	Sept. 1/03
Feb. 1/02	May 31/02	Jan 31/03	Jan. 31/03	Aug. 31/03	Feb 1/04
Mar. 1/02	June 28/02	Feb. 28/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
Apr. 1/02	July 29/02	Mar. 31/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
May 1/02	Aug 28/02	Apr. 30/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
June 1/02	Sept 28/02	May 31/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
July 1/02	Oct 28/02	June 30/03	Aug. 31/03	Jan. 31/04	Sept. 1/04
Aug. 1/02	Nov. 28/02	July 31/03	Aug. 31/03	Jan. 31/04	Sept. 1/04

ADOPTIVE PARENTS

Leave Begins	Parental (37 weeks)	First Extension ends	Subsequent Extension ends	Subsequent Extension ends	Last Date to Return to Own School
Sept. 1/01	May 17/02	Aug. 31/02	Jan. 31/03	Aug. 31/03	Sept. 1/03
Oct. 1/01	June 16/02	Aug. 31/02	Jan. 31/03	Aug. 31/03	Sept. 1/03
Nov. 1/01	July 17/02	Aug. 31/02	Jan. 31/03	Aug. 31/03	Sept. 1/03
Dec. 1/01	Aug. 16/02	Aug. 31/02	Jan. 31/03	Aug. 31/03	Sept. 1/03
Jan. 1/02	Sept. 16/02	Jan. 31/03	Aug. 31/03		Sept. 1/03
Feb 1/02	Oct. 17/02	Jan. 31/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
Mar. 1/02	Nov. 1/02	Jan. 31/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
Apr. 1/02	Dec. 2/02	Jan. 31/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
May 1/02	Jan. 1/03	Jan. 31/03	Aug. 31/03	Jan. 31/04	Feb. 1/04
June 1/02	Feb. 1/03	Aug. 31/03	Jan. 31/04		Feb. 1/04
July 1/02	Mar. 1/03	Aug. 31/03	Jan. 31/04	Aug. 31/04	Sept. 1/04
Aug. 1/02	Apr. 3/03	Aug. 31/03	Jan. 31/04	Aug. 31/04	Sept. 1/04

Note: For the year September 2002 to August 2003, all of the above dates will apply, advanced by one year.

APPENDIX B1
EMPLOYMENT STANDARDS ACT
SECTIONS 46-49
PREGNANCY/PARENTAL LEAVES

Pregnancy leave

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

When leave may begin

- (2) An employee may begin her pregnancy leave no earlier than the earlier of,
- (a) the day that is 17 weeks before her due date; and
 - (b) the day on which she gives birth.

Exception

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

Notice

- (4) An employee wishing to take pregnancy leave shall give the employer,
- (a) written notice at least two weeks before the day the leave is to begin; and
 - (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date.

Notice to change date

- (5) An employee who has given notice to begin pregnancy leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

Same, complication, etc.

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

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date;
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage.

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,
- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
 - (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage.

Ending leave early

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

Changing end date

- (3) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

- (4) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

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

PARENTAL LEAVE

48. (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time.

When leave may begin

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

Restriction if pregnancy leave taken

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

Notice

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

Notice to change date

- (5) An employee who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice.

If child earlier than expected

- (6) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
- (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work.

End of parental leave

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

Ending leave early

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

Changing end date

- (3) An employee who has given notice to end his or her parental leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice.

Employee not returning

- (4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination.

Exception

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

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 **in accordance with the Pension Plan's deferred salary plan regulations.**

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 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 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.

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 two weeks 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 concerns regarding secondary teacher workplaces and reports brought to their attention.

RECOMMENDATIONS

- 4.1 Any recommendations will be directed,
- (a) if capable of being solved at the school level as determined by the committee, to the appropriate principal, and
 - (b) if it is beyond the scope of the school level to the school/facilities superintendent, and
 - (c) if it is beyond the scope of the superintendent, to the Director of Education.

MINUTES

- 5.1 The minutes shall state the location, hazard category, hazard description, recommendation and disposition of the problems.
- 5.2 Minutes shall be reviewed and corrected if necessary, by the presiding Co-chairperson, who will sign the copy to be 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

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.

APPENDIX F
LETTER OF INTENT
CONSULTATION RE MAJOR POLICY CHANGE

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.

APPENDIX G

LETTER OF INTENT

ALTERNATE STAFFING

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.

APPENDIX H

LETTER OF INTENT

STAFF ALLOCATION

During the course of the 2002/2003 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 2003/2004 staffing allocation models consistent with the provisions of Article 5.

APPENDIX I
LETTER OF INTENT
RESTRUCTURING COMMITTEE

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.

APPENDIX J**LETTER OF INTENT – TEACHER PERFORMANCE APPRAISAL**

- 1. The Board agrees to develop and maintain Performance Appraisal Procedures that**
 - a) are consistent with the Act and Regulations; and**
 - b) based on professional growth.**
- 2. The Board shall implement the Act and Regulations within the framework of the Board’s Mission Statement and the preamble of the Collective Agreement.**
- 3. The Board shall provide the President of TSU-OECTA a written summary of those members of TSU-OECTA, who are to be evaluated each year, no later than October 31 of the evaluation year.**
- 4. (a) The Board shall provide to the TSU-OECTA President the names and schools/worksites of all teachers who receive an Unsatisfactory Rating immediately upon receipt by the Superintendent who has responsibility for that teacher;**
 - (b) Prior to any recommendation of a teacher termination to the Board, an evaluation will be conducted by the teacher’s Superintendent except where circumstances prompt a termination to protect the best interests of students as provided for by Bill 110.**
- 5. A joint teacher committee including representatives of TSU-OECTA will be formed to examine the issues relating to Teacher Performance Appraisal. The Board agrees to review with said committee the Teacher Performance Appraisal process for consistency of application, including timelines and process within the language of the applicable Acts and their Regulations; the Board will seek input from the Teachers when reviewing the teacher performance appraisal procedures and will inform the Teachers of proposed changes to their implementation.**

APPENDIX K

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 per teacher to a maximum of 300 minutes per month for one semester per year or the equivalent in non-semestered schools or such amount as may be required by legislation.

The SSSAC will meet in a timely fashion to review the current Regulations and then develop, implement and monitor a mutually agreeable workload, including on-calls and supervisions, and shall make a recommendation for the approval of the parties. This process will be undertaken in good faith and in the hope of minimizing disruption for all concerned, especially students and school staff.

APPENDIX L

LETTER OF UNDERSTANDING

RE ACTING POSITIONS

Because no agreement had been reached by September 1, 1998, the Board and the Teachers agree that teachers who were appointed to acting positions of vice-principals may return to their previous position as teachers without a break in seniority, provided the assignment does not extend beyond June 30, 1999.

APPENDIX M

LETTER OF INTENT

CONTINUING EDUCATION TEACHERS – MSGR FRASER COLLEGE

The parties agree to form a committee of equal representation from the Association and the Board. The committee will review the issues involved and the practical implementation of fully including all continuing education teachers at Monsignor Fraser within the scope of the Collective Agreement by September 1, 2004.

APPENDIX N

LETTER OF INTENT – WORKLOAD AND STAFFING

To ensure equity in teacher workload, the parties agree to review, through SSSAC, the workload required to reflect current trends and legislative amendments.

In spite of the uncertainty of school funding over the next three years, the Board, during negotiations, expressed to the Teachers its intent to maximize or exceed its staffing allocations as outlined in the Ministry of Education technical papers for areas such as special education, library and guidance.

The Board further expressed its commitment to discuss with the Teachers, through SSSAC, any annual staffing revisions that may be a response to changes in government funding, allocations or legislation.

SSSAC will ensure that the implementation of the above is done in a fair, equitable and timely manner.