

SOURCE	Bud
EFF.	20020901
TERM.	20020831
NO. OF EMPLOYEES	2,150
NOMBRE D'EMPLOYÉS	2,150

Toronto District School Board

Elementary Teachers' Federation of Ontario

12019 (02)



1.0.0. PURPOSE OF THE AGREEMENT

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

2.0.0. RECOGNITION

2.1.0. The Board recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act, s.277.3(1)2.

2.2.0. The Union will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Union.

3.0.0. RELATIONSHIP

3.1.0. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.

3.2.0. Both the Board and the Union shall comply with the Ontario Human Rights Code.

3.3.0. No Occasional Teacher shall be dismissed or disciplined by way of demotion, transfer, letter of reprimand, suspension without pay or the withholding of pay without just cause and such cause shall be provided to the Occasional Teacher in writing.

3.4.0. There shall be no discrimination against an Occasional Teacher because of an Occasional Teacher's participation in the lawful activities of the Union.

4.0.0. TERM OF THE AGREEMENT

4.1.0. This Agreement shall be in effect from ~~September 1, 2000, and shall remain in effect until August 31, 2002, and from~~ year to year thereafter unless either party notifies the other party in writing as to its desire to renew the Agreement with or without modifications, pursuant to the Labour Relations Act.

5.0.0. DEFINITIONS

Throughout this Agreement, the use of capital letters at the beginning of words defined in 5.0.0. shall be for the purpose of indicating only that the words are given a defined meaning in this Agreement.

5.1.0. "Agreement" shall mean the collective agreement between the

Board and the Union made pursuant to the Education Act.

- 5.2.0. "Board" shall mean the Toronto District School Board.
- 5.3.0. "Continuing Education Occasional Teacher" means an Occasional Teacher who substitutes for a continuing education teacher.
- 5.4.0. "Degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who holds a university degree acceptable to the Board.
- 5.5.0. "Local" shall mean the Elementary Teachers' Federation of Ontario – Toronto Occasional Teachers' Local.
- 5.6.0. "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 16 or more consecutive school days as a substitute for one teacher.
- 5.7.0. "Non-degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who does not hold a university degree acceptable to the Board.
- 5.8.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but
- if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.
- 5.9.0. "Occasional Teacher List" means the list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the elementary panel.
- 5.10.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.11.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.12.0. "Union" shall mean the Elementary Teachers' Federation of Ontario.
- 5.13.0. When the context so requires, the singular shall include the plural.

and the masculine shall include the feminine.

6.0.0. STRIKES AND LOCK-OUTS

6.1.0. There shall ~~be~~ no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.

7.0.0. UNION DUES CHECK-OFF AND LOCAL LEVY

10 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario, 480 University Ave., Suite 1000, Toronto ON M5G 1V2, within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.

7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Local is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the Local within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings.

7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, employee identification number, number of days worked, gross earnings for the period covered by the dues submission list and the dues/levy deducted.

7.4.0. The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

8.0.0. PROBATIONARY PERIOD

8.1.0. All Occasional Teachers when added to the Board's list of Occasional Teachers on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the elementary panel.

9.0.0. GRIEVANCE AND ARBITRATION PROCEDURE

9.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers

who have not completed the probationary period.

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

Pre-grievance discussion

- 9.3.0. An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

- 9.4.0. A grievance may be filed by an Occasional Teacher or a group of Occasional Teachers at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.

- 9.5.0. In all discussions of the grievance, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

- 9.6.0. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to this Agreement.

Step One

- 9.7.0. If no resolution is reached under 9.3.0., an Occasional Teacher or group of Occasional Teachers may submit a grievance in writing, on a form provided by the Local, to the person designated by the employer with a copy to the principal or immediate supervisor and to the Local. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of the complaint and the remedy sought. The person designated by the employer shall attempt to resolve the grievance within 10 school days of receipt of the grievance in writing and may meet with the grievor(s) and the Union representative at a mutually agreeable time.

- 9.8.0. The Board or Union shall initiate a policy or group grievance by giving notice to the other party within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

- 9.9.0. The time within which such grievance may be brought may extend up to 50 days beyond the term of this Agreement if the day th-

cause became known or reasonably ought to have been known within 50 school days preceding the end of the term of this Agreement.

- 9.10.0. For the purpose of this grievance procedure, the term "school day(s)" as used herein shall mean a day that is within the school year and is not a school holiday.
- 9.11.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.
- 9.12.0. If the grievance is not settled within 10 school days of the meeting or after the written response has been given, if earlier than 10 school days, it may be referred to arbitration within 10 days, notwithstanding 9.11.0.
- 9.12.1. The time limits provided for herein shall be calculated excluding the date the cause became known or reasonably ought to have been known to the grieving party.

Step 2 - Arbitration of Grievance

- 9.13.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been completed with, notify the other party in writing of its desire to submit this grievance to arbitration.
- 9.14.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 9.15.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the

arbitration board, but if there is no majority the decision of the chairperson shall govern.

- 9.16.0.** If a grievance concerns the discipline of an Occasional Teacher or dismissal for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 9.17.0.** If there are several grievances concerning similar matters they may be heard or considered together as one grievance.
- 9.18.0.** The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 9.19.0.** No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.20.0.** Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

10.0.0. SALARIES

Short Term Occasional Teachers

10.1.0.

A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule:

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	Daily Base Rate	Vac. Pay	Stat. Hol.	Total
Degreed rate	\$139.87	\$5.59	\$4.20	\$149.67
Effective June 30/2001	\$142.60	\$5.71	\$4.28	\$152.59
Effective Sept. 1/2001	\$143.60	\$5.74	\$4.31	\$153.65
Effective Jan. 1/2002	\$145.18	\$5.81	\$4.35	\$155.34

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	Daily Base Rate	Wac. Pay	Stat. Hol.	Total
Non-Degreed rate	\$129.38	\$5.18	\$3.88	\$138.44
Effective June 30/2001	\$131.90	\$5.28	\$3.96	\$141.14
Effective Sept. 1/2001	\$132.83	\$5.31	\$3.98	\$142.12
Effective Jan. 1/2002	\$134.29	\$5.37	\$4.03	\$143.69

- (a) After 50 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher **shall** be paid the following experience bonus rate (#1) in addition to the base rate as shown below:

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	<u>Daily</u> <u>Base</u> <u>Rate</u>	<u>Exper.</u> <u>Bonus</u> <u>#1</u>	<u>Vac.</u> <u>Pay</u>	<u>Stat.</u> <u>Hol.</u>	<u>Total</u>	
Degreed rate	\$139.87	\$5.00	\$5.79	\$4.35	\$155.02	
Effective June 30/2001	\$142.60	\$5.00	\$5.90	\$4.43	\$157.93	26322
Effective Sept. 1/2001	\$143.60	\$5.00	\$5.94	\$4.46	\$159.00	26.50
Effective Jan. 1/2002	\$145.18	\$5.00	\$6.01	\$4.50	\$160.69	26.782

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	Daily Base Rate	Exper. Bonus #1	Vac. Pay	Stat. Hol.	Total
Non-Degreed rate	\$129.38	\$5.00	\$5.38	\$4.03	\$143.79
Effective June 30/2001	\$131.90	\$5.00	\$5.48	\$4.11	\$146.49
Effective Sept. 1/2001	\$132.83	\$5.00	\$5.51	\$4.13	\$147.47
Effective Jan. 1/2002	\$134.29	\$5.00	\$5.57	\$4.18	\$149.04



(b) After 100 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#2) in addition to the base rate as shown below:

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	Daily Base Rate	Exper. Bonus #2	Wac. Pay	Stat. Hol.	Total
Degreed rate	\$139.87	\$10.00	\$5.99	\$4.50	\$160.37
Effective June 30, 2001	\$142.60	\$10.00	\$6.10	\$4.58	\$163.28
Effective Sept. 1/2001	\$143.60	\$10.00	\$6.14	\$4.61	\$164.35
Effective Jan. 1/2002	\$145.18	\$10.00	\$6.21	\$4.65	\$166.04

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	Daily Base Rate	Exper. Bonus #2	Vac. Pay	Stat. Hol.	Total
Non-Degreed rate	\$129.38	\$10.00	\$5.58	\$4.18	\$149.14
Effective June 30, 2001	\$131.90	\$10.00	\$5.68	\$4.26	\$151.84
Effective Sept. 1/2001	\$132.83	\$10.00	\$5.71	\$4.28	\$152.82
Effective Jan. 1/2002	\$134.29	\$10.00	\$5.77	\$4.32	\$154.39

- (c) After 140 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus rate (#3) in addition to the base rate as shown below:

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	Daily Base Rate	Exper. Bonus #3	Vac. Pay	Stat. Hol.	Total
Degreed rate	\$139.87	\$15.00	\$6.19	\$4.65	\$165.72
Effective June 30, 2001	\$142.60	\$15.00	\$6.30	\$4.73	\$168.63
Effective Sept 1/2001	\$143.60	\$15.00	\$6.34	\$4.76	\$169.70
Effective Jan. 1/2002	\$145.18	\$15.00	\$6.41	\$4.80	\$171.39

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	<u>Daily Base Rate</u>	<u>Exper. Bonus #3</u>	<u>Vac. Pay</u>	<u>Stat. Hol.</u>	<u>Total</u>
Non-Degreed rate	\$129.38	\$15.00	\$5.78	\$4.33	\$154.49
Effective June 30, 2001	\$131.90	\$15.00	\$5.88	\$4.41	\$157.19
Effective Sept 1/2001	\$132.83	\$15.00	\$5.91	\$4.43	\$158.17
Effective Jan. 1/2002	\$134.29	\$15.00	\$5.97	\$4.48	\$159.74

- (d) After 200 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board or Predecessor Board, a Short Term Occasional Teacher shall be paid the following experience bonus **rate (#4)** in addition to the base rate as shown below:

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	<u>Daily</u> <u>Base</u> <u>Rate</u>	<u>Exper.</u> <u>Bonus</u> <u>#4</u>	<u>Vac.</u> <u>Pay</u>	<u>Stat.</u> <u>Hol.</u>	<u>Total</u>
Degreed rate	\$139.87	\$20.00	\$6.39	\$4.80	\$171.07
Effective June 30/2001	\$142.60	\$20.00	\$6.50	\$4.88	\$173.98
Effective Sept. 1/2001	\$143.60	\$20.00	\$6.54	\$4.91	\$175.05
Effective Jan. 1/2002	\$145.18	\$20.00	\$6.61	\$4.95	\$176.74
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	Daily Base Rate	Exper. Bonus #4	Vac. Pay	Stat. Hol.	Total
Non-Dereed rate	\$129.38	\$20.00	\$5.98	\$4.48	\$159.84
Effective June 30/2001	\$131.90	\$20.00	\$6.08	\$4.56	\$162.54
Effective Sept. 1/2001	\$132.83	\$20.00	\$6.11	\$4.58	\$163.52
Effective Jan. 1/2002	\$134.29	\$20.00	\$6.17	\$4.63	\$165.09

10.1.1. For purposes of 10.1.0., "Board" includes a Predecessor Board.

Long Term Occasional leachers

10.2.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board's elementary teachers but such payment shall be made only after the ratification of this Agreement and shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be the amount set out in the grid less an amount equivalent to the total of vacation and statutory holiday pay to which the Occasional Teacher is entitled under applicable legislation. (X)

Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the elementary teachers' salary grid shall be retroactive to the first day of the long term occasional assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional assignment.

10.3.0. The vacation and statutory holiday pay to which the Long Term Occasional Teacher is entitled under applicable legislation shall be added to the rates set out in 10.2.0 above.

10.4.0. Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long term occasional assignment rounded to the nearest 1/10.

10.5.0. The category placement of a Long Term Occasional Teacher shall be determined by the Board.

10.6.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.

10.7.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.

10.8.0. A Professional Activity/Development Day shall not interrupt the continuity of a Long Term Occasional teaching assignment.

11.0.0. **SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS**

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11.1.0. A Long Term Occasional Teacher shall be entitled to one sick leave day upon completion of the first 10 school days of a long term occasional teaching assignment and one sick leave day for each 10 school days subsequently completed in that long term occasional teaching assignment within the same school year.

11.2.0. A sick leave day shall entitle a Long Term Occasional Teacher to be absent for one day during a long term occasional teaching assignment without loss of pay for that day. Sick leave days shall not be cumulative from one school year to the next. Sick leave days may be used retroactively to the beginning of a long term occasional teaching assignment.

1 11.2.1. Notwithstanding 11.2.0., if the Board determines that an Occasional Teacher continues to replace a teacher for a temporary period that extends without interruption into a subsequent school year, the Occasional Teacher may, only during the period in the next school year in which this replacement continues, utilize unused sick leave credits accrued during the whole replacement period.

11.3.0. A Long Term Occasional Teacher's absence for illness or injury for a period:

11.3.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or

11.3.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.

11.4.0. For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.

12.0.0. **MISCELLANEOUS LEAVES**

Bereavement Leave

12.1.0. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

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12.2.0. Bereavement Leave for one day without loss of salary but with deductions from sick leave credits will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 12.1.0.

Examination and Graduation

12.3.0. A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of pay as follows:

12.3.1. for the purpose of writing an examination the half day period during which the examination occurs, and

12.3.2. for the purpose of attending one's graduation the half day period during which the graduation occurs.

Court Appearances

12.4.0. A Long Term Occasional Teacher who is absent during the long term assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 10.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

13.0.0. **INSURED EMPLOYEE BENEFITS**

13.1.0. Subject to the conditions set out under 13.5.0. and 13.6.0., an Occasional Teacher who worked at least 90 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enrol and participate in each of the Insured Employee Benefit Plans as set out under 13.2.0., 13.3.0. and 13.4.0.

13.2.0. **Extended Health Benefits**

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The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreements, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

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health coverage while outside Canada, and

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hearing aid benefits to a maximum of \$400 per person, and

eyeglasses (including contact lenses) benefits to a maximum of \$200 per person per two year period.

13.3.0. **Semi-private Hospital Care Benefits**

The Board shall provide a Semi-private Hospital Care Plan for eligible Occasional Teachers.

13.4.0. **Dental Health Care Plan**

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The Board shall provide a Dental Health Care Plan for eligible Occasional Teachers which shall include the following provisions:

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

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

An orthodontic rider, reimbursed at a level of 50% with an annual maximum of \$1,000 per person and a lifetime maximum of \$2,000 per person.

Effective August 1, 2001 the benefits will be based upon the 1997 Ontario Dental Association Schedule of Fees for General Practitioners. The Plan shall include a nine month recall provision.

13.5.0. **Application and Eligibility**

13.5.1. Each eligible Occasional Teacher shall, not later than June 30 of each year, complete and return the benefits election form provided by the Board.

13.5.2. An eligible Occasional Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

- (a) remains on the Board's list of Occasional Teachers;
- (b) either remains available for work as an Occasional.

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Teacher, or is absent

- (i) due to illness as certified by an appropriate licensed medical or dental practitioner;
- (ii) on a pregnancy or parental leave under the Employment Standards Act; or
- (iii) as may be otherwise permitted by the Board.

(c) pays the Occasional Teacher's share under 13.6.0.

13.5.3. An Occasional Teacher currently enrolled in a Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

- (a) works at least 90 full-time equivalent school days as an Occasional Teacher with the Board during the current school year; and
- (b) fulfills the conditions set out under 13.5.2.

13.5.4. If the Occasional Teacher falls to comply with any of the conditions of 13.0.0, the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 13.0.0.

13.6.0. **Premiums**

13.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared as follows:

- (a) The Board and the eligible Occasional Teacher shall each pay 50 per cent of the premium costs.

13.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

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13.7.0. The Board confirms that the Board's benefit plans continue to provide for coverage of "same sex" partner benefits.

13.8.0. The Board shall provide access to the Employee Assistance Program for Occasional Teachers who are eligible to enroll in the insured Employee Benefit Plans.

14.0.0. **EVALUATION OF AN OCCASIONAL TEACHER'S CLASSROOM TEACHING**

14.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the principal, vice-principal or a Supervisory Officer.

14.2.0. An Occasional Teacher will, under normal circumstances, be given

one day's prior notice of a classroom evaluation.

- 14.3.0. Any classroom evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher within fifteen (15) school days.
- 14.4.0. The Occasional Teacher will be given an opportunity to read the evaluation, to sign it, and make any written comments on or appended to the evaluation that the Occasional Teacher so desires.
- 14.5.0. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.
- 14.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.
- 14.7.0. If, for any reason, the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.
- 14.8.0. Under normal circumstances, a prospective Long Term Occasional Teacher will have spent a minimum of three days in an assignment prior to an evaluation.

15.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 15.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.
- 15.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term assignment.

16.0.0. LATE CALLS

- 16.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.
- 16.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 16.3.0. Except where otherwise Indicated by the Board representative, an Occasional Teacher shall report for duty at least 15 minutes prior

to the commencement of classes.

17.0.0. CALL-OUT ERROR

- 17.1.0. A Short Term Occasional Teacher who reports for a half-day assignment as a result of a call-out error on the part of the Board shall be given employment for one half-day and be paid a half day's pay for such employment.
- 17.2.0. If a Short Term Occasional Teacher has been called in error for a full-day assignment, the Short Term Occasional Teacher shall be given a full day's employment and be paid a full day's pay for such employment.
- 17.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

18.0.0. OCCASIONAL TEACHER LIST

- 18.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must have and maintain a valid membership number issued by the Ontario College of Teachers.
- 18.2.0. Occasional Teachers shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.
- 18.3.0. The Board shall, on or before October 15 and February 15 of each year, provide the Union with a copy of an updated Occasional Teacher List which shall contain the name, employee number, address, telephone number, and, if administratively feasible, the call out area for each Occasional Teacher on the Occasional Teacher List.
 - 18.3.1. The Union agrees that its use of the information provided under 18.3.0. shall be used confidentially for Union purposes only.
- 18.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.
 - 18.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.
- 18.5.0. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive

list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.

- 18.5.1. Subject to **18.5.0.**, the Board will periodically review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least five full time equivalent days in the preceding school year.
- 18.6.0. The Board shall provide a renewal notice to each Occasional Teacher on the List by June ~~30~~ of each year. An Occasional Teacher who does not respond by the following September 1, shall ~~be removed from the List prior to the creation of the October 1st~~ referred to in **18.3.0.** NEW

19.0.0. ELEMENTARY OCCASIONAL TEACHERS CONSULTATION COMMITTEE

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- 19.1.0. The Board and the Local shall jointly establish the Elementary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Local appointed by the Local, one of whom shall be named as co-chairperson by the Local. The composition of this committee may be modified by mutual agreement.
- 19.2.0. The Committee shall meet at a mutually convenient time and within twenty calendar days of the written request of either party being received by the other.
- 19.3.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without **loss** of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.
- 19.4.0. Such a Committee **shall** discuss issues of concern to either the Board or the Local but shall not **consider** any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 19.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.

20.0.0. PRINTING OF THE AGREEMENT

- 20.1.0. The Board shall provide, at the Board's expense, a copy of this Agreement to each Occasional Teacher and shall provide the Union with (25) twenty-five copies once the printing has been completed.

21.0.0. PERSONNEL FILES

- 21.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.
- 21.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.
- 21.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 14.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.

Where the Board amends such information under 21.3.0. the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

22.0.0. COMMUNICATIONS

- 22.1.0. The Board will provide to the Local a copy of the Board's public session agenda and of the approved minutes of the public Board meetings.
- 22.2.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.

23.0.0. POSTING OF NOTICES-- BULLETIN BOARD

- 23.1.0. The Board shall provide space on a bulletin board in each elementary school for the posting of notices dealing with Union business. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Union within one business day of receipt, by the person designated by the Employer, of the requested notice.

24.0.0. UNION BUSINESS

- 24.1.0. Subject to 24.1.1. to 24.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to ETFO Provincial Office or as full time President and/or other officer(s) of the Local for a period of a year.

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24.1.1. Such an Occasional Teacher shall be paid, at the rate that is set by the Union, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.

24.1.2. Such an Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.

24.2.0. If the Local requests a part-time leave for the President and/or other officer(s) of the Local, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.

24.2.1. **24.1.1.** applies to a part-time leave for the President and/or other officer(s).

24.2.2. It is understood and agreed that the President and/or other officer(s) will be unavailable for long term occasional teaching positions while on a part-time leave for union business.

24.3.0. The Union may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Union in all negotiations for the renewal of this Agreement with the representatives of the Board.

24.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.

24.4.0. A period of office, during which the Board pays the Occasional Teacher under **24.0.0.**, shall not be considered as teaching experience.

24.5.0. The period of paid leave for the President or other officer(s) of the Local shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in **13.0.0.** provided that, if the Occasional Teacher participates, the Union reimburses the Board for the Board's share of the premium costs.

24.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.

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1 day
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* **24.7.0.** The Union shall reimburse the Board for the full employment costs incurred under **24.1.0.** to **24.5.0.**

24.8.0. Notwithstanding **24.7.0.**, a member of the negotiating committee ..

under 24.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).

24.8.1. The time referred to in 24.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).

25.0.0. ABSENCE DURING THE QUALIFYING PERIOD OF A PRE-SCHEDULED LONG TERM OCCASIONAL TEACHER ASSIGNMENT

25.1.0. Subject to 25.1.1. and 25.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least ten (10) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.

25.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a professional development day or for personal illness.

25.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.

25.2.0. An absence, under 25.1.0., does not count as a day towards the qualifying period under 5.6.0.

26.0.0. ACCESS PROVISIONS

26.1.0. Access to Day School Teacher Positions

26.1.1. The Board will, in consultation with the Bargaining Agent, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.

26.1.2. The Board will provide information sessions, to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.

26.2.0. Access to Long Term Occasional Teaching Positions

26.2.1. When, at least 15 school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term assignment, the assignment shall be advertised on a

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dedicated telephone line for a period of four days.

- (a) After which time, interviews will be held by the appropriate staff to select the person to fill the long term assignment.
- (b) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.

27.0.0. NON TEACHING DUTIES

27.1.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, and Regulations thereunder.

28.0.0. LUNCH BREAK

28.1.0. In accordance with the Education Act, Regulation 298 each Occasional Teacher shall have a minimum of 40 consecutive, uninterrupted minutes for lunch.

29.0.0. CONTINUING EDUCATION OCCASIONAL TEACHERS

29.1.0. Except as set out in 29.1.1. and 29.1.2., only the terms and conditions of employment, in 29.0.0., apply to Continuing Education Occasional Teachers.

29.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to 2.2.0.
- 3.0.0. and 3.1.0.
- 4.0.0. and 4.1.0.
- 5.2.0. and 5.3.0.
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.

29.1.2. Grievance Procedure

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

Step One

(b) An Occasional Teacher or group of Occasional Teachers may submit a grievance, in writing and signed by the Union, to the person designated by the Employer. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. The person designated by the employer shall attempt to resolve the grievance within 10 days of receipt of the grievance in writing.

(c) The Board or Union shall initiate a group grievance by giving notice to the other party within 25 days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

(d) The time within which such grievance may be brought may extend up to 25 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 25 days preceding the end of the term of this Agreement.

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(e) The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the

next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step 2 • Arbitration of Grievance

- (9) Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- (g) The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.

The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

- (h) The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- (i) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (j) Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

29.2.0. Salary

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be \$36.39 inclusive of holiday and vacation pay.

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29.2.2 The hourly rate of pay, set out in 29.2.1., shall be payable for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

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LETTER OF UNDERSTANDING
Re: Short Term Occasional Teachers
- Non-Degreed and Pay Equity Plan

In accordance with the Pay Equity Plan:

1. The daily base rate for Short Term Occasional Teachers - **Non-Degreed** has been adjusted to be **92.5%** of the daily base rate for Short Term Occasional Teachers - Degreed.
2. The daily base rate for a Short Term Occasional Teacher - **Non-Degreed** shall not equal the daily base rate for a Short Term Occasional Teacher - Degreed except as follows:
 - (a) The Short Term Occasional Teacher - **Non-Degreed** who acquires a recognized Degree and provides evidence of same to the Board shall be paid the daily rate for a Short Term Occasional Teacher - Degreed.
 - (b) After 250 full-time equivalent days worked as an Occasional Teacher with the Board, a Short Term Occasional Teacher - **Non-Degreed** who has successfully completed five university courses leading to a recognized degree which are acceptable courses as defined below and are additional to the qualifications which would be used by a LTO for placement in Category **B***, shall be paid the daily rate for a Short Term Occasional Teacher - Degreed.
 - (c) After 250 full-time equivalent days worked as an Occasional Teacher with the Board, a Short Term Occasional Teacher - **Non-Degreed** who has successfully completed five acceptable courses, at least three of which must have been completed since January 1, 1990, in addition to the qualifications which would be used by a LTO for placement in Category **B***, shall be paid the daily rate for a Short Term Occasional Teacher - Degreed.

"Acceptable courses" shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of the Collective Agreement. (The Short Term Occasional Teacher - **Non-Degreed** shall provide the Board with a Category statement of Evaluation from QECO which shall show the appropriate QECO Category ranking and additional educational qualifications in order to permit the Board to assess the foregoing clauses.)

- (d) After 250 full-time equivalent days worked subsequent to September 1, 1989 as an Occasional Teacher with the Board, a Short Term Occasional Teacher who has provided the Board with the documentation required, as set out under (b) (2) or (b) (3) above, shall be paid experience bonus rate (#4) in addition to the base rate for a Short Term Occasional Teacher - **Degreed** as shown below:

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	Daily Base Rate	Exper. Bonus #4	Vac. Pay	Stat. Hol.	Total
Non-Degreed with Required Qualifications	\$139.87	\$20.00	\$6.39	\$4.80	\$171.06
Effective June 30/01	\$142.60	\$20.00	\$6.50	\$4.88	\$173.98
Effective Sept 1/01	\$143.60	\$20.00	\$6.54	\$4.91	\$175.05
Effective Jan 1/02	\$145.18	\$20.00	\$6.61	\$4.95	\$176.74

In order to be eligible to receive the rate set out above from January 1 an Occasional Teacher must submit the necessary documentation by June 1 next. Otherwise the Occasional Teacher will not be eligible for this rate until September 1 next.

In order to be eligible to receive the rate set out above from September 1 an Occasional Teacher must submit the necessary documentation by December 15 next. Otherwise the Occasional Teacher will not be eligible for this rate until January 1 next.

* based on the QECO #4 qualifications for Category B in effect September 1, 1990.

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**LETTER OF UNDERSTANDING
Re: Professional Activity Day**

For the school years 2000-2001 and 2001-2002:

- (a) Subject to 15.1.0., an Occasional Teacher who worked at least 80 days in the prior school year shall be eligible to attend one (1) professional development day during the school year, on a date to be determined by the Board. The priority activities for this day shall be determined by the Local subject to confirmation by the appropriate Superintendent that the activities are in accordance with the program priorities of the Board.

In order to be paid for attendance at the P.D. day an eligible Occasional Teacher shall:

- (i) notify the Board in writing of the intent to attend, so that such notification is received in the designated location of the Board not later than the 30th day prior to the P.D. day; and
 - (ii) have their attendance at the morning and afternoon sessions of this P.D. day confirmed in a manner to be determined by the Board.
- (b) An Occasional Teacher who is not eligible may, where space at the professional development day activities is available, be permitted to attend, without pay, the activities for Elementary Occasional Teachers.

**LETTER OF UNDERSTANDING
Re: Letters of Concern and/or Discipline**

The parties agree that:

- (i) The process of performance appraisal is sometimes separate and distinct from letters of concern and/or discipline.
- (ii) A letter of concern and/or discipline, must be forwarded to an Occasional Teacher within the timelines stipulated in Article 14.3.0.

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LETTER OF INTENT
Re: Joint Sub-Committee of the
Elementary Occasional Teacher Consultation Committee

- (a) The Board and the Local agree that a joint sub-committee of the Elementary Occasional Teacher Consultation Committee shall be established no later than September 30th, 2001, for the purpose of consultation and review of operational procedures prior to the development of a procedures manual relating to Occasional Teachers. The sub-committee shall have equal membership which may include members co-opted expressly for this function.
- (b) The Board and the Local shall each name three persons to the sub-committee and one of the three shall be the co-chair of the sub-committee.
- (c) The joint sub-committee shall meet at a mutually convenient time and within twenty calendar days of the written request of either party being received by the other.
- (d) The procedures described by the sub-committee shall be consistent with the principles set out in the collective agreement.
- (e) The operational procedures will include:
 - (i) Long Term Occasional Teacher salary placement and teaching experience
 - (ii) Long Term Occasional Teacher proof of documentation
 - (iii) suitable alternative employment due to call-out error
 - (iv) renewal notice
 - (v) recruitment by program and geographic needs
 - (vi) regular review of the dispatch system
 - (vii) cancelled jobs on the dispatch system
 - (viii) timetables for Occasional Teachers
 - (ix) promoting positive school environments for Occasional Teachers
 - (x) statement of earnings and deductions
 - (xi) professional development opportunities
 - (xii) long term occasional teaching assignment confirmation letter

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LETTER OF INTENT
Re: Data Collection

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Elementary Occasional Teachers' Consultation Committee. If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the **Local** in a timely fashion.

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LETTER OF INTENT

Re: Benefits Review Committee (**BRC**)

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A joint committee shall be established, and shall have as its members three representatives from the Board's administrative staff, one of whom shall be named a co-chairperson by the Director and three members of the Bargaining Unit designated by the Bargaining Unit, one of whom shall be named a co-chairperson by the Bargaining Unit. The joint committee shall be convened not later than three months following the date of ratification of this Agreement. The committee shall focus on cost containment, improvements and efficiencies in Insured Health Care Plans, referred to in 13.2.0., 13.3.0., 13.4.0., 13.6.1., and 13.6.2 for the term of this Agreement and beyond. The committee shall make its recommendations, including recommendations regarding an appropriate level of service, no later than the dates set out below.

1 The Benefits Review Committee ("BRC") shall endeavour with the support of the parties to make recommendations which, when implemented, will reduce the per FTE Teacher cost of Benefits. Any such savings will be projected on an annualized basis and, provided both parties agree on the amount of such savings, it is agreed that such savings will be applied in the following ways:

- (i) 50% of such savings will be directed to updating the O.D.A. Schedule of Fees for General Practitioners from 1997 to 1998 and, if possible 1999;
- (ii) 50% of such savings will be directed to offsetting the Board's projected increased costs in 2001/2002 to maintain the existing Benefits;
- (iii) if any savings remain available after the achievement of sub clauses (i) and (ii), to further update the O.D.A. Schedule to 1999.

02 The first report by the BRC shall be made by September 30, 2001. The parties agree to direct their representatives to explore the savings available by:

- (i) requiring substitution of generic drugs if a higher cost brand is prescribed;
- (ii) a maximum dispensing fee;
- (iii) use of a "smart" and pay direct card;
- (iv) reasonable limits on dental use
- (v) such other efficiencies and alterations as the BRC considers appropriate.

3)

- 03 If the BRC recommends changes to the Benefit Plans which, when implemented in their entirety, achieve Benefit Cost Savings per FTE Teacher, the E.T.F.O. and the Board agree to forthwith amend the Collective Agreement to enable the Board to
- (i) implement the recommendations of the BRC;
 - (ii) achieve and realize in respect of the 2001-2002 school year the agreed Benefit Cost Savings.
- 04 The BRC shall in the second Year of the Agreement continue with its mandate **and** shall report by April 15, 2002 **to** the parties so that their report may be considered in the negotiations *for* the renewal of this Agreement.

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

Dated at Toronto this _____ day of _____, 2001.

The Toronto District School Board

Chair

Director of Education and Secretary-Treasurer

Elementary Teachers' Federation of Ontario
(representing Elementary Occasional Teachers
employed by the Toronto District School Board)

President

Chief Negotiator

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SUPPLEMENTARY INFORMATION
(This information is not part of the Collective Agreement)

Teacher Salary Grid – September 1, 2000 to March 31, 2001

SStep	Category A	Category A1	Category A2	Category A3	Category A4
0	29,891	32,315	33,817	36,576	39,168
1	31,470	34,021	35,611	39,034	41,294
2	33,302	36,002	37,681	41,632	43,823
3	35,131	37,980	39,753	44,224	46,360
4	37,216	40,233	42,089	46,960	49,303
5	39,296	42,481	44,441	49,690	52,244
6	40,708	44,734	46,782	52,422	55,183
7	42,760	46,989	49,119	55,154	58,131
8	44,810	49,241	51,464	57,885	61,069
9	46,859	51,494	53,805	60,620	64,014
10	48,908	53,745	56,145	63,355	66,955
11X	50,252				
11Y	51,058				
11Z	53,745				

Teacher Salary Grid – April 1, 2001 to August 31, 2001

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	30,190	32,638	34,155	36,942	39,560
1	31,785	34,361	35,967	39,425	41,707
2	33,635	36,362	38,058	42,049	44,262
3	35,482	38,359	40,151	44,666	46,824
4	37,588	40,635	42,510	47,429	49,796
5	39,688	42,906	44,886	50,187	52,767
6	41,115	45,181	47,250	52,946	55,735
7	43,188	47,459	49,610	55,706	58,712
8	45,258	49,733	51,979	58,464	61,680
9	47,327	52,009	54,343	61,226	64,654
10	49,397	54,282	56,706	63,989	67,624
11X	50,755				
11Y	51,569				
11Z	54,282				

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Teacher Salary Grid – September 1, 2001 to March 31, 2002

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	30,854	33,356	34,907	37,755	40,430
1	32,484	35,117	36,759	40,292	42,624
2	34,375	37,162	38,895	42,974	45,235
3	36,263	39,203	41,034	45,649	47,854
4	38,415	41,529	43,445	48,473	50,891
5	40,562	43,850	45,873	51,291	53,928
6	42,020	46,175	48,290	54,111	56,961
7	44,138	48,503	50,702	56,932	60,004
8	46,253	50,827	53,122	59,750	63,037
9	48,369	53,153	55,539	62,573	66,077
10	50,484	55,476	57,954	65,397	69,112
11X	51,871				
11Y	52,703				
11Z	55,476				

Teacher Salary Grid – April 1, 2002 to August 31, 2002

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	31,649	34,215	35,806	38,727	41,471
1	33,320	36,022	37,705	41,330	43,722
2	35,260	38,119	39,896	44,080	46,400
3	37,197	40,213	42,091	46,825	49,086
4	39,404	42,599	44,564	49,721	52,202
5	41,606	44,979	47,055	52,612	55,316
6	43,102	47,364	49,533	55,504	58,428
7	45,275	49,752	52,007	58,398	61,549
8	47,444	52,136	54,490	61,289	64,660
9	49,614	54,521	56,969	64,184	67,778
10	51,784	56,905	59,446	67,081	70,892
11X	53,207				
11Y	54,060				
11Z	56,905				

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