

THIS AGREEMENT dated this 29th day of August, 1995.

SOURCE	Board		
EFF.	95	09	01
TERM.	96	08	31
No. OF EMPLOYEES	2745		
NOMBRE D'EMPLOYÉS	c.p.#.		

BETWEEN:

The Board of Education for the Borough of East York
The Board of Education for the City of Etobicoke
The Board of Education for the City of North York
The Board of Education for the City of Scarborough
The Board of Education for the City of Toronto
The Board of Education for the City of York
Le conseil des écoles françaises de la communauté urbaine de Toronto
The Metropolitan Toronto School Board
(hereinafter referred to as the "Board(s)")

and

The East York Women Teachers' Association
The Ontario Public School Teachers' Federation,
East York District
The Etobicoke Women Teachers' Association
The Ontario Public School Teachers' Federation,
Etobicoke District
The North York Women Teachers' Association
The Ontario Public School Teachers' Federation,
North York District
The Scarborough Women Teachers' Association
The Ontario Public School Teachers' Federation,
Scarborough District
The Toronto Women Teachers' Association*
The Ontario Public School Teachers' Federation,
Toronto District*
The City of York Women Teachers' Association
The Ontario Public School Teachers' Federation,
York District
L'Association des Enseignants Franco-Ontariens
niveau elementaire (CEFCUT)
(hereinafter referred to as the "Branch Affiliate(s)")

*(represented by the Toronto Teachers' Federation)

The Boards and Branch Affiliates agree as follows:

04646(06)

This Agreement shall be implemented consistent with the provisions of the Subsector Framework Agreement for Teachers implemented by the parties hereto by Local Agreement (made under the Social Contract Act, 1993) dated August 10, 1993.

PART A - GENERAL

A.1.0.- PURPOSE OF THIS AGREEMENT

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

A.2.0.- RECOGNITION

A.2.1. The Boards recognize the respective Branch Affiliate(s) mentioned in the description of the parties to this Central Agreement as the sole and exclusive Branch Affiliate(s) authorized to negotiate and to participate in the administration of this Central Agreement.

A.2.2. All matters and rights negotiable under section 143 of the Municipality of Metropolitan Toronto Act, not prescribed by this Central Agreement, shall remain within the sole and exclusive right of the Boards to manage their affairs.

A.2.3. The Boards recognize and the Toronto Branch Affiliates confirm that the Toronto Branch Affiliates have duly authorized the Toronto Teachers' Federation to act as the agent of each and all the Toronto Branch Affiliates in all matters respecting the negotiation, interpretation, administration and application of this Central Agreement on behalf of the Toronto Teachers and the Toronto Branch Affiliates.

A.3.0.- DEFINITIONS

A.3.1. The use throughout this Central Agreement of capital letters in words defined in A.3.0. shall be for the purpose only of indicating that the words are given a defined meaning, and shall, unless otherwise defined, have the same meaning in the Local Agreement.

- (a) "Branch Affiliate" means an organization composed of all the teachers employed by a Board who are members of the same affiliate.
- (b) "Central Agreement" means the collective agreement between the School Board and the Boards of Education in The Municipality of Metropolitan Toronto and their respective Branch Affiliates pursuant to the provisions of sections 143 and 148 of the Municipality of Metropolitan Toronto Act.
- (c) "Contract" means a permanent or probationary teacher's contract made in accordance with the regulations under the Education Act.
- (d) "Continuing Education Teacher" means a teacher employed by a Board under a Continuing Education Teacher's Contract.
- (e) "Continuing Education Teacher's Contract" means a continuing education teacher's contract made in accordance with the Regulations under the Education Act and any amendments made thereto.
- (f) "Director" means the Director for the Board.
- (g) "Equivalent Teaching Experience" is the sum of the years or partial years of Teaching Experience and the years or partial years of Related Experience for which credit is given for salary purposes.
- (h) "Full-time Equivalent Enrolment" ("F.T.E. Enrolment") is the full-time equivalence of the Total Enrolments in each of the grades 1 through 8 rounded to the nearest whole number. For junior and senior kindergarten,

"Full-time Equivalent Enrolment" is equal to one-half the Total Enrolment and rounded to the nearest whole number.

- 77/K
- (i) "Grid Salary" means salary according to the salary grid(s).
 - (j) "Inner-City Percentage" means the percentage approved annually by the School Board as that portion of the Board's elementary enrolment to be designated as inner-city.
 - (k) "Local Agreement" means the collective agreement between the Board and the Branch Affiliates representing the Teachers employed by that Board entered into pursuant to section 149 of the Municipality of Metropolitan Toronto Act.
 - (l) "Part-time Teacher" means a Teacher employed by the Board on a regular basis for other than full-time duty.
 - (m) "Permanent Teacher" means a Teacher employed by the Board under a permanent teacher's Contract.
 - (n) "Probationary Teacher" means a Teacher employed by the Board under a probationary teacher's Contract.
 - (o) "Related Experience" means experience in a trade, profession, or business for which credit may be given by the Board by advancing a Teacher on the salary grid depending on the length of the experience and the degree of its relevance to teaching but shall not include related experience required for entrance to a College of Education.
 - (p) "School Board" means The Metropolitan Toronto School Board.
 - (q) "Sick Leave Credit" means a credit entitling a Teacher or Part-time Teacher to payment of salary or part-time salary respectively for one day under the provisions of this Agreement during absence from duty.
 - (r) "Surplus Teacher" means a Teacher whose Contract is terminated pursuant to the provisions of the Local Agreement.
 - (s) "Teacher" means a teacher who is employed under Contract by the Board and is a member of one of the Branch Affiliates.
 - (t) "Teaching Experience" means the number of years or partial years of experience to the nearest tenth of a year at September 1 in any year, in teaching in Ontario under Contract or such other experience in teaching that the Board in its discretion considers equivalent thereto but shall not include experience as a lecturer or tutor during the time the Teacher was an undergraduate student.

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

Total Salary paid under Contract
to the Teacher in a school year
Full-time Total Salary for that
Teacher in that school year

(rounded to the nearest first decimal place).

Notwithstanding the formula set out above, a Teacher hired under Contract on or before October 31 of any school year during the term of this Agreement shall be credited with an amount of Teaching Experience equal to that which the Teacher would have received had the Teacher worked under that Contract for the complete year. This shall apply only to Teachers who are hired to complete the complement of Teachers required by the actual September 30 enrolment.

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

- (i) "Teaching Experience" shall not include experience gained as a Continuing Education Teacher.
- (u) "Thistletown Teacher" means a Teacher who became a Teacher effective September 1, 1983 as a result of the transfer of the responsibility for the provision of educational services at the Thistletown Regional Centre from the Provincial Schools Authority to the Etobicoke Board.
- (v) "Total Enrolment" means enrolment as reported to the School Board by the Board less psychiatric students and students enrolled in self-contained Metro-wide special education classes
- (w) "Total Salary" means Grid Salary and all allowances, except expense allowances, for regular day school teaching.

A.3.2. The words "the Board" in this Agreement refer to the Board which employs the Teacher, and the words "a Board" refer to any Board as a party to this Agreement except where a particular Board is indicated by part of its name, in which case the reference is to the named Board.

- (a) In this Agreement "a Board" shall also mean le conseil des écoles françaises de la communauté urbaine de Toronto hereinafter included as a Board except when specifically referenced as le Conseil.

A.4.0.- TERM OF AGREEMENT

A.4.1. The term of this Agreement shall commence on September 1, 1995 and shall expire on August 31, 1996.



A.5.0.- APPLICATION OF THIS AGREEMENT

A.5.1. The terms and conditions of employment in this Central Agreement except those set out in Part F shall apply to all Teachers including principals, vice-principals, co-ordinators, assistant co-ordinators and consultants who are under Contract with the Board during the term of this Agreement and who are in positions other than as supervisory officers. This shall include a Permanent or Probationary Teacher who is assigned duties in continuing education under the Teacher's permanent or probationary Contract.

- (a) The terms and conditions of employment in Part F of this Agreement shall apply to all Continuing Education Teachers including those in continuing education positions of responsibility.
- (b) The terms and conditions of employment in Part F do not apply to a Teacher who has executed a permanent or probationary Contract and who is assigned duties in continuing education under that Contract. Such Teachers are governed by the terms and conditions in this Agreement other than Part F.
- (c) The terms and conditions in Part F apply to a Permanent or Probationary Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.

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

A.5.3. The Central Agreement exclusive of Part F shall be deemed to form part of the Contract of employment between the Board and the Teacher.

- (a) Part F shall be deemed to form part of the Contract of employment between the Board and the Continuing Education Teacher.

**A.6.0.- COPIES OF AGREEMENT
AND SALARY STATEMENT**

- A.6.1. The Board shall provide in September (or after September when a later date is agreed upon by the Board and the representatives of each Branch Affiliate) to each Teacher a statement of the Teacher's computed salary.
- A.6.2. The Board will provide to each Teacher, at the expense of the Boards, within six weeks of the signing of the applicable Agreements, one copy of the applicable terms and conditions of employment. The format in which these Agreements are to be printed or otherwise duplicated for such distribution shall be agreed upon between the Boards' and the Teachers' Metro Negotiating Teams.
- A.6.3. A translation of the Agreement into the French language shall be provided by le conseil des écoles francaises de la communauté urbaine de Toronto for its A.E.F.O. Teachers, but in case of any divergence between the English and French versions, the English language version of this Agreement will prevail.

**A.7.0.- PROHIBITION AGAINST THE
USE OF SANCTIONS**

- A.7.1. There shall be no strike or lockout during the term of this Central Agreement or of any renewal of this Central Agreement.

A.8.0.- GRIEVANCE-ARBITRATION PROCEDURE

General Provisions

- A.8.1. If a Teacher is unable to resolve by informal discussion with the principal or the appropriate supervisor, any question as to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Teacher may lodge a grievance as provided hereinafter.
- A.8.2. Within the terms of this Agreement, a grievance is any difference relating to the interpretation, application, administration or alleged violation of this Agreement including any questions as to whether a matter is arbitrable.
- A.8.3. Each party to a grievance may be assisted or represented by representatives from their respective organizations or by counsel throughout the grievance-arbitration procedure.
- A.8.4. If there are any grievances concerning similar matters, they may, upon mutual consent, be heard or considered together as one grievance.
- A.8.5. The time limits fixed for the grievance procedure under this Agreement may be extended or abridged only upon the written consent of the Board and Teacher or Board and Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, as applicable.
- A.8.6. One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation.
- A.8.7. If a grievance is not initiated or is not processed to the next step within the time and manner prescribed in this Agreement, it shall be deemed to be abandoned. For the purpose of this grievance procedure the term "school days" as used herein shall mean a day that is within a school year and is not a school holiday.
- A.8.8. Any matter in regard to which the Board or the Teacher may have the right to a Board of Reference shall not be subject to this grievance procedure unless a Board of Reference has been refused and a grievance launched within ten school days after the refusal.
- A.8.9. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to the grievance.

A.8.10. No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.

A.8.11. Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

Initiating a Grievance

A.8.12. A Teacher may initiate a grievance by:

- (a) committing it to writing on a form provided by the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation (see Appendix A-1), and
- (b) having it delivered to the Board during normal business hours within the next 20 school days following the day the cause for the grievance became known to the Teacher or reasonably ought to have become known to the Teacher.

Step A

- A.8.13. (a) The Director or designate (who shall not be a Teacher) who has been authorized to act on behalf of the Director shall then meet with the Teacher and they shall endeavour to settle the grievance.
- (b) If the grievance is not settled within ten school days after the date that the grievance was initiated, the Teacher may then proceed to Step B.

Step B

- A.8.14. (a) To continue the grievance the Teacher must give the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, a copy of the grievance form delivered to the Board pursuant to Step A, and inform the Board of the Teacher's intention to continue the grievance.
- (b) Representatives of the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, and representatives appointed by the Board shall meet with the Teacher within 30 school days after the grievance was initiated and attempt to settle the grievance. Notwithstanding the above, the Teacher may choose not to attend this meeting.
- (c) If the grievance is not settled within 40 school days after the date the grievance was initiated, and if the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, considers the grievance to be justified, the Branch Affiliate, or in the case of Toronto, only the Toronto Teachers' Federation, may then proceed to arbitration on the Teacher's behalf.
- A.8.15. The Board or Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, may initiate a policy or group grievance beginning at Step B of the grievance procedure. The Board or Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, shall initiate such grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance became known or reasonably ought to have become known to the grieving party.
- A.8.16. The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have become known is within 90 school days preceding the end of the term of this Agreement.
- A.8.17. For grievances involving the Central Agreement, after the grievor(s) has complied with the requirements for filing a grievance, but before attempting to settle the grievance by arbitration, the Board shall submit a copy of the grievance

(or written notice of the intention to proceed to arbitration) to all the Boards; and the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, shall submit a copy of the grievance (or written notice of the intention to proceed to arbitration) to all the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation. Thereafter, it shall be the responsibility of the Boards and Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, which are not original parties to the grievance to keep themselves informed as to the proceedings and the disposition of the grievance.

- A.8.18. Any settlement of a grievance involving clauses in the Central Agreement settled prior to arbitration shall be without prejudice or precedent to any other Board or Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation

Step C - Arbitration

- A.8.19. (a) To proceed to arbitration, the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, shall within 50 school days after the date the grievance was initiated under Step A give written notice to the Board of its intention to proceed to arbitration together with the name of its appointee to the arbitration board.
- (b) Within 10 school days from the date of the receipt of the notice from the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, the Board shall notify the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, of the name of its appointee to the arbitration board.
- (c) The two appointees shall, within 10 school days of the appointment of the second of them or within a time mutually agreed upon, appoint a third person who shall be the chairperson. If either party fails to name an appointee to the arbitration board, or if the appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Education Relations Commission upon the request of either party.
- (d) No person shall be appointed to the arbitration board who has been involved in an attempt to settle this grievance at an earlier step under A.8.0.
- (e) The Board and the Branch Affiliate, or in the case of Toronto, the Toronto Teacher's Federation, may, by mutual consent, agree on the appointment of a single arbitrator, who shall have the same powers and be subject to the same limitations as an arbitration board. The expenses of the single arbitrator shall be shared equally by the Board and the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation.
- (f) The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties to the grievance. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chairperson shall govern.
- (g) If a grievance concerns the discipline of a Teacher, including disciplinary dismissal, the arbitration board may confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.
- (h) Each of the parties shall bear the expenses of its own appointee to the arbitration board and one half of the expenses of the chairperson of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.
- (i) The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.
- (j) It is the right of the Board(s) and Branch Affiliate(s), or in the case of Toronto, the Toronto Teachers' Federation, to intervene and to make representations in an arbitration of a grievance involving the Central Agreement.

- (k) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- (l) The arbitration board shall not make any decision which is inconsistent with any statute or any regulation made thereunder or the provisions of this Agreement, nor which serves to alter, modify or amend any part of this Agreement.
- (m) The arbitration board will attempt to render a decision where feasible within 30 calendar days of the completion of the hearing.

A.9.0.- AMENDMENTS

- A.9.1. Any amendments to, addition to, deletion from, or deviation from this Central Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall be mutually agreed upon.
- A.9.2. A party desiring to amend under A.9.1. shall give written notice to this effect. The parties shall meet within 30 days to determine if the other party will agree to negotiate the proposed amendment.

 **ELEMENTARY TEACHERS' GRIEVANCE FORM**

Board
Name
Address
School
Clause(s) of Agreement Violated
Details of Grievance

Branch
Affiliate*

Redress Sought

Date Filed

Signature of Grievor

*(or in the case of Toronto, the
Toronto Teachers' Federation)

PART B - SALARY

B.1.0.- SALARY GRIDS

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

B.2.0.- PLACEMENT ON THE SALARY GRID

- B.2.1. All Teachers except those placed in Category A in accordance with the Pay Equity Plan and except principals, vice-principals, co-ordinators and assistant co-ordinators shall be placed on the salary grid according to the category as determined in B.3.4. and Equivalent Teaching Experience.

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Step	Category A	Category A1	Category A2	Category A3	Category A4
0.00	29087.00	31445.00	32907.00	35592.00	38114.00
1.00	30623.00	33106.00	34653.00	37984.00	40183.00
2.00	32406.00	35033.00	36667.00	40512.00	42644.00
3.00	34186.00	36958.00	38684.00	43034.00	45113.00
4.00	36214.00	39150.00	40957.00	45696.00	47976.00
5.00	38238.00	41338.00	43246.00	48353.00	50839.00
6.00	39613.00	43531.00	45524.00	51011.00	53698.00
7.00	41610.00	45725.00	47798.00	53670.00	56567.00
8.00	43604.00	47916.00	50079.00	56328.00	59426.00
9.00	45598.00	50108.00	52357.00	58989.00	62292.00
10.00	47592.00	52299.00	54634.00	61651.00	65153.00
11X	48900.00				
11Y	49684.00				
11Z	52299.00				

- B.2.2. The Board may award a permanent Contract to a Teacher returning to teach with the Board.
- B.2.3. The determination of Total Salary for a Teacher returning from leave shall be made in accordance with the rights and subject to the conditions with respect to Total Salary which were given or imposed as terms under which the leave was granted.
- B.2.4. A Teacher's advancement on the Salary grid for the following school year for increased Teaching Experience may be withheld only for just cause and upon written notice to the Teacher prior to April 30 in the preceding school year, stating the reasons why advancement is to be withheld.

B.3.0.- CATEGORY PLACEMENT

- B.3.1. A Teacher shall submit all necessary written proof of the change in qualificationsto the Director.

- (a) It shall be the responsibility of the Teacher to apply for any necessary written proof of a change in qualifications.
 - (b) The Board shall acknowledge receipt of documents submitted by the Teacher and shall advise the Teacher of the ultimate disposition of the request for change in category placement.
- B.3.2. A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that year provided that if the Teacher furnishes proof by December 15 of a change in qualifications effective the preceding September 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes proof by June 1 of a change in qualifications effective the preceding January 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1.
- B.3.3. If, prior to the dates by which proof of changed qualifications must be submitted under B.3.2. the Teacher gives written notice to the Director of an intent to furnish proof of changed qualifications as soon as it is available, such proof may be accepted at the discretion of the Director.
- B.3.4. In determining a Teacher's category for placement on the Salary Grid, the Board will be guided by the definitions set out in QECO #4 (in effect at September 1, 1990), whether or not a Teacher is eligible to receive an evaluation from QECO. Notwithstanding the use of QECO #4, no Teacher under Contract with a Board on August 31, 1989 shall be paid on the basis of a lower category under QECO #4 than the category on which that Teacher's salary was based at that date, while the Teacher continues under Contract with the Board. No qualification may receive duplicate recognition.
- B.3.5. A Teacher's salary step in a category shall be determined by the Equivalent Teaching Experience credited to the Teacher.
- B.3.6. Notwithstanding any other provision in this Agreement, a Teacher who was under Contract with the Board who continues under Contract with the Board who was advanced on the "salary scale" by reason of credit for early advancement under a previous agreement shall not lose the continued benefit of such early advancement under this Agreement.
- B.3.7. Effective September 1, 1991 a Teacher who commences teaching under Contract with the Board during the same school year in which the Teacher taught as a long term occasional teacher immediately prior to entering into the Contract shall be given credit for Teaching Experience from the initial day of the long term occasional assignment.
- B.3.8. Notwithstanding any other provisions in this Agreement, for Teachers under Contract with the Board during the 1970-71 school year who continue under Contract with the Board, Related Experience for which a Teacher has been given credit by advancement on the salary grid shall be deemed to be equivalent to Teaching Experience for salary purposes.

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

- B.4.1. For the period September, 1995 to August, 1996, all principals and vice-principals shall be paid in accordance with their placement on the following grid:

	Elementary		Junior High School	
Step	Principal	Vice-principal	Principal	Vice-principal
0.00	74816.00	6 4032.00	78854 .00 80967 .00	67267.00 69382.00
1.00	76813.00	6 6012.00	80967 .00 83087 .00	69382.00 71503.00
2.00	78813.00	6 7993.00	83087 .00	71503.00
3.00	80810.00	6 9976.00	85200 .00	73621.00
4.00	82810.00			

B.4.2. For the period September, 1995 to August, 1996, all co-ordinators and assistant co-ordinators shall be paid in accordance with their placement on the following grid:

	12 Month		10 Month	
Step	co-ordinator	Asst. Co-ordinator	Co-ordinator	Asst. Co-ordinator
0.00	77789.00	72567.00	70444 .00	67267.00
1.00	79902.00	74680.00	72566 .00	69382.00
2.00	82021.00	76794.00	74680 .00	71503.00
3.00	84133.00	78910.00	76794 .00	73621.00

* Includes Chief Consultant- North York.

B.5.0.- ALLOWANCES FOR POSITIONS OF RESPONSIBILITY

B.5.1. The allowance to be paid a consultant shall be \$4,546 per year.

B.5.2. Other allowances for responsibility to be paid to Teachers appointed to positions of responsibility other than those set out in this Part shall be paid as set out in Appendix B-1.

B.6.0.- OTHER RESPONSIBILITY ALLOWANCES AND/OR ALTERNATIVES

- B.6.1. For each school year, separate from any allowances payable to Teachers under B.5.0., the Board shall be allocated \$208 per teacher per year based on the prior school year's actual September 30 staff as allocated by the agreement then in force. These funds may be used for:
- (a) the payment of responsibility allowances set out in Appendix B-2 and/or
 - (b) for such other purposes as set out in Appendix B-2, providing the total amount made available for such other purposes does not exceed the amount set out under B.6.1.

B.7.0.- ALLOWANCE FOR POST-GRADUATE DEGREES

- B.7.1. An allowance shall be paid to a Teacher for one recognized post-graduate degree only, subject to the following:
- (a) the degree must be a further degree beyond any degree for which credit is given in category placement; and
 - (b) the allowance shall be in addition to any other salary or allowance to be paid under this Agreement.

The amount of this allowance shall be \$1,041 per year.

- B.7.2. An allowance shall be paid to a Teacher who holds a recognized post graduate degree in addition to a post graduate degree for which an allowance is paid under B.7.1 and who has not used this additional degree for a change in category placement. This allowance shall be paid for one additional post-graduate degree only.

The amount of this allowance shall be \$373 per year.

- B.7.3. In order to be eligible to receive an allowance for a post-graduate degree which was successfully completed prior to September 1 or January 1, a Teacher must submit an official university transcript prior to December 15 or June 1. Payment of this allowance shall be made retroactive to September 1 or January 1 respectively.
- (a) Notwithstanding the foregoing, if the Teacher gives written notice to the Director of an intent to furnish proof of changed qualifications through submission of official university transcripts from a recognized university, such proof may be accepted at the discretion of the Director.

B.8.0.- SPECIAL EDUCATION ALLOWANCES

- B.8.1. A Teacher who is teaching special education and who has a specialist certificate in special education obtained from the Ministry of Education and Training for Ontario shall receive the Special Education Allowance, provided that the Teacher has not used any course or part of a course undertaken as a part of the specialist qualification to effect a category change.
- B.8.2. A Special Education Allowance shall be payable pursuant to B.8.1. The amount of this allowance shall be \$1,331 per year.
- B.8.3. Notwithstanding B.8.1. and in recognition of certain exceptions established in previous collective agreements, a Teacher who was in receipt of a Special Education Allowance during the 1983-84 school year by virtue of a previous collective agreement shall continue to receive that allowance unless the Teacher should cease to teach special education or has resubmitted qualifications in order to improve the Teacher's category or to qualify for other allowances.

B.9.0.- OTHER ALLOWANCES

- B.9.1. Upon request the Board will complete T2200 forms submitted to it by a Teacher who is in receipt of a travel and/or expense allowance paid by the Board.
- B.9.2. A Teacher shall be reimbursed for school related expenses on presentation of suitable proof of expenditure for which prior authorization had been obtained.
- B.9.3. Any other allowances shall be paid in accordance with Appendix B-3

**B.10.0.- HOLIDAY AND VACATION FOR
12 MONTH CO-ORDINATORS/
ASSISTANT CO-ORDINATORS**

- B.10.1. Where a Board employs 12 month co-ordinators and/or assistant co-ordinators, these Teachers shall continue to be entitled to holidays, vacation and 'Board days' in accordance with the Board's present procedures unless otherwise mutually agreed by the Boards and Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation.

B.11.0.- CALCULATION OF A DAY'S SALARY

- B.11.1. For purposes of calculating a day's salary under this Agreement, the amount shall be equal to:

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

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

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

Appendix B-1

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

EAST YORK Nil

ETOBICOKE Nil

NORTH YORK

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

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

SCARBOROUGH Nil

TORONTO

1. **Reading Clinician's Allowance**

- (a) The amount of this allowance shall be \$4,546 per year.
- (b) The title "Reading Clinician" shall include any Teacher in charge of a reading clinic, including:
 - (i) Reading Clinicians appointed in accordance with the policy adopted by the Board on June 30, 1977 (as given in the Board Minutes, P. 604).
 - (ii) Vice-principals in charge of reading clinics or Teachers in charge of reading clinics paid as vice-principals in accordance with B.4.1., and
 - (iii) Principals in charge of reading clinics or Teachers in charge of reading clinics paid as principals in accordance with B.4.1.
- (c) The salary for Teachers appointed to the position of Reading Clinician after June 30, 1977 shall be their Grid Salary plus the responsibility allowance set out in (a) above.
- (d) Teachers appointed to the position of Reading Clinician prior to June 30, 1977 shall continue to receive their present salary provided they continue as Reading Clinicians, and
- (e) All future reference to Reading Clinicians shall be understood to incorporate items (i), (ii) and (iii).

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

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

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

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

3. **New Positions**

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

YORK

Nil

CEFCUT

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

**RESPONSIBILITY ALLOWANCES
(OTHER THAN SPECIFIED IN B.5.1.
OR APPENDIX B-1)**

EAST YORK

The following Responsibility Allowances shall be in effect for the school year 1995-96 and shall be based on the rates as set out below:

Curriculum Resource Teacher (full unit)	\$1,787
Team Leader	1,787
Major Chairperson	1,713
Minor Chairperson	1,286

If any excess funds remain in B.6.1. after the payment of responsibility allowances as set out above, such funds may be used for other purposes, excluding salary purposes, which may be mutually agreed upon by the Board and the Branch Affiliates, provided that the total amount paid for such purposes does not exceed the sum calculated in B.6.1.

ETOBICOKE

The monies generated by B.6.1. shall be used to provide funds for the responsibility allowance of Chairpersons. The amount of this allowance shall be \$2,790 per year.

The expenditure of any remaining monies generated by B.6.1. after providing for the Chairpersons' allowance set out above, shall be approved by the Professional Development Committee.

NORTH YORK

The following Responsibility Allowances shall be in effect for the school year 1995-96 and shall be based on the rates as set out below:

Convener - Elem School	\$2,952
Co-ordinating Chairperson (JHS)	3,859
Major Chairperson (JHS)	3,217
Minor Chairperson (JHS)	2,145
Asst. Chairperson (JHS)	859

SCARBOROUGH

The amount of the Chairpersons' allowance shall be \$1,475 per year.

The use of the above will not have the effect of having Teachers who were Major Chairpersons during the 1976-77 school year paid on the basis of a lower allowance than their classification as of June 30, 1977.

TORONTO

I. Elementary School Co-ordinator Program

The funds for this program are made available from funds generated under B.6.1

1. Subject to each group of Teachers assigned in accordance with 3. below, these funds shall be allocated at a given rate times the number of Teachers assigned as of September 30 of the school year.

The amount of this rate shall be \$133 per year.
2. The staff of each school shall receive, from the Board, information regarding the amount allocated to the school for the elementary co-ordinator program for the current school year.
3. The staff of a school or other place where Teacher(s) may be assigned or the itinerant staff of a special education program may choose to select an elementary school co-ordinator(s) and/or use the monies allocated for alternatives as stated in 6. below.
4. Where a staff chooses to select an elementary school co-ordinator, the following conditions shall apply:
 - (a) the staff of the school shall establish a job description for each position;
 - (b) the position shall be available to any staff member not already appointed to a position of responsibility;
 - (c) the selection of a Teacher for this position shall be made by the staff in a manner decided upon by the staff;
 - (d) such co-ordinators shall be appointed by the Board for a period of one school year only;
 - (e) the rate of remuneration shall be \$500 only or \$1,000 only as may suit the job description and degree of responsibility involved; and
5. Teachers appointed to such a position shall be responsible to the principal through the staff.
6. Where a staff chooses not to use any or all of its allocated funds for payment of an elementary school co-ordinator, the allocated monies shall be used for the following alternative purposes:
 - (a) to provide additional occasional teachers to allow staff members to engage in staff development and/or curriculum development activities singly or in small groups;
 - (b) to pay for attendance at conferences and, where applicable, the fee for membership in a professional curriculum-related organization which membership is a prerequisite for attendance at the conference, or professional development courses not leading to credit for salary placement;
 - (c) to pay for fees or honoraria for resource personnel (from outside the Board staff) to conduct professional development programs;
 - (d) to pay for personnel (from outside the Board staff) hired on a per diem basis to assist the school (the pupils and the Teachers) in its staff development activities;
 - (e) and the staff shall make recommendations, through the principal to the Area Superintendent as to the appropriate allocations of any funds available.
7. The Area Superintendent may approve an expenditure recommended under 6. above, or refer the recommendation back to the staff for further consideration giving reasons, in writing, for the refusal. The final authority for approval for expenditures shall be the Area Superintendent.

II. Professional Development Committee
(Elementary)

- 6/1
1. Any funds generated under B.6.1. which are not re-allocated under I. above shall be used to pay for program oriented professional development programs for members of the Toronto Teachers' Federation. Such programs are to be jointly developed by the Board and the Toronto Teachers' Federation.
 2. The Board shall establish a Professional Development Committee (Elementary).
 - (a) The Board shall appoint four members of this committee, two of whom shall be trustees.
 - (b) The Toronto Teachers' Federation shall appoint four members to this committee.
 - (c) The members of this committee shall elect two co-chairpersons.
 - (d) The members appointed by the Board shall elect one co-chairperson from among themselves.
 - (e) The members appointed by the Toronto Teachers' Federation shall elect one co-chairperson from among themselves.
 - (f) The committee shall then determine its in-committee procedures.
 3. The Professional Development Committee (Elementary) shall recommend:
 - (a) programs for the professional development of Teachers; and/or
 - (b) dates for those professional activity days which are centrally determined.
 4. Applications received under C.3.0. shall be considered in private session by the Professional Development Committee (Elementary) which shall choose the successful applicants and recommend these to the board as set out below.
 5. The Professional Development Committee (Elementary) shall report to the Personnel and Organization Committee which shall consider such reports as it would reports from any of its regular sub-committees.

YORK

A Curriculum Chairperson shall receive an allowance. The amount of this allowance shall be \$1,506 per year.

A senior school guidance counsellor who holds a guidance specialist certificate or its equivalent shall receive an allowance. The amount of this allowance shall be \$1,506 per year.

If any excess funds remain in B.6.1. after the payment of responsibility allowances as set out above, such funds may be used for other purposes, excluding salary purposes, which may be mutually agreed upon by the board and the Branch Affiliates, provided that the total amount paid for such purposes does not exceed the sum calculated in B.6.1.

CEFCUT

A Convener- Elementary School shall receive an allowance. The amount of this allowance shall be \$2,952 per year.

OTHER ALLOWANCES (PURSUANT TO B.9.3)**EAST YORK**

An allowance at the current rate per kilometre shall be paid to a Teacher for authorized transportation necessary between schools or on business approved by the principal or a supervisory officer.

ETOBICOKE

Nil

NORTH YORK

Mileage expenses incurred on official Board business with the prior approval of the appropriate Superintendent of Schools shall be paid at the rate approved by the Board.

SCARBOROUGH**Tuition Expenses**

ZSP/

If a supervisory officer with the approval of the Board requests a Teacher to take any course, the Board will assume expenses for tuition and required texts for that course. Any official request shall be in writing. It is understood that payment will be made only upon successful completion of the course.

Curriculum Writing Teams

The Board will continue to reimburse curriculum writing teams in accordance with its past practice.

TORONTO

An allowance shall be paid for those assigned to two or more schools a day. The amount of this allowance shall be \$280 per year.

An allowance shall be paid for those with responsibilities at the Boyne River or Island Schools. The amount of this allowance shall be \$737 per year.

YORK

Nil

CEFCUT

An allowance, at the rate per kilometre approved by le Conseil, shall be paid to a Teacher for authorized transportation necessary between schools or on business approved by the principal or a supervisory officer.

PART C - EMPLOYEE BENEFITS

C.1.0.- MISCELLANEOUS LEAVES

C.1.1. Application for miscellaneous leave shall be made to the Director or designate. The Teacher shall notify the principal of the application at the time it is made and whenever possible shall make the application at least five school days prior to the day for which the leave is requested.

C.1.2. Miscellaneous leaves without loss of salary and with deduction from Sick Leave Credits.

- (a) Miscellaneous leave up to a maximum of five days in any one year may be granted by the Director to a Teacher in a school year of ten months, and six days to a Teacher employed on a 12 month basis, without loss of salary but with deduction of Sick Leave Credits for the purpose of:
 - (i) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,
 - (ii) attending the graduation of a husband, wife, son, daughter, parent or grandchild, from a recognized post secondary institution,
 - (iii) attending a festival of the arts in which the Teacher is a participant,
 - (iv) attending trustee or other relevant conventions when the Teacher is a school trustee in another municipality or is a member of a municipal council or local board thereof,
 - (v) participating in or coaching at tournaments or athletic events related to international events, or to finals of provincial or national competition approved by the Board,
 - (vi) moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Director or the Director's designate, limited to once during the school year,
 - 63G/3 (vii) caring for a member of the Teacher's immediate family in a case of serious illness when the Teacher has been unable to obtain other proper care for such member,
 - (viii) attending the funeral of a close relative or friend,
 - (ix) attending as president or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,
 - (x) observing religious holy days,
 - 63E/3 (xi) when adoption leave is not taken and circumstances require the Teacher to be present during the adoption procedure,
 - 63F/3 (xii) a father attending the birth of his child, or
 - (xiii) under special circumstances for reasons approved by the Director.
- (b) Two of the days under C.1.2.(a) above may be granted for reasons other than those listed in C.1.2.(a)(i) to (xiii) on the agreement of the Teacher and the principal.

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

- (a) Miscellaneous leave, other than that limited to five or six days in C.1.2.(a), may be granted by the Director without loss of salary and without deduction of Sick Leave Credits for the purpose of:

- (i) writing university or similar examinations,
- (ii) attending the Teacher's own graduation,
- (iii) participating in programs for exchange teachers,
- (iv) participating on approved curriculum committees or attending approved workshops and/or conferences,
- (v) attending court, either as a person charged or as a party in any action in which the Teacher's presence is required, or
- (vi) under special circumstances for reasons approved by the Director.

63A/1 (b) Leave shall be granted by the Director or designate, without loss of salary and without deduction of Sick Leave Credits for up to three days compassionate leave at the time of the death of a member of the Teacher's immediate family, which includes a parent, parent-in-law, spouse, child, brother, sister, grandparent, guardian and grandchild. Additional days may be granted by the Director or designate, when required for travelling time or other special circumstances.

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

- (a) quarantine or other order of medical health authorities,
- 63BC/1 (b) jury duty or duty as a witness in any court to which the Teacher had been summoned in any proceedings to which the Teacher is not a party or one of the persons charged provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or witness, or
- (c) attending the hearing of an arbitration of a grievance pursuant to an Agreement to which the Teacher is a party, when the Teacher's presence is required by the arbitration board.

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

General Provisions

58A/017 61A/018

C.2.1. The Board will grant Pregnancy Leaves of up to 17 weeks and Parental Leaves of up to 18 weeks in accordance with the requirements of the Employment Standards Act (see Appendix C-1).

C.2.2. Prior to submitting an application for Pregnancy or Parental Leave under C.2.0. the Teacher will inform the Teacher's principal of the dates on which these leaves are to begin and end. Dates for Extended Parental Leave must conform with C.2.11., C.2.13. and C.2.14.

C.2.3. A Teacher on Pregnancy Leave and/or Parental Leave shall continue to participate in the insured employee benefit plans unless the Teacher elects in writing not to do so; and,

- (a) where the Teacher continues to participate in these plans, the Board shall continue to pay the Board's share of the premium during the leave(s).

C.2.4. A Teacher on Extended Parental Leave may continue the Teacher's insured employee benefit plans in accordance with C.6.2. and the Teacher shall pay the Board's share and the Teacher's share of the premium during the leave.

C.2.5. A Teacher, upon return from leave under C.2.0., shall be granted credit for Teaching Experience for that period.

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

Pregnancy Leave

- C.2.7. Notwithstanding the employment eligibility requirement respecting pregnancy leave set out in the Employment Standards Act, the Board may grant a Pregnancy Leave, as otherwise set out in that Act, to a Teacher who is pregnant.
- C.2.8. A Teacher shall not work and the Board shall not cause or permit the Teacher to work until at least six weeks after the date of delivery or such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.

Parental Leave

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

Extended Parental Leave

- C.2.10. A Teacher eligible for Parental Leave under C.2.0. may apply for Extended Parental leave.
- C.2.11. An Extended Parental Leave shall end:
- (a) on December 31,
 - (b) the final day of the March Break,
 - (c) after the last school day in June but before the first school day in September, or
 - (d) an alternate date approved by the Director for the Teacher.
- C.2.12. Application for Extended Parental Leave must be made at the same time as a Teacher applies for Parental Leave or not later than 30 days before the Extended Parental Leave is to begin.
- C.2.13. If a Teacher is eligible for Parental Leave but does not plan to take a Parental Leave for reasons of being on leave, application for Extended Parental Leave must be made at least 30 days prior to the date that the Extended Parental Leave is to begin. Such Extended Parental Leave shall begin only on the first school day following the period of leave.
- C.2.14. Except as set out under C.2.13., the Extended Parental Leave of a Teacher shall begin immediately following the end of that Teacher's Parental Leave.

- 8/087
6/18/086
C.2.15. The sum of a Pregnancy Leave, a Parental Leave and an Extended Parental Leave shall not exceed 24 calendar months, except
- (a) in the case of a Teacher who is in the first year of a two year probationary contract this sum shall not exceed 12 calendar months, or
 - (b) in special circumstances, where a later return date will better accommodate the Board's program needs, the Director may agree to extend the Extended Parental Leave to the date set out under C.2.11. which next follows that otherwise required under C.2.14.

Supplemental Unemployment
Benefits (SUB) Plan

- C.2.16. The Supplemental Unemployment Benefits Plan hereinafter referred to as the SUB Plan means the Plan set out in Appendix C-2.
- C.2.17. A Teacher who has been granted:
- (a) Pregnancy Leave and who is eligible to receive unemployment insurance maternity benefits, or
 - (b) Parental Leave for the purposes of adoption and who is eligible to receive unemployment insurance parental benefits, and who complies with the requirements of the SUB Plan shall be compensated in accordance with the SUB Plan for the two week waiting period.
- C.2.18. Except for 12 Month Co-ordinators/Assistant Co-ordinators, no supplemental benefit otherwise payable in accordance with the SUB Plan shall be paid for any week which falls after the last school day in June and before the first school day in September.

C.3.0.- LEAVES OF ABSENCE WITH PAY

- C.3.1. Leaves of absence with pay may be granted for the purpose of approved study or activity, upgrading or updating employment qualifications, retraining or any circumstances which shall be reported to the Board.
- C.3.2. A leave of absence with pay may be granted by the Board for the purposes set out in C.3.1. on the recommendation of the Director to a Teacher who has demonstrated a high level of competence in the Teacher's employment.
- C.3.3. To qualify for a leave of absence with pay a Teacher shall have completed a minimum of six years of service in the employ of one of the Boards.
- 62A⁴/2 C.3.4. Salary and other benefits shall be paid or credited to Teachers granted a leave of absence with pay while continuing with the purpose of the leave in an amount equal to 80% of the Teacher's Total Salary while on leave.
- C.3.5. Tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave after official receipts have been submitted to the Director but the amount shall not exceed an aggregate maximum of \$1,000 per annum.
- C.3.6. A Teacher granted such a leave of absence with pay, before going on such leave, shall execute an agreement (in the form set out in Appendix C-3) to remain in the employ of the Board full time (or equivalent if the Teacher so requests and the Board is able to accommodate such request) for a period equal to twice the length of the period of the leave following the Teacher's return.
- C.3.7. A Teacher granted a leave of absence with pay shall receive the normal increment in Grid Salary and other benefits for which the Teacher is eligible. Deductions for the Teachers' Pension Plan, pension, income tax or other required deductions shall be on the basis of the actual Total Salary paid. A Teacher on leave of absence with pay shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan.
- C.3.8. A Teacher failing to carry out the purpose for which the leave was granted shall upon request repay to the Board the money paid on account of the leave or, on failing to remain in the employ of the Board for the agreed minimum period, shall upon request repay to the Board pro rata the money paid by the Board on account of the leave. Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the Teacher.
- C.3.9. The total number of elementary school Teachers on a leave of absence with pay at any one time shall not exceed one per cent of the elementary school Teachers employed by the Board. For the 1996-97 school year the minimum number of leaves of absence with pay granted shall not be fewer than the full time equivalent of four Teachers in Toronto, three in Scarborough, if sufficient applications meet the criteria and are considered by the selection

committee to be worthy of forwarding to the Board. In the other Boards of Education the actual number of Teachers will be decided by the Board in consultation with the appropriate Teacher representatives appointed by the Branch Affiliates.

C.3.10. Other matters relating to Leaves of Absence with Pay may be found in the Local Agreement.

C.4.0.- SPECIAL TRAINING ASSIGNMENTS

C.4.1. In addition to those Teachers permitted leave of absence with pay under C.3.0. and subject to mutually acceptable contractual arrangements, the Board may send Teachers on assignments as the needs of the Board dictate.

C.4.2. The criteria for selection shall be at the discretion of the Board.

C.4.3. A Teacher who accepts a special training assignment shall, before going to that assignment, execute an agreement with the Board to remain in the employ of the Board for such periods as stipulated below:

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

C.5.0.- SPECIAL LEAVE OF ABSENCE - FOUR OVER FIVE PLAN

C.5.1. A Permanent Teacher may be granted a special leave of absence without stated purpose on the following conditions:

- (a) the Teacher agrees to forego 20% of the Teacher's Total Salary for each year the agreement is in force but shall be paid 80% of the Teacher's Total Salary in each of the five years of the plan including the leave year,
- (b) for an agreement under C.5.1. entered into subsequent to September 1, 1991, the leave of absence shall take place in the fifth year of the five year agreement.
 - (i) notwithstanding C.5.1.(b) in special circumstances the Director may approve leave under C.5.2. which provides for a leave of absence to be taken in other than the fifth year of the five year agreement.
- (c) the Teacher must make written application to participate in the plan on or before March 15, and
- (d) the Teacher will be notified as soon as possible whether the Teacher has been accepted in the plan.

C.5.2. A Teacher who is granted such leave shall enter into an agreement with the Board on the terms and conditions set out in the form of agreement in Appendix C-4.

C.5.3. The Board, after consultation with the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, shall set quotas in regard to the maximum number of leaves in C.5.0. which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Teachers and the program needs of the Board.

C.5.4. A Thistletown Teacher who is a participant in the Deferred Salary Leave Plan as at August 31, 1983 may continue according to the terms of the plan as outlined in Section 8:12 of the 1982-83 Collective Agreement between the Provincial Schools Authority and the Federation of Provincial Schools Authority Teachers.

C.6.0.- LEAVES OF ABSENCE WITHOUT PAY

C.6.1. A leave of absence without pay for a period of one year or less may be granted by the Board to a Teacher under a permanent Contract on the recommendation of the Director in consultation with the appropriate Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, representatives. The Teacher may waive the requirement that the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation representatives be consulted.

C.6.2. A Teacher on leave of absence without pay shall, upon request, be provided with such information as will enable the Teacher to pay full premiums for employee benefits outlined in C.12.0. so as to ensure uninterrupted employee benefits for the period of the leave.

C.6.3. In leaves such as those for C.U.S.O. or C.I.D.A., the Board may grant leave for a period longer than one year.

C.6.4. Other matters related to Leaves of Absence without Pay may be found in the Local Agreement.

**C.7.0.- LEAVES OF ABSENCE FOR
FEDERATION BUSINESS**

C.7.1. A Teacher granted leave of absence under C.7.0. shall be entitled to the Total Salary and employee benefits to which the Teacher is entitled under this Agreement.

C.7.2. At the request of a Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, the Board will grant a leave of absence for federation business for up to one year to one representative of the Branch Affiliate, limited to two Teachers; but in the case of Toronto the two representatives may be from the same Branch Affiliate.

C.7.3. The Board and Branch Affiliate, or in the case of the Toronto Teachers' Federation, shall equally share the cost of the Total Salary and other benefits to which the Teacher is entitled during the period of the leave.

C.7.4. The arrangements for the leave of absence under C.7.2. and C.7.10. shall be settled prior to May 31 for the following school year, or as soon as possible thereafter.

620/2 C.7.5. At the request of the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, the Board shall excuse members of the Branch Affiliates' negotiating team from teaching duties. The Board will allow to each Branch Affiliate the equivalent of 20 school days for preparation for negotiations and negotiations. Should the Branch Affiliates require more than the 20 days mentioned above, the Board shall provide further leave and the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, shall indemnify the Board with respect to its actual costs, if any, incurred in replacing any Teacher excused for these purposes.

C.7.6. The Board shall reassign a Teacher who notified the Board in writing by April 15 of the Teacher's intention to return from a leave ending on August 31 to the school/department from which the Teacher went on leave but the Teacher's final placement shall be subject to the surplus procedures. A Teacher who does not so notify the Board shall be reassigned subject to the surplus procedures to a teaching position which may be elsewhere in the system.

635/3 C.7.7. The Board shall grant a leave of absence to a Teacher who holds an office requiring part or full-time duty at the Affiliate and/or Federation level, provided that the Affiliate and/or Federation reimburses the Board for the cost of the Teacher's Total Salary and other benefits. The period of the leave shall not exceed two years.

C.7.8. Members of the Branch Affiliates who are members of committees established under the Central Agreement or the Local Agreement, or such other committees as established by the Board, when meetings of these committees are convened during school hours by the Board, shall be excused from teaching duties.

632/3
C.7.9. At the request of the Branch Affiliate or in the case of Toronto, the Toronto Teachers' Federation, the Board may excuse additional members of the Branch Affiliate for federation business (except for negotiations and preparation for negotiations), provided that this does not interfere with the reasonable requirements of the school program, that occasional teachers are available for replacement and that the Branch Affiliate or in the case of Toronto, the Toronto Teachers' Federation, indemnify the Board with respect to the actual costs incurred in replacing any Teacher excused for these purposes.

C.7.10. For Toronto only, additional leave shall be granted to other officers of the Branch Affiliates or the Toronto Teachers' Federation, on a full or part-time basis, to a maximum of three Teachers to carry out Federation business provided that the Branch Affiliate or the Toronto Teachers' Federation reimburses the Board for the cost of the Teacher's Total Salary and Insured Employee Benefits.

(a) The minimum period of leave under C.7.10 shall be not less than either of the periods:

(i) September 1 through December 31 following; or

(ii) January 1 through June 30 following;
and shall not be more than one school year less one day.

**C.8.0.- LEAVES UNDER C.3.0., C.4.0.,
C.5.0. AND C.7.0.**

C.8.1. A Teacher granted leave under C.3.0., C.4.0., C.5.0. or C.7.0. shall be entitled to full credit for Teaching Experience for salary and seniority purposes for the duration of the leave and, upon return, shall be reinstated in a position which is at least equivalent to that held at the commencement of the leave.

C.9.0.- SICK LEAVE

C.9.1. The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the Sick Leave Credit and gratuity plan under this Agreement hereinafter referred to as the Plan.

C.9.2. The Director shall be responsible for keeping an account of accumulated Sick Leave Credits and deductions therefrom.

C.9.3. Sick Leave Credits shall be recorded in the Teacher's sick leave account, hereinafter referred to in this Plan as the Teacher's account, in such a way as to indicate whether they are for a full day's salary or a part day's salary as calculated in B.11.0.

C.9.4. The Teacher's Sick Leave Credits shall be accumulated in the Teacher's account from year to year.

C.9.5. There shall be placed in the Teacher's account at the date of the commencement of this Agreement the number of Sick Leave Credits equal to the unused Sick Leave Credits held by the Teacher to that date under the provisions of any plan or agreement of the Board existing immediately prior to commencement of this Agreement.

C.9.6. Where a person becomes a Teacher and that person is or was an employee of a board (as defined in the Education Act) or a Municipality or local board thereof (as defined in the Municipal Affairs Act) the Board shall, in accordance with the Education Act, place to the credit of the Teacher any sick leave credits standing to the credit of such person with such board, Municipality or local board, provided that the number of Credits so placed shall not exceed the number of Credits that would have been accumulated at the rate set out under this Agreement.

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C.9.7. On September 1 of each school year, there shall be placed in the Teacher's account where the Teacher is on a working year of ten months, 20 Sick Leave Credits and in the Teacher's account where the Teacher is on a working year of 12 months, 24 Sick Leave Credits.

- C.9.8. At the beginning of a Teacher's employment under Contract commencing after September 1 of the school year, there shall be placed in the Teacher's account the number of Sick Leave Credits equal to that fraction of the total number of Sick Leave Credits for that working year that the working time remaining in that working year bears to the total working time.
- C.9.9. A Teacher absent on leave of any kind, other than on sick leave under this plan, shall not be entitled to Sick Leave Credits during the leave period.
- C.9.10. A Teacher absent from duty for reasons other than personal illness or injury shall not accumulate Sick Leave Credits during such absence unless specially agreed upon.
- C.9.11. Where a Teacher ceases to be employed by the Board,
- (a) the number of Sick Leave Credits in the Teacher's account shall be reduced by two Sick Leave Credits for each month or part of a month remaining in the working year of such Teacher;
 - (b) if a Teacher receives a gratuity or other allowance calculated in relation to or on the basis of the Sick Leave Credits in the Teacher's account the Sick Leave Credits standing to the Teacher's credit shall be reduced by the number of days used in calculating the gratuity.
- C.9.12. In the event of re-employment of a Teacher, the Director shall reinstate the Sick Leave Credits standing to the credit of that Teacher on resignation unless such reinstatement is specifically prohibited by statute.
- C.9.13. A Teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and second time under this Agreement.
- C.9.14. A Teacher's absence for illness or injury for a period of:
- (a) five consecutive school days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department;
 - (b) over five consecutive school days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be exemption at the discretion of the Director;
 - (c) over 20 consecutive school days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under this Agreement.
- C.9.15. The Board will, when implementing C.9.14.(c), advise the Teacher in writing of any medical certificates required to ensure continuance of sick leave pay.
- C.9.16. As soon as possible, a Teacher who is absent from duty due to illness, injury or dental condition shall notify the Board of the date at which the Teacher plans to return to duty.
- C.9.17. Should the Teacher have obtained a certificate indicating that the Teacher is medically fit to resume duty, the Teacher shall so notify the Board.
- C.9.18. Should the Board require the Teacher to be examined by a medical practitioner or licentiate of dental surgery appointed by the Board prior to the Teacher's return to duty, the Board shall so notify the Teacher.
- C.9.19. Whenever possible, the Board shall arrange for any such examination(s) within two days of the day the Teacher notified the Board of the date the Teacher plans to return to duty.
- C.9.20. Should the Board be unable to arrange for any such examination(s) within the two days indicated above, and

- (a) should the Teacher have already obtained a medical certificate indicating he/she is fit to return to duty, and
- (b) should the medical practitioner or licentiate of dental surgery appointed by the Board subsequently certify that the Teacher is fit to return to duty, the Teacher shall not be deducted Sick Leave Credits beyond the end of the two days indicated above.

C.9.21. The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense provided that the Teacher may choose a medical practitioner or licentiate of dental surgery to be present at the examination. Upon request a Teacher shall be given a copy of the certificate submitted in accordance with the above.

C.9.22. Subject to the provisions of this Agreement respecting Workers' Compensation,

- (a) a Sick Leave Credit shall be deducted from the Teacher's account for each day of absence due to illness or a dental condition for which the Teacher's salary is paid, and no salary payments shall be made to the Teacher for absence due to illness or dental condition beyond the number of Sick Leave Credits in the Teacher's account except pursuant to the resolution of the Board, and
- (b) a Teacher who is absent from duty due to illness or dental condition shall be paid for each day of absence the Total Salary to which the Teacher would have been entitled to receive for that day to the extent of the Sick Leave Credits in the Teacher's account.

C.9.23. When a Teacher is absent by reason of incapacity because of an accident or other condition occurring while on duty and an award is made by the Workers' Compensation Board,

- 7/13 (a) the Teacher shall be entitled to payment of an amount equal to the difference between the Teacher's daily Total Salary and the amount of such award for a period up to 40 teaching days without deduction of Sick Leave Credits from the Teacher's account,
- (b) if the incapacity continues for a period beyond 40 teaching days, the Board will continue to pay the Teacher's Total Salary with deduction of Sick Leave Credits from the Teacher's account. There shall be no deduction of Sick Leave Credits from the Teacher's account for payments made by the Workers' Compensation Board but such absence from duty shall result in deduction of Sick Leave Credits calculated as follows:
 - (i) calculate the daily Total Salary of the injured Teacher and the daily award of the Workers' Compensation Board,
 - (ii) express the difference between the daily Total Salary and Workers' Compensation Board's daily award as a ratio (to five decimal points) of the daily Total Salary,
 - (iii) calculate the Sick Leave Credits to be deducted by multiplying the resulting ratio as calculated in
 - (ii) above by the number of days absent from work in excess of 40 and charge these days against the Sick Leave Credits in the Teacher's account. (Deductions to be made to the nearest one half day),
- (c) in the event that the injured Teacher exhausts the Sick Leave Credits in the Teacher's account the Board will continue to pay the Total Salary as in C.9.23.(b) for a period up to one year from the date of the Workers' Compensation Board award,
- (d) the injured Teacher shall not receive or accumulate Sick Leave Credits while absent from work and receiving benefits under the terms of this clause. In the event that the Teacher returns to work before the end of the school year, Sick Leave Credits will be allocated on a pro rata monthly basis from the date of return to work before the end of the school year (i.e. two Sick Leave Credits per month),

- (e) in the event that a Teacher is required to cease work because of the recurrence of the incapacity caused by the original injury or condition and benefits are again paid by the Workers' Compensation Board, the Board shall pay the Teacher for up to the balance of the one year granted in accordance with the procedure outlined above.

- C.9.24. A Teacher shall be deemed to be on Pregnancy Leave and not entitled to sick leave if she is absent because of pregnancy or post-delivery recovery. Nothing herein precludes a Teacher from receiving sick leave pay if absent because of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave or a combined Pregnancy and Parental Leave.
- C.9.25. The Board shall not terminate the Contract of a Teacher because the Teacher has exhausted the accumulated Sick Leave Credits and is absent due to illness or injury and is in receipt of Workers' Compensation benefits or long term disability insurance benefits provided under a long term disability plan provided by the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation. This Teacher shall be deemed to be on a leave of absence without pay after the expiration of the benefits noted in this Agreement.

C.10.0.- SICK LEAVE CREDIT GRATUITY

- C.10.1. A Sick Leave Credit gratuity shall be paid:

- (a) to a Teacher who retires on or after January 1, 1970 and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of a Board or Teacher's superannuation plan recognized by the Board whether or not the Teacher elects to receive such payment commencing on retirement or the Teacher elects to defer the commencement of such payment;
- (b) to a Teacher who becomes totally and permanently disabled from performing the duties of the Teacher's employment with the Board;
- (c) as a death benefit to a named beneficiary or to the estate of a Teacher who dies while in the employ of the Board.

- C.10.2. The Sick Leave Credit gratuity to be paid shall be equal to 2% of the Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Boards, less any monies which the Teacher received **as** a service gratuity plus accrued interest at 6% compounded semi-annually from the date of payment of the gratuity, provided that the amount of the Sick Leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's per diem rate multiplied by half the Sick Leave Credits accumulated in the Teacher's account and provided as well that the amount of such payment shall not exceed the statutory limit of one half year's earnings.

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- C.10.3. For the purpose of calculating the amount of Sick Leave Credit gratuity only Sick Leave Credits earned by the Teacher during employment with the Boards shall be taken into account; Sick Leave Credits accumulated outside the Metropolitan Toronto area will be used first in the case of illness but will not be used in the calculation of the gratuity.

C.11.0.- NORTH YORK AND TORONTO SERVICE GRATUITIES

- C.11.1. The service gratuity plans in force in North York and Toronto during the school year 1969-70 will remain in force for all Teachers who were under Contract with either of the above Boards for the school year 1969-70 and who have continued under Contract with such Board to the effective date of this Agreement.
 - (a) This Plan shall also remain in effect for any Teacher eligible under C.11.1. whose Contract is transferred to the Conseil during the term of this Agreement and in accordance with the Municipality of Metropolitan Toronto Act as amended by Bill 160.

C.12.0.- INSURED EMPLOYEE BENEFITS

C.12.1. Insured Health Care

(a) Extended Health Care Benefits

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

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

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

(b) Semi-Private Hospital Care Benefits

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

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

(c) Dental Health Care Plan

The Boards shall provide a Dental Health Care Plan for eligible Teachers that shall continue the level of benefits in effect during the 1994-95 school year. The benefits will be based upon the 1991 Ontario Dental Association Schedule of Fees for General Practitioners.

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

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

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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.

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- (ii) The Board shall pay ninety-four per cent of the premium cost of the Dental Health Care Plan for Teachers who elect upon completion of the necessary enrolment forms to participate in the plan.

- (iii) The Board shall provide the appropriate payroll deductions for the Teacher's share of the Dental Health Care Plan premium.

- (iv) Effective April 1, 1996:

the benefit level shall be amended to pay for a routine dental visit not more than once every nine months: and

benefits shall be based upon the 1994 Ontario Dental Association Schedule of Fees for General Practitioners.

C.12.2. Life Insurance

(a) **Group Life Insurance Plan**

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- (i) The Boards shall provide a Group Life Insurance Plan for Teachers with a maximum option of \$160,000 coverage.
- (ii) One hundred per cent of the premium cost of the first \$35,000 coverage shall be paid by the Board. One hundred per cent of the premium cost for a specific level of insurance over the basic \$35,000 coverage shall be paid by the Teacher.
- (iii) The Board shall provide the appropriate payroll deductions for the cost of the specific level of insurance over the basic \$35,000 coverage opted for by the Teacher.
- (iv) Options of \$35,000, \$40,000, \$60,000, \$80,000, \$100,000, \$120,000, \$140,000 and \$160,000 coverage shall be available to Teachers.
- (v) Effective September 1, 1996, additional options of \$180,000 and \$200,000 shall be made available to Teachers.

There shall be an enrolment period from the first school day of May, 1996, to the last school day of May, 1996, inclusive to allow Teachers to take advantage of the increased limits of coverage.

Subject to the actively at work provision in the Plan and to the Board having received a request (in the prescribed form) from the Teacher for increased coverage, a participating Teacher shall be allowed to move up one or two levels of coverage over the Teacher's present coverage without proof of insurability.

Changes in the amount of coverage shall come into effect on September 1, 1996, for Teachers who are actively at work. For Teachers who are not actively at work on the first school day in September 1996, changes in the amount of coverage shall come into effect on the day the Teacher returns to work.

Notwithstanding the above, coverage of a Teacher who dies between September 1, 1996, and the first school day in September 1996, who is actively at work during the enrolment period and for whom the Board has received a valid request for increased coverage, shall be deemed to be upgraded as requested.

(b) **Joint Management Committee**

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- (i) **A** Joint Management Committee shall be responsible for operating the Group Life Insurance Plan. The Committee shall be chaired by a person appointed by the School Board. Such chairperson shall be non-voting.
- (ii) The elementary Branch Affiliates of each Board or in the case of Toronto, the Toronto Teachers' Federation, shall jointly appoint one representative to the Joint Management Committee for a two year period and the names of such representatives shall be forwarded to the chairperson of the Joint Management Committee no later than November 1. Four of these representatives shall be non-voting observers.

- (iii) The composition of the Joint Management Committee shall be such that the number of voting elementary Branch Affiliate representatives shall comprise at least 50% of the number of voting Board representatives.

C.12.3. Change of Carrier

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

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

- C.12.4. In the event that the Branch Affiliates or in the case of Toronto, the Toronto Teachers' Federation, arrange an additional insured benefit, the Board shall provide the appropriate payroll deduction of the Teacher's premiums.

C.12.5. Unemployment Insurance Commission Rebate

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

C.12.6. Part-time Teachers

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

The portion of premium cost for insured employee benefits to be paid by the Board for a Part-time Teacher shall be determined as follows:

<u>part-time salary</u>	X	Board share of
full-time salary		premium cost
		for a full-time
		Teacher's insured
		employee benefits

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

C.12.7. Provision for Retired Teachers

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

C.12.8. Provision for the Spouse of a Deceased Teacher

If approved by the insurance underwriters and if there is no increased cost to the Boards, the spouse of a deceased Teacher may retain membership in any of the Group Benefit Plans to which the Teacher belonged at the time of death. The spouse may retain membership until such time as the deceased would have attained the age of 65 or the

spouse remarries, whichever occurs first. The spouse of the deceased Teacher shall pay the full premium cost to maintain participation under the group contracts.

C.13.0.- PREPARATION TIME

- C.13.1. Every classroom Teacher shall be entitled to 300 minutes of preparation time per 10 day cycle free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period). Such preparation time shall be during the students' instructional day.
- C.13.2. A classroom Teacher is any Teacher who teaches students and may include a Part-time Teacher, an itinerant Teacher, a librarian, a specialist or a principal or vice-principal.
- C.13.3. Where a classroom Teacher does not have full-time instructional duties such time shall be prorated accordingly.
- C.13.4. Preparation time shall be scheduled in blocks of not less than 20 consecutive minutes.
- C.13.5. Preparation time is defined as time used for preparation and planning or student evaluation or other such duties as may be permitted during such time by Board policy.
- C.13.6. Preparation time may be rescheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the principal. In such cases the Teacher shall be entitled to have such time made up as soon as administratively possible.
- C.13.7. The provisions in the 1985-86 local agreements that pertained to preparation time shall continue to apply during the term of this Agreement.

PREGNANCY AND PARENTAL LEAVE

Excerpt from the Employment Standards Act, R.S.O. 1980, c.137, as amended by 1990, Chapter 26.

Definitions

35. In this **Part**,

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

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

"pregnancy leave" means a leave of absence under subsection 36(1).

Pregnancy Leave

36. (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the employer,
- (a) at least two weeks written notice of the date the leave is to begin; and
 - (b) a certificate from a legally qualified medical practitioner stating the expected birth date.
37. (1) Subsection 36(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
 - (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth.

Parental Leave

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

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day.
- 38a. (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child; or
 - (b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin.
- 38b. (1) Subsection 38a(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working.
- 38c. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.
- 38d. (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
 - (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end.

Rights During Leave

- 38e. (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

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

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

Reinstatement

- 38f. (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

No Discipline, etc. because of leave

- 38g. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on **an** employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave.

Employment standards officer may make order

39. Where an employer fails to comply with the provisions of this Part, **an** employment standards officer may order what action, if any, the employer shall take or what he shall refrain from doing in order to constitute compliance with this **Part** and may order what compensation shall be paid by the employer to the Director in trust for the employee.

**SUPPLEMENTAL UNEMPLOYMENT BENEFITS
(SUB) PLAN**

1. The object of this SUB Plan is to supplement the unemployment insurance (U.I.) benefits received by Teachers from Human Resources Development Canada for temporary unemployment caused by Pregnancy Leave or Parental Leave for the purposes of adoption.
2. Only Teachers as defined in accordance with A.3.1.(n) and (o) of the Agreement to which Appendix C is appended are covered by this Plan.
3. The other requirements for receipt of a SUB are:
 - (a) the Teacher must apply for and be in receipt of U.I. pregnancy or adoption benefits from the Human Resources Development Canada;
 - (b) an application for SUB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide proof that the Teacher is in receipt of U.I. benefits indicating the weekly amount to be paid by the Human Resources Development Canada;
 - (c) the Teacher shall sign an agreement with the Board indicating:
 - (i) that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Parental Leave for the purposes of adoption (and any subsequent additional leave granted by the Board under this Agreement); and
 - (ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SUB Plan.
4. A Teacher must have applied for and be in receipt of U.I. benefits before a SUB becomes payable.
5. A Teacher who is not in receipt of U.I. benefits shall not be eligible for a SUB, except if the reason for non-receipt is that the Teacher is serving the two-week waiting period. A SUB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of U.I. benefits.
6. A Teacher shall not have the right to a SUB payment except for supplementation of U.I. benefits for the unemployment period as specified by this Plan.
7. The benefit levels paid under this Plan are set out in (8) and (9) below. It is understood that consistent with current unemployment insurance regulations:
 - (a) in any week, the total amount of the SUB, U.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings, and
 - (b) any payments in respect of annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under this Plan.
8. For the two week waiting period before U.I. benefits commence the benefit level paid under this plan will continue to be set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by the Human Resources Development Canada.
9. For up to 15 weeks following the two week waiting period under (8) above the benefit level paid under this plan shall be \$75 per week providing the Teacher remains in receipt of UI benefits as set out under (5) above.

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10. This SUB Plan, made in accordance with current employment insurance regulations, shall continue until August 31, 1996, subject to changes which may be required should the regulations be amended.

**SPECIMEN AGREEMENT
RE LEAVE OF ABSENCE WITH PAY**

THIS AGREEMENT made in duplicate this day of A.D. 19 .

BETWEEN:

THE BOARD
(hereinafter called the "Board")

OF THE FIRST PART

- and -

of the in The Municipality of
Metropolitan Toronto
(hereinafter called the "Teacher")

OF THE SECOND PART

WHEREAS the Board has agreed on the terms hereinafter set out in accordance with the terms of the Agreement between the Teacher's Branch Affiliate and the Board to grant leave to the Teacher from the day of , 19 , to the day of , 19 , and to pay 80% of the Teacher's Total Salary for the purpose of

AND WHEREAS the Teacher has agreed to return to the employ of the Board immediately following such leave and to remain in the employ of the Board until the end of a period of two years next following the return of the Teacher from leave (or equivalent if the Teacher so requests and the Board is able to accommodate such request), and, on failure to do so, to repay to the Board such sums as were paid by the Board to or on behalf of the Teacher with respect to such leave.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants herein contained the parties hereto agree as follows:

1. The Board hereby grants leave of absence to the Teacher for the purpose of for the period commencing on the day of , 19 , and ending on the day of , 19 .
 - (a) The Board agrees to pay to the Teacher 80% of the Total Salary to which the Teacher would be entitled during the period of leave if such Teacher were not absent from duty on leave. Such percentage shall be paid as follows:

(Here set out the total amount to be paid and the number and amount of the payments.)
 - (b) The Board agrees to pay tuition fees for the purpose agreed upon granting the leave, the amount not to exceed an aggregate maximum of \$1,000 per annum with receipts to be submitted to the Director. Such fees to be paid as follows:
3. The Teacher agrees to resume employment with the Board for the equivalent of a period equal to twice the length of the leave immediately following the termination of the period of leave (or equivalent if the Teacher so requests and the Board is able to accommodate such request) in accordance with the salary rates and working conditions then prevailing.
4. The Teacher agrees to repay money paid by the Board in respect of the leave if the Teacher does not remain in the employ of the Board for the full period as agreed;

- (a) the repayment shall be made if the employment is terminated by the Teacher or, if for cause, by the Board; and
- (b) the amount of the repayment shall be the fraction of the whole amount that the length of unfulfilled employment is of the length of the agreed period.

5. In the event that during the period from the Teacher's return from leave on the day of , 19 , until the day of , 19 ,

- (a) the Board should terminate the Teacher's employment with the Board for cause; or
- (b) the employment with the Board is terminated by the Teacher;

the Teacher hereby covenants and agrees to repay to the Board that portion of the money paid by the Board with respect to such leave that the length of time that the Teacher fails to remain in the employment of the Board following the return from leave bears to the total time that the Teacher has agreed to remain with the Board under the terms of this Agreement.

6. In the event that the Teacher fails to carry out the purpose for which leave is granted, the Teacher shall pay to the Board any monies paid by the Board in respect to the remainder of the leave following the date when the Teacher ceased to carry out the purpose of the leave and the Board shall not make any payments to the Teacher in respect of the remainder of the leave.

IN WITNESS WHEREOF the Board has hereunto affixed its corporate seal duly attested by the hand of its proper officers in that behalf and the Teacher has hereunto set the Teacher's hand and seal.

SIGNED, SEALED
AND DELIVERED
in the presence of:

**THE BOARD OF EDUCATION
FOR THE**

Chairman
Director of Education

Teacher

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

THIS AGREEMENT made in duplicate this day of , 19 .

B E T W E E N :

(hereinafter referred to as the "Board")

- and -

(hereinafter referred to as the "Teacher")

Pursuant to the terms of the collective agreement between the Board and the Branch Affiliates dated the day of , 19 , in consideration of the mutual covenants and agreements herein contained, the Board and the Teacher respectively covenant and agree as follows:

1. During the five (5) years commencing September 1, 19 and ending August 31, 19 ,
 - (a) the Teacher will work for the Board for four (4) school years (hereinafter referred to as the "work period") at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled but the Board shall pay one hundred per cent (100%) of the cost of the Board's share of the Teacher's insured employee benefits and
 - (b) the Teacher shall have a leave of absence of one (1) school year (hereinafter referred to as the "leave period") with pay at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence and one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.
2. The leave period shall commence September 1, 19 and end August 31, 19 subject to the provisions for termination of this agreement or extension of this agreement and other terms herein.
3. In each of the four (4) years of the work period that the Teacher works for the Board, the Board agrees to pay
 - (a) to the Teacher eighty per cent (80%) of the salary to which but for this agreement the Teacher would otherwise be entitled, and
 - (b) one hundred per cent (100%) of the Board's share of the cost of the Teacher's insured employee benefits.
4. In the one year of the leave period, the Board will pay
 - (a) to the Teacher eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence, and
 - (b) one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.
5. In consideration of salary and the share of insured employee benefits which will be paid by the Board during the leave period, as set out in paragraph 4 above, the Teacher agrees to the reduced salary which will be paid by the Board during the work period, as set out in paragraph 3 above.
6. Payments to the Teacher during the leave period shall become due and be paid on the Board's regular payroll dates.
7. The Board shall make

- (a) The appropriate payroll deductions from the eighty per cent (80%) payable to the Teacher for the balance of the cost of the insured employee benefits, and shall make deductions for income tax purposes and other purposes as are required by law, and
 - (b) Other deductions consistent with those made for other Teachers who are not on leave if requested to do so by the Teacher.
8. The leave period may be postponed for one year only, by the Board on notice in writing to the Teacher given prior to January 1 of the year in which the leave is to commence but only if the Teacher is indispensable to the program needs of the Board during the leave period set out under this agreement. If the leave period is postponed from the fifth school year to a sixth year, payment of salary and employee benefits in the fifth year shall be made on the same basis as if the Teacher were on the leave of absence but, in the sixth year where the Teacher is on the leave of absence, the Board shall pay
 - (a) to the Teacher one hundred per cent (100%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence, and
 - (b) one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.
9. If the Teacher dies during the term of this agreement before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Teacher's estate.
10. If the Teacher dies during the term of this agreement after having commenced or completed the leave period the Board shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Board to the Teacher's estate. Should the actual monies paid during leave period exceed the actual monies withheld during the work period the Teacher's estate shall not be liable to pay this difference to the Board.
11. If, as a result of accident, injury or illness, the Teacher becomes permanently disabled during the term of this agreement and, in the opinion of the Board's doctor(s), is no longer medically fit to carry out the Teacher's duties, this agreement will be terminated forthwith and the Board shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period the Board shall pay this difference to the Teacher. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, the Teacher shall not be required to repay this difference to the Board.
12. If, for reasons other than those specified in paragraphs 9, 10 and 11 above, the Teacher does not fulfill the Teacher's obligation with respect to the work period, after having commenced or completed the leave period, the Teacher shall pay to the Board twenty per cent (20%) of the Total Salary to which but for this agreement the Teacher would otherwise have been entitled in each of the years or part thereof of the work period the Teacher does not work for the Board.
13. In the event a Teacher is granted a leave without pay during the term of this agreement, the period of this agreement shall be extended by the length of the term of the leave without pay.
14. No interest shall be payable by the Board or by the Teacher on any monies payable by either of them under this agreement.
15. The period of the leave of absence under this agreement shall not interrupt the continuity of the Teacher's service with the Board and shall constitute Teaching Experience for salary and seniority purposes.
16. This agreement may be terminated at any time by the mutual consent of the Teacher and the Board.

17. This agreement may be terminated by the Teacher by giving notice in writing to the Board prior to January 1 of the year in which the leave period is to commence.
18. Should the Teacher retire, resign or accept a position with the Board but outside the Branch Affiliate, this agreement shall terminate forthwith.
19. Should the Board terminate the contract of the Teacher this agreement shall terminate at the same time.
20. With respect to paragraphs 16, 17, 18 and 19 above, any monies payable to either party shall be determined as set out in paragraph 12.
21. This agreement shall not be construed as a guarantee of employment for the term of this agreement.

IN WITNESS WHEREOF the Board has caused to be affixed hereto its seal attested to by the hands of its proper officials duly authorized in that behalf and the Teacher has executed this agreement this day of , 19 .

THE BOARD OF EDUCATION FOR THE

Chairperson

Director of Education

Teacher

PART D - STAFFING

D.1.0.- STAFFING PROCEDURES

D.1.1. Where staffing procedures have been set out in the Local Agreement these shall not require a Board to employ Teachers in addition to the number the Board is to employ under D.2.1.

D.2.0.- STAFFING LEVELS

D.2.1. The number of Teachers that the Boards must employ under the terms of this Agreement shall not be less than that determined by the formulae set out in D.3.0.

- (a) Effective as early as September, 1995, and in any event not later than September 1, 1996, this number shall, pursuant to the Sub-sectoral Framework Agreement for Teachers as implemented by the parties, be reduced by 460 (i.e., 4.75% of the number of Formula Staff in place September 30, 1993).
- (b) In order to offset the cost of increment restoration over the period September 1, 1996 to August 31, 2005, and other costs associated with the implementation of this agreement, the following measures shall be implemented:
 - (i) Commencing September 1, 1996, the number determined in accordance with D.2.1. (a) shall be reduced by a further 266. The total reduction shall be 726 (i.e., 460 + 266).
 - (ii) Commencing September 1, 1995 the Boards' Committee (established under s.144 of the Municipality of Metropolitan Toronto Act) may, notwithstanding clauses D.2.1. (a) and D.2.1. (b) (i), determine that the number to be employed may be less than that provided under clauses D.2.1., D.2.1. (a) and D.2.1. (b) (i) provided that such lesser number does not fall below the number otherwise required to be employed by more than the number of Teacher Years remaining for 'accelerated attrition'.
 - (iii) The 'accelerated attrition' referred to in D.2.1.(b)(ii) shall be established effective September 1, 1995, as 80 Teacher Years and shall remain in effect for the school years 1995-96 and 1996-97. For each Teacher Year that the Boards utilize to employ fewer teachers, as provided in D.2.1.(b)(ii), such 'accelerated attrition' shall be reduced by one. Notwithstanding the reference to 1996-97, when the 'accelerated attrition' has been reduced to zero, the Boards' right to employ less than the number determined under clauses D.2.1, D.2.1. (a) and D.2.1. (b) (i) is terminated.
 - (iv) A "Teacher Year" for the purposes of clauses D.2.1. (b) (ii) and D.2.1. (b) (iii) means one full-time equivalent Teacher employed for one school year.

D.2.2. Teachers on any kind of absence shall not be included for the purpose of determining the number of Teachers a Board is required to employ. If the Board replaces a Teacher on a leave of absence with another Teacher or occasional teacher, such teacher shall be counted in the number of Teachers under D.2.1.

D.2.3. In the application of the formulae in D.3.0., the use of the word "enrolment" shall refer to enrolment data reported to the School Board by a Board for the last school day in September of the staffing year unless otherwise qualified or designated in this Agreement.

D.2.4. The formulae used to calculate the number of Teachers are not prescriptive of the use which a Board may make of such Teachers. The Board may use its allocated staff as it sees fit in order to satisfy its own educational needs.

D.2.5. The number of Teachers employed under D.2.1. shall not include consultants, co-ordinators, assistant co-ordinators or Teachers centrally employed who do not provide services directly to students on a regular basis, and any other classifications or positions heretofore not included.

- D.2.6. A Board may employ, in addition to the number of Teachers determined under D.2.1., additional Teachers in job classifications or positions referred to in D.2.5. to the extent that funds are designated in the estimates of the Board for this purpose and approved by the School Board.
- D.2.7. The number of Teachers allocated to a Board for metro-wide special education programs shall be determined by the School Board and reported to the Boards and Branch Affiliates.
- D.2.8. A Board shall make every reasonable effort to employ 100% of its staff allocation based on September actual enrolments by September 30 or as soon after this date as feasible.
- D.2.9. Members of branch affiliates, other than the Branch Affiliates that are parties to this Agreement, who are employed by a Board in junior high schools on the basis of the enrolment of pupils used in the determination of the total number of Teachers under D.2.1. shall be counted as Teachers for purposes of this determination.
- D.2.10. The total number of teachers allocated to a Board as determined by student enrolment in junior high schools shall not be less than the sum of:
 - (a) the staff allocated to junior high schools determined by the application of the general formula under D.3.0. of this Agreement for grades 7 and 8 enrolments; and
 - (b) the staff allocated to junior high schools determined by the application of the junior high school formula as set out in the secondary teachers' agreement for grade 9 enrolment.

D.3.0.- STAFF ALLOCATION FORMULA

Classroom Staff

D.3.1. Classroom staff shall be the total of the following:

<u>Grade Level Classification</u>	<u>Staffing Rate per 1,000 Enrolment</u>
Jr. Kindergarten	50.0
Sr. Kindergarten	42.3
Grades 1-3	47.1
Grades 4-6	42.1
Grades 7-8	42.5

and shall be based upon the classroom enrolment which shall be determined as follows:

- (a) The classroom enrolment for junior and senior kindergarten shall equal the F.T.E., junior and senior kindergarten enrolments respectively for September of the staffing year.
- (b) The F.T.E. Enrolments for September of the staffing year for grades 1 to 3 summed, grades 4 to 6 summed and for grades 7 and 8 summed shall be reduced pro-rata by the total calculated special education enrolment as determined in clause D.3.7.(a)(iii) to give the classroom enrolment for each of the three grade level classifications.

Other School Staff

D.3.2. Other school staff shall be:

1.25 staff per education unit; plus

- 3.20 staff per 1,000 junior enrolment; **plus**
- 5.30 staff per 1,000 intermediate enrolment

and shall be based upon the F.T.E. Enrolment and the number of education units as reported to the School Board by a Board for September of the staffing year.

- (a) The number of schools of each classification in the Board shall be multiplied by the following factors:

<u>School Type Classification</u>	<u>Factor</u>
J.K. to Grade 6	1.00
Senior or Middle	1.00
J.K. to Grade 8	1.10
Composite Elementary	1.50
Junior High School	0.67

- (b) The sum of the factored schools from D.3.2.(a) shall be the number of education units for the purpose of allocating other school staff.
- (c) The sum of F.T.E. Enrolments for September of the staffing year for all grades below the level of grade 7 shall be the junior enrolment for the purposes of allocating other school staff.
- (d) The sum of F.T.E. Enrolments for September of the staffing year for all grades above the level of grade 6 shall be the intermediate enrolment for the purposes of allocating other school staff.

Inner-city Sub-Formula

D.3.3. The inner-city enrolment for a Board shall be the result of multiplying the greater of the Total Enrolment for September for the year previous to the staffing year or the Total Enrolment for September of the staffing year by the Inner-City Percentage of the Board for the staffing year and rounding to the nearest whole number.

- (a) The staff allocated by the inner-city sub-formula shall be 4.4 staff per 1000 inner-city enrolment.

Local Program Sub-Formula

D.3.4. The staff allocated by the local program sub-formula shall be 9.0 staff plus 1.80 staff per 1,000 F.T.E. Enrolment for the September previous, or for September of the staffing year, whichever is greater.

French Sub-Formula

D.3.5. The "French enrolment" of a Board shall be the number of students receiving French language instructional time of at least 150 minutes per day of instruction in the French language as reported by the Board for September of the year previous to the staffing year.

- (a) The French program staff shall be 3.8 staff per 1,000 French enrolment.

English-as-a-SecondLanguage/Dialect Sub-Formula

D.3.6. The staff allocated for English-as-a-SecondLanguage/Dialect (E.S.L./D.) purposes shall be determined by the application of the formula set out under D.3.6.(a) through D.3.6.(c) below.

- (a) Each immigrant student registering in an elementary school or Grade 7 or 8 of a junior high school within 24 months of entering Canada shall be given a statistical weighting according to the time elapsed since the student originally registered with the Board, as follows:

<u>Chronological Time of Registration</u>	<u>Factor</u>
September of current school year	0.600
September through June of previous school year	0.400
September through June of second previous school year	0.200
September through June of third previous school year	0.100

- (b) The Total Enrolment of the Board shall be multiplied by the percentage (calculated to two decimal places) of the population within the Board, where the household language is neither English nor French (as reported in the latest Canadian Census for Metropolitan Toronto), multiplied by 0.018 to determine the household language factor registrations.
- (c) The total of the weighted registrations as determined in D.3.6.(a) and the household language factor registrations in D.3.6.(b) shall be multiplied by 34.5 per 1000 total registrations to obtain the number of E.S.L./D. Teachers generated under D.3.6.
- (d) D.3.6.(a) through D.3.6.(c) shall also apply to le Conseil.

Special Education Sub-Formula

D.3.7. The special education sub-formula shall be based upon calculated special education enrolment as calculated in D.3.7.(a). This enrolment shall be based only upon the sum of F.T.E. Enrolments for grades 1 to 8 inclusive.

- (a) The calculated special education enrolments for a Board shall be determined as follows:
- (i) an inner-city based incidence rate shall be generated by multiplying the average inner-city incidence rate as set out in column 1 of D.3.7.(c) by the Inner-City Percentage of the Board and dividing by the weighted average Inner-City Percentage of the Boards and the result rounded to the nearest two decimal places;
 - (ii) the inner-city based rate determined in D.3.7.(a)(i) shall be added to the overall incidence rate as set out in column 2 of D.3.7.(c) to determine the total special education incidence rate for the Board;
 - (iii) the incidence rate as determined in D.3.7.(a)(ii) shall be multiplied by the greater of the F.T.E. Enrolments (grades 1 to 8 inclusive) for September of the staffing year, or for the September previous to the staffing year, or the September previous to that, and this result divided by the constant 1,000 and rounded to the nearest whole number to produce the calculated special education enrolment.
- (b) The calculated special education enrolment as determined in D.3.7.(a) shall be multiplied by the staffing rate as set out in column 3 of D.3.7.(c) and divided by the constant 1,000 to determine the special education sub-formula staff allocation.

(1)	(2)	(3)
Incidence Rates <u>per 1,000</u>		Staffing Rate per <u>1,000</u>
Inner <u>City</u>	Overall <u>Rate</u>	Calculated Spec. Ed. <u>Enrolment</u>
9.5	46.5	143.20

D.4.0.- PROVISION OF DATA

- D.4.1. The School Board shall provide to the Branch Affiliates enrolment data and formula staffing data based upon actual enrolment data for September 30 of the staffing year as soon as feasible after that date.
- D.4.2. The School Board shall forward to the Branch Affiliates by October 20 a preliminary report on the calculation of the staffing levels based on September actual enrolments.
- D.4.3. The School Board shall forward to the Branch Affiliates by December 15 a final report on the final calculation of the staffing levels based on September actual enrolments together with a report of the actual staff employed as of the last school day of September, October and November.
- D.4.4. The Boards shall continue to use the enrolment and staffing data projected in March to determine projected staffing levels for September next. However the School Board will, upon reasonable notice, provide to the Branch Affiliates projected enrolment and formula staffing data for September of the next staffing year as soon as feasible after receipt of the request for such information.
- D.4.5. A Board will as of December 15, if requested, and upon receipt of reasonable prior notice, provide the Branch Affiliates for that Board with information concerning the deployment of formula staff within the Board.
- D.4.6. Each Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, will designate a member who shall receive enrolment data and projections as referred to in this section.

D.5.0.- STAFFING LEVELS FOR THE YEAR FOLLOWING TERMINATION OF THIS AGREEMENT

- D.5.1. The number of Teachers to be employed by a Board for the school year commencing September 1, 1996 shall be determined as set out in D.2.0.

PART E - DECLINING ENROLMENT PROVISIONS

E.1.0.- SURPLUS PROCEDURE

E.1.1. A Permanent Teacher who has been declared surplus and whose Contract has been terminated pursuant to the Surplus Procedures in the Local Agreement, shall:

- (a) elect to defer the date of termination of the Teacher's Contract as per E.1.3. or E.1.6., or
- (b) elect to receive severance pay in accordance with the following:

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

Amount = $\frac{3+n}{40}$ Total Salary for the
last complete year of
teaching under Contract

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

The maximum payment shall be 32.5% of the Teacher's Total Salary for the Teacher's last complete year of teaching under Contract.

The Board shall forward the severance pay to the Teacher within one month following the effective date of the termination.

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

- E.1.2. If the Board terminates the Contract of a Teacher because the Teacher is surplus, the Board shall provide the Teacher with a letter to this effect.
- E.1.3. A Permanent Teacher whose Contract has been terminated for reasons of being surplus on or before May 31 effective August 31 and who has not been offered a teaching position for which the Teacher is qualified with the Board or another board of education or school board in Ontario shall have the termination of the Contract deferred if, on or before August 31, the Teacher elects in writing to defer such termination until December 31.
- E.1.4. During the period September 1 to December 31 of that year a Permanent Teacher who has elected to defer termination to December 31 shall be assigned to teaching duties with the Board for which the Teacher has appropriate qualifications and experience and may be placed by the Board in a pool of Teachers for assignment from time to time in schools in other boards of education in Metropolitan Toronto.
- E.1.5. A Permanent Teacher who has elected to defer termination shall be offered, in order of seniority, prior to December 31 of that school year any position with the Board which becomes available provided that the Teacher has the qualifications for the position.
- E.1.6. A Permanent Teacher whose Contract has been terminated for reasons of being surplus on or before November 30 effective December 31 shall have the termination of the Contract rescinded if on or before December 31, the Teacher elects in writing to defer such termination until the beginning of the March winter break and submits at the same time a resignation in writing effective the beginning of the March winter break.

- E.1.7. During the period December 31 to the beginning of the March winter break of the following year, a Permanent Teacher who has elected to defer termination to the beginning of the March winter break shall be assigned to teaching duties with the Board for which the Teacher has appropriate qualifications and experience and may be placed by the Board in a pool of Teachers for assignment from time to time in schools in other boards of education in Metropolitan Toronto.
- E.1.8. When a Permanent Part-time Teacher is assigned to the staff under E.1.4. to E.1.7., the assignment to teach shall be equivalent to the Teacher's previous part-time assignment.
- E.1.9. The following provision shall apply only to the North York Board, Scarborough Board, the School Board and the York Board:
- The provisions of E.1.1. to E.1.8. shall not apply to Teachers hired to teach for a specified time period on the expressed written understanding that the Teacher will not, after the completion of such time period, be employed by the Board.
- E.1.10. In accordance with E.3.1. new teachers shall not be hired by the Board to fill a vacant position in any subject or area of instruction, whether full-time or part-time within a school until Teachers who have been declared surplus and who have not received severance pay and who met the qualifications required for the position, have been placed in or have been offered and refused the position.
- E.1.11. The termination of a Teacher's Contract or a Teacher's election and resignation under E.1.3. and E.1.6. do not prejudice a Teacher's right to grieve in regard to non-compliance with the surplus procedures.
- E.1.12. Other matters relating to surplus procedures may be found in the Local Agreement.

E.2.0.- PART-TIME TEACHER PROVISION

- E.2.1. A full-time Teacher who, prior to March 1 (or a later date if set out in the Local Agreement) requests to teach part-time commencing the following school year either for a specified period of one or two school years or without any period being specified shall be granted the request to teach part-time provided:
- (a) there are full-time Teachers who are projected to be surplus in any of the Boards after May 15 based on March 15 enrolment projections, and
 - (b) the number of full-time equivalent teaching positions to be filled by Part-time Teachers will not exceed 4% of the staff allocated to the Board under D.3.0. and
 - (c) in the opinion of the Director the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.
- E.2.2. At the discretion of the Director the number of positions in the Board filled by Part-time Teachers may exceed 4% of the full-time equivalent positions.
- 7/6* E.2.3. When the total full-time equivalent number of part-time teaching positions is less than the number of full-time equivalent requests, then seniority with the Board shall determine which Teachers shall be granted part-time teaching positions.
- E.2.4. A Teacher who requests and is granted an assignment as a Part-time Teacher for a specified period will return to full-time teaching at the end of the period subject to the surplus procedures.
- E.2.5. Notwithstanding E.2.4., a Teacher may apply for an extension of the Teacher's part-time assignment and such extension shall be subject to the approval of the Director. Such application shall be made prior to March 1.

E.2.6. For purposes of calculating the Sick Leave Credit gratuity (under C.10.0.), of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 pursuant to E.2.0. or the Declining Enrolment provisions in a previous collective agreement,

- (a) the "final Total Salary of the Teacher" shall be the full-time annual rate of the earnings of the Teacher, and
- (b) the maximum amount payable shall not exceed one half the full-time annual rate.

E.3.0.- RECALL PROCEDURES

29/12
••/D
E.3.1. Subject to the provisions of E.1.0., a surplus permanent or probationary teacher whose Contract has been terminated effective August 31 or December 31 and has not taken severance pay and who wishes to be recalled to fill a teaching position that becomes available in the Board shall apply in writing giving the teacher's name, current address and phone number. For a period of 12 months from the date of the termination of the Contract the teacher shall be subject to recall in order of seniority as positions become available, provided that the teacher has suitable qualifications for the teaching position available. The period of 12 months shall commence on the initial date of termination and not the deferred date of termination if the Teacher elects deferral under E.1.3. or E.1.6.

- (a) In the event that the Board is unable to contact the teacher who has applied, it shall so notify that teacher by letter sent by registered mail to the teacher's last known address and if the Board does not receive a reply within seven days from the date of mailing, it shall offer the position to the next most senior qualified teacher.
- (b) After the Board has notified the teacher by registered mail a total of two times and received no reply as outlined in E.3.1.(a) above, the Board shall have fulfilled its obligations to the teacher under this Agreement.

E.3.2. A teacher who refuses a recall as prescribed in E.3.1. shall no longer be entitled to recall.

E.3.3. A Teacher who has been recalled to a position with the Board under Contract commencing on or before October 31 next following an August 31 termination shall be credited with Teaching Experience from September 1 of that year.

E.3.4. Notwithstanding E.3.3., in the case of Etobicoke a Teacher who is recalled within the period specified in E.3.1. shall for seniority purposes only be given credit for the Teacher's immediately preceding period of continuous service with the Board.

E.4.0.- RETRAINING

E.4.1. The conditions for retraining Teachers during a period of declining enrolment are:

- (a) If, by April 15, the Board anticipates identifying Surplus Teachers under the Local Agreement, and
- (b) If, by that date, the Board anticipates that it may need to hire teachers in order to staff its programs, then
- (c) Board may, at its discretion and in consultation with the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, request Teachers who have demonstrated a high level of competence in the position(s) for which they are currently qualified to undertake retraining to meet the needs anticipated in (b) above subject to the conditions set out below, providing that, in the opinion of the Board, these Teachers will be able to continue to demonstrate a high level of competence in any position(s) for which they may be retrained.

E.4.2. If the Teacher agrees to undertake such retraining,

- (a) Tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and

- (b) If such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a leave under the conditions of C.4.0.
- (c) Subject to the provisions of E.4.0., the Teacher shall comply with the conditions otherwise required of a Teacher granted leave with pay under C.4.0.
- (d) Upon return to work the Teacher shall undertake any assignment for which the Teacher is qualified.

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

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

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

E.5.0.- LEAVES OF ABSENCE WITHOUT PAY

63N/3 E.5.1. A Teacher who has been in the employ of the Board for a period of seven consecutive years or more shall be granted leave of absence without pay upon request provided that the commencement and the end of such leave coincide with the commencement and end of a school term or terms.

PART F - CONTINUING EDUCATION TEACHERS

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

F.1.0.- GRIEVANCE AND ARBITRATION PROCEDURE

F.1.1. This Grievance and Arbitration Procedure is deemed to be part of the Collective Agreements between the parties pursuant to section 143 and section 149 of the Municipality of Metropolitan Toronto Act, and

(a) in the case of Toronto, the Toronto Teachers' Federation shall act as the agent of the Branch Affiliate(s)

F.1.2. Within the terms of Part F a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Part, including any question as to whether a matter is arbitrable.

F.1.3. Notice of Grievance by the Grievor and Branch Affiliate

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

(b) A Board or Branch Affiliate may initiate a policy or group grievance by giving notice to the other party within 55 days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.

(c) The representatives of the Board and Branch Affiliate shall meet within 10 days of receipt of the notice under F.1.3.(a) or F.1.3.(b) above and shall attempt to settle the grievance.

(d) Any settlement of a grievance prior to arbitration shall be without prejudice or precedent to any other Board or Branch Affiliate.

F.1.4. Notice of Intent to Proceed to Arbitration

(a) If the grievance is not settled within 10 days of the meeting, the Branch Affiliate or Board may inform the other party in writing within a further 10 days that it is proceeding to arbitration, giving a copy of such notice to each of the other Boards and Branch Affiliates for grievances involving section(s) in Part F which are part of the Collective Agreement between all the parties pursuant to section 143 of the Municipality of Metropolitan Toronto Act.

(b) The notice in F.1.4.(a) shall specify whether the Branch Affiliate or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or Branch Affiliate not wishing a single arbitrator shall so advise the originating party within 10 days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five days of being advised of the appointee of the other party.

(c) The two appointees or, in the case of a single arbitrator, representatives of the Board and Branch Affiliate shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 days of the notice in F.1.4.(a) being received, the appointment shall be made by the Education Relations Commission upon the request of either party.

- (d) The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- (e) The single arbitrator or the board of arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.
- (f) It is the right of the Board(s) and Branch Affiliate(s) to intervene and to make representations in an arbitration of a grievance involving the Collective Agreement between all the parties pursuant to section 143 of the Municipality of Metropolitan Toronto Act.
- (g) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part F.
- (h) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (i) The Board and Branch Affiliate shall each bear the expense of its own appointee and shall pay one-half the cost of the chairperson or single arbitrator and their own expense of appearing at the hearing.
- (j) A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has(have) terminated.
- (k) Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.
- (l) Time limits herein may be extended by consent of the Board and Branch Affiliate.
- (m) Grievances concerning similar matters may be heard together.
- (n) No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part F.
- (o) A Continuing Education Teacher may be disciplined only for just cause.
- (p) If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may award compensation.

F.2.0.- INDIVIDUAL RIGHTS 7/2

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

F.3.0.- SALARY

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

Step	Sept/95 to Aug/96
0 (less than 180 hours)	36.39
1 (180 to 359 hours)	38.81
2 (360 to 539 hours)	41.23
3 (540 or more hours)	43.66

- (a) A Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the cumulative total number of elementary continuing education hours taught as a Continuing Education Teacher and completed prior to the commencement of duties on a continuing education assignment for which the higher rate is to be paid.
- (b) A step on the Salary Schedule shall be based on the number of elementary continuing education hours the Continuing Education Teacher has taught for the Board. Only courses which commenced on or after September 1, 1989 shall be counted.
- (c) The hourly rate of pay set out in F.3.1. shall be payment for the normal duties of a Continuing Education Teacher but shall be paid for classroom teaching hours only.
- (d) For the purposes of F.3.1.(a) an assignment of a Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.

F.3.2. Principals and Vice-Principals

- (a) A Continuing Education Teacher appointed to the position of principal or vice-principal in a continuing education program shall be paid in accordance with the following Salary Schedule (hourly rate inclusive of holiday and vacation pay):

Step	Sept/95 to Aug/96
Principals	53.36
Vice-principals	48.15

- (b) The hourly rate of pay set out above shall be paid for the number of scheduled classroom teaching hours in the continuing education program which the principal or vice-principal supervises and for which the principal or vice-principal is required by the Board to be present to supervise. Such payment is payment also

for the performance of other duties of a principal or vice-principal related to the continuing education programs for which the principal or vice-principal is responsible.

F.3.3. Responsibility Allowances

- (a) **A** Continuing Education Teacher may be appointed to a position of responsibility in a continuing education program other than those set out under F.3.2. Such Continuing Education Teacher shall be paid, for the performance of duties, an amount as set out below in addition to the hourly rate of pay to which the Continuing Education Teacher is entitled under F.3.1.

Step	Hourly Rate Sept/95 to Aug/96
Level I	2.75
Level II	4.08

F.4.0.- STAFFING

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

F.5.0.- ILLNESS AND BEREAVEMENT

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

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

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

IN WITNESS WHEREOF the Boards have caused to be affixed hereto their respective seals attested to by the hands of their proper officers duly authorized in that behalf and the Branch Affiliates have by the hands of their duly authorized representatives executed this Agreement.

**The Board of Education for the
Borough of East York**

Chair

Director of Education and Secretary-Treasurer

**The Board of Education for the
City of Etobicoke**

Chair

Director of Education and Secretary-Treasurer

**The Board of Education for the
City of North York**

Chair

Director of Education and Secretary-Treasurer

**The Board of Education for the
City of Scarborough**

Chair

Director of Education and Secretary-Treasurer

**The Board of Education for the
City of Toronto**

Chair

Director of Education and Secretary-Treasurer

The Board of Education for the City of York



Chair

Director of Education and Secretary-Treasurer

**Le Conseil des écoles françaises de la
communauté urbaine de Toronto**

Présidente

Directeur de l'Éducation et secrétaire-trésorier

The Metropolitan Toronto School Board

Chair

Director and Secretary-Treasurer

The East York Women Teachers' Association



President

Negotiator

**The Ontario Public School
Teacher s' Federation, East York District**

President

Negotiator

The Etobicoke Women Teachers' Association

President

Negotiator

**The Ontario Public School Teachers'
Federation, Etobicoke District**

President

Negotiator

**The North York Women
Teachers' Association**

President

Negotiator

**The Ontario Public School Teachers'
Federation, North York District**

President

Negotiator

**The Scarborough Women
Teachers' Association**

Resident

Negotiator

**The Ontario Public School Teachers'
Federation, Scarborough District**



President

Negotiator

Toronto Teachers' Federation

President

Vice-president - Negotiations

The Toronto Women Teachers' Association



President

Negotiator

**The Ontario Public School Teachers'
Federation, Toronto District**

President

Negotiator

**The City of York Women
Teachers' Association**

President

Negotiator

**Ontario Public School Teachers' Federation,
York District**

President

Negotiator

**L'Association des Enseignants
Franco-Ontariens niveau élémentaire**



President

Negotiator

LETTER OF UNDERSTANDING
re: North York Long Courses

The Boards and Branch Affiliates agree that a Teacher with the North York Board who has completed a North York long course and has had this recognized for category placement as of September 1, 1984 shall not, in accordance with B.3.4. be paid on the basis of a lower category and, for the purposes of B.8.0. this course shall be deemed to be equivalent to a Ministry course.

LETTER OF UNDERSTANDING
(for Etobicoke only)

In accordance with the policy approved by the Board for "Positions of Responsibility in the Public and Secondary Schools Affected by Declining Enrolments":

- (i) A Chairperson who has successfully discharged his or her responsibilities for at least five years shall retain the rank and salary of Chairperson regardless of assignment unless he or she requested a position of lesser responsibility.
- (ii) When the position of an incumbent Chairperson no longer justifies the rank of special allowances, a "one year of grace" shall be observed before any change in rank or special allowances would take effect. Every effort shall be made to transfer such a person to another school or position where the numbers do justify the rank or special allowances. If it is not possible to arrange such a transfer, the salary of the person shall be "red-circled" at the rate being paid to the individual concerned at the time of the action until increases in the schedule, as applied to the individual's position, exceed that salary.

LETTER OF UNDERSTANDING
(for Toronto, East York
and Scarborough only)

The provisions in the 1982-83 agreements in East York (32.09), Scarborough (31.10) and Toronto (4.6.4.0.0.) concerning federation release time shall continue to apply during the term of the Central Agreement.

LETTER OF UNDERSTANDING
(for Scarborough only)
re: Long Term Occasional Teaching Experience

In addition to the provisions of B.3.0., the Scarborough Board will continue to calculate long term occasional Teaching Experience under the provisions of 46.03 for the 1982-83 agreement for Scarborough.

LETTER OF UNDERSTANDING

The provisions in the "1985-86 local agreements" referred to in C.13.7. in East York (EY.24.2.), Etobicoke (ET.20.3.(g)), North York (NY.20.1., NY.20.2.) and York (Y.17.0.-Y.17.4.) concerning preparation time shall continue to apply during the term of the Central Agreement.

In regard to East York:

EY.24.0.- LUNCH AND PREPARATION TIME

EY.24.2. In elementary, middle and junior high schools, the Board will continue the practice of providing lunchroom supervisors, thereby allowing for the scheduling of Teachers' time for lunch and for preparation.

- (a) In the elementary and middle schools the arrangement of this preparation time within the school will be determined by the principal and staff and inclusive of scheduled breaks shall approach, but not normally exceed, 60 minutes per school day averaged over the week.
- (b) In junior high schools, each school day the Board will provide to each full-time classroom Teacher, one 40-minute preparation period, or the equivalent thereof, free from teaching and non-teaching duties, and the Board will encourage, in line with present practice, the provision of time for "on call" or supervisory duties to each full-time classroom Teacher.

A part-time classroom Teacher shall have the above noted preparation time prorated.

In regard to Etobicoke:

ET.20.0.- STAFFING COMMITTEES

- (g) to attempt to provide professional planning time of 150 minutes weekly for Teachers, other than principals, vice-principals and chairpersons.

In regard to North York:

NY.20.0.- JUNIOR HIGH SCHOOLS

- NY.20.1. Unless otherwise agreed between the principal and Teacher, the present practice of including in a Teacher's timetable a daily preparation period of at least 40 minutes or the equivalent thereof, and time for "on call" or supervisory duties shall be continued.
- NY.20.2. In Junior High Schools, a part-time classroom Teacher shall have prorated preparation time unless otherwise agreed between the principal and the Teacher.

In regard to York:

Y.17.0.- TEACHER PLANNING TIME

- Y.17.1. (a) Every full-time junior school Teacher shall have not less than 100 minutes of planning time per week during the hours of 9:00 a.m. and 4:00 p.m., exclusive of lunch periods and recesses.
- (b) Every part-time junior school Teacher engaged to teach half-time or more shall have not less than 50 minutes of planning time per week, exclusive of recesses.
- Y.17.2. (a) Every full-time senior school Teacher shall have the equivalent of not less than one regular teaching period per day of planning time.
- (b) Every part-time senior school Teacher engaged to teach half-time or more shall have the equivalent of not less than one-half of a regular teaching period per day of planning time.
- Y.17.3 Notwithstanding Y.17.1. and Y.17.2., a Teacher may forego all or some of the stated planning time to be used to provide instruction in programs within the school. The relinquishing of all or some of this planning time shall be determined by the principal following meaningful consultation with the staff concerned and with the agreement of the individual Teacher.
- Y.17.4. When a Teacher loses planning time due to the absence of a staff member who provides relief time, this planning time can be taken between 3:30 p.m. and 4:00 p.m.

LETTER OF UNDERSTANDING
re: Implementation of
Preparation Time

The intent of alternate arrangements (which permit an exception to the scheduling provision of C.13.2.) shall be to allow for flexibility of implementation of preparation time, not to reduce the agreed entitlement under C.13.2.

A school staff including the principal, having followed the normal local staffing process, may recommend for a Teacher an arrangement that includes an exception to the scheduling of the minutes of preparation time to which the Teacher is entitled under C.13.2. provided that:

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

The school staffs recommended arrangement shall be submitted to a joint Branch Affiliate/Board committee composed of the Director or designate and one other Board representative and the Branch Affiliate presidents or, in the case of Toronto, the president of the Toronto Teachers' Federation appointee or, in the case of le Conseil, the president of the Branch Affiliate and one other Branch Affiliate appointee. Decisions of the committee shall be made by simple majority vote. The committee shall review the situation prior to implementation.

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

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

- (a) set aside the alternate arrangement in which case C.13.2. shall apply, or
- (b) refer the matter back to the teaching staff of the school for further consideration.

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

LETTER OF UNDERSTANDING
re: Various Social
Contract Related Matters

1. Lump Sum Payment

If a Teacher otherwise entitled to an increment in respect of Teaching Experience for the years 1992-93, 1993-94, 1994-95 has had such increment(s) withheld because of the Social Contract Local Agreement, then such Teacher shall be paid a lump sum of \$300 in respect of each such year in which the increment was withheld to a maximum of \$900. Such payment shall be prorated for Part-time Teachers. The lump sum payment shall be paid no later than June 15, 1996, to a Teacher employed by a Board on the date of execution of the Collective Agreement.

2. There shall be five unpaid leave days in Year 3 of the Social Contract scheduled in the week immediately following the March 1996 school break.
3. The following grievances filed by the Branch Affiliate(s) have been withdrawn without prejudice, and the Branch Affiliate(s) will take no further action regarding these specific matters:
 - (i) Implementation of Social Contract re: placement of newly hired Teachers on the Salary Grid (e.g. North York grievance filed May 26, 1995),
 - (ii) York - Hiring outside to a principal position - dated May 5, 1994 (This does not preclude the right of the Branch Affiliate(s) to launch a grievance on the matter should the subject person of this grievance return to a position as principal in the City of York's elementary panel.)

and, further to the Social Contract Implementation and Attrition Savings Agreement of June 16, 1994, the calculations with respect to meeting the cash targets shall be based on the Province's fiscal year, not the school year.

LETTER OF UNDERSTANDING
re: Part B - Teachers

1. No payment shall be made for increments that were frozen by or under the Teacher Framework Agreement under the Social Contract Act.
2. Despite paragraph 1, effective September 1, 1996, in respect of increments payable on or after September 1, 1996, the Equivalent Teaching Experience of a Teacher shall be calculated to include all Teaching Experience or Related Experience gained in the school years 1992-93, 1993-94 and 1994-95.
3. The increment in respect of Equivalent Teaching Experience gained in the school year 1995-96 will be paid on September 1, 1996.

LETTER OF UNDERSTANDING
re: Part F - Continuing
Education Teachers

1. No payment shall be made for advancement on the steps of the salary schedule that were frozen by or under the Teacher Framework Agreement under the Social Contract Act.
2. Despite paragraph 1, effective September 1, 1996, credit for advancement on the steps of the salary schedule under F.3.1. will be restored for those hours not credited during the period of the Social Contract freeze.

LETTER OF UNDERSTANDING
re: Implementation of D.2.1. (b) (i)

In order to avoid the layoff of a Teacher as of August 31, 1996, in the implementation of the further reduction of staff as provided in clause D.2.1. (b) (i) there can be a partial delay in the achievement of the 266 Teacher reduction and its full achievement in that event will be delayed to August 31, 1997. However, to the extent that the full 266 Teacher reduction is not achieved by September 1, 1996, the shortfall in the 266 reduction in the number of Teachers shall be subtracted from the number the Boards would otherwise be required to hire under D.2.1. (b) (i) for the school year 1997-98.

For example, if only (266 - 10) of the 266 Teacher reduction set out under D.2.1. (b) (i) is achieved as of September 1, 1996, then the number of Teachers the Boards would otherwise be required to hire under D.2.1. (b) (i) shall be reduced by 10 for the school year 1997-98.

LETTER OF UNDERSTANDING

**re: Article ET.8.1. of
the Local Agreement
(for Etobicoke only)**

It is recognized by the parties to the Etobicoke Local Agreement that the class-size language contained in Article ET.22.1. of that Agreement will have to be read against the Social Contract staffing reduction and the increment-restoration and staffing-reduction agreement negotiated centrally.

LETTER OF UNDERSTANDING

**re: Article Y.8.1. of
the Local Agreement
(for York only)**

It is recognized by the parties to the **York** Local Agreement that the class-size language contained in Article Y.16.1. of that Agreement will have to be read against the increment-restoration and staffing-reduction agreement negotiated centrally.

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