

Collective Agreement

Between

The Board of Education for the city of North York

and

**The North York Women Teachers
Association
And
The Ontario Public School Teachers
Federation, North York District**

and

Begins:
09/01/1991

Terminates:
08/31/1993

04713 (04)

Source: board
Employees: **1825**
Received by: DL
Date: **12/05/1992**

CENTRAL AGREEMENT

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

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 Women Teachers' Association of
Metropolitan Toronto
The Metropolitan Toronto District, Ontario
Public School Teachers' Federation
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 élémentaire (CÉFCUT)

*(represented by the Toronto Teachers' Federation)

for the 1991-1992 and 1992-1993
school years

TABLE OF CONTENTS

	<u>Page</u>
PART A - GENERAL	2
A.1.0. Purpose of this Agreement	2
A.2.0. Recognition	2
A.3.0. Definitions	2
A.4.0. Term of Agreement	8
A.5.0. Application of this Agreement	8
A.6.0. Copies of Agreement and Salary Statement	9
A.7.0. Prohibition Against the Use of Sanctions	10
A.8.0. Grievance-Arbitration Procedure	10
- General Provisions	10
- Initiating a Grievance	12
- Step A	12
- Step B	12
- Step C - Arbitration	14
A.9.0. Amendments	17
Appendix A-1, Elementary Teachers' Grievance Form	18
 PART B - SALARY	 19
B.1.0. Salary Grids	19
B.2.0. Placement on the Salary Grid	21
B.3.0. Category Placement	22
B.4.0. Salary Grids - Positions of Responsibility	24
B.5.0. Allowances for Positions of Responsibility	26
B.6.0. Other Responsibility Allowances and/or Alternatives	26
B.7.0. Allowance for Post-Graduate Degrees	27
B.8.0. Special Education Allowances	28
B.9.0. Other Allowances	29
B.10.0. Holiday and Vacation for 12 Month Co-ordinators/ Assistant Coordinators	29
B.11.0. Calculation of a Day's Salary	29
B.12.0. Recovery of Overpayment/ Underpayment	30
B.13.0. Cost of Living Allowance (COLA)	30
Appendix B-1, Allowances for Positions of Responsibility	32
Appendix B-2, Responsibility Allowances	36
Appendix B-3, Other Allowances	43

	<u>Page</u>
PART C - EMPLOYEE BENEFITS	45
C.1.0. Miscellaneous Leaves	45
C.2.0. Pregnancy, Parental and Extended Parental Leaves	48
- General Provisions	48
- Pregnancy Leave	49
- Parental Leave	50
- Extended Parental Leave	50
- Supplemental Unemployment Benefits (SUB) Plan	51
C.3.0. Leaves of Absence with Pay	52
C.4.0. Special Training Assignments	54
C.5.0. Special Leave of Absence - Four Over Five Plan	55
C.6.0. Leaves of Absence without Pay	56
C.7.0. Leaves of Absence for Federation Business	67
C.8.0. Leaves Under C.3.0., C.4.0., C.5.0. and C.7.0.	59
C.9.0. Sick Leave	59
C.10.0. Sick Leave Credit Gratuity	68
C.11.0. North York and Toronto Service Gratuities	67
C.12.0. Insured Employee Benefits	68
C.12.1. Insured Health Care	68
- Extended Health Care Benefits	68
- Semi-Private Hospital Care Benefits	69
- Dental Health Care Plan	69
C.12.a. Life Insurance	70
- Group Life Insurance Plan	70
- Joint Management Committee	71
C.12.3. Change of Carrier	72
C.12.5. Unemployment Insurance Commission Rebate	72
C.13.0. Preparation Time	74
Appendix C-1, Pregnancy and Parental Leave	75
Appendix C-2, Supplemental Unemployment Benefits (SUR) Plan	80
Appendix C-3, Specimen Agreement	a3
Appendix C-4, Form of Agreement for Special Leave of Absence, Four Over Five Plan	86

	<u>Page</u>
PART D - STAFFING	89
D.1.0. Staffing Procedures	91
D.2.0. Staffing Levels	91
D.3.0. Staff Allocation Formula	93
A. Classroom Staff	93
Other School Staff	94
Inner-City Sub-Formula	95
Local Program Sub-Formula	95
French Sub-Formula	95
English-as-a-Second Language Sub-Formula	95
Special Education Sub-Formula	96
B. Classroom Staff	98
Other School Staff	99
D.4.0. Provision of Data	99
D.5.0. Staffing Levels for the Year Following Termination of This Agreement	100
PART E - DECLINING ENROLMENT PROVISIONS	101
E.1.0. Surplus Procedure	101
E.2.0. Part-time Teacher Provision	104
E.3.0. Recall Procedures	105
E.4.0. Retraining	106
E.5.0. Leaves of Absence Without Pay	108
PART F - CONTINUING EDUCATION TEACHERS	109
F.1.0. Grievance and Arbitration Procedure	109
F.1.3. Notice of Grievance by the Carrier and Branch Affiliate	109
F.1.4. Notice of Intent to Proceed to Arbitration	110
F.2.0. Individual Rights	113
F.3.0. Salary	113
F.3.2. Principals and Vice-Principals	114
F.3.3. Responsibility Allowances	115
F.4.0. Staffing	115
F.5.0. Illness and Bereavement	116

	<u>Page</u>
LETTERS OF UNDERSTANDING	
North York Long Courses	126
Positions of Responsibility (Etobicoke only)	126
Federation Release Time (Toronto, East York and Scarborough only)	127
Long Term Occasional Teaching Experience (Scarborough only)	127
Implementation	127
Preparation Time	128
Delivery of Programs and Services for Students Identified as Trainable Retarded	130
Implementation of Preparation Time	131

THIS AGREEMENT dated this 30th day of
April, 1992

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 Women Teachers' Association of
Metropolitan Toronto
The Metropolitan Toronto District,
Ontario Public School Teachers' Federation
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,
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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 élémentaire (CÉFCUT)

(hereinafter referred to as the "Branch Affiliate(s)")

*(represented by the Toronto Teachers' Federation)

The **Boards** and Branch Affiliates agree as follows:

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 sub-section **130a(3)** 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 130a and 130f 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) **"Developmental Pupils"** means those pupils who are profoundly retarded and/or multiply handicapped, requiring intense individual support, as determined by the principal in conjunction with the appropriate consultant and with the approval of the appropriate supervisory officer.
- (g) "Director" means the Director: for the Board.

*(Definition pertains only to the School Board.)

- (h) "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.
- (i) "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.
- (j) "Grid Salary" means salary according to the salary grid(s).
- (k) "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.
- (l) "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 130g of the Municipality of Metropolitan Toronto Act.
- 88K-1
(m) "Part-time Teacher" means a Teacher employed by the Board on a regular basis for other than full-time duty.
- (n) "Permanent Teacher" means a Teacher employed by the Board under a permanent teacher's Contract.
- (o) "Probationary Teacher" means a Teacher employed by the Board under a probationary teacher's Contract.

(p) "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.

(q) "School Board" means The Metropolitan Toronto School Board.

(r)*"Self Contained School" means one of the following schools for trainable retarded: Beverley, Lucy McCormick, Harold R. Lawson, W.J. McCordie, Park Lane and Seneca.

880-1
(s) "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.

(t)*"Special Needs Pupils" means trainable retarded pupils who, as determined by the principal in conjunction with the appropriate consultant and with the approval of the appropriate supervisory officer, fall under one or more of the following headings: autistic, behaviour management, physically-handicapped (who need adult help or assistance), (blind or visually Impaired), communication disorder, emotionally disturbed.

(u)*"Special Pupils" means those trainable retarded pupils who according to age would normally attend only half-time but who are able to benefit from full day attendance.

*(Definition pertains only to the School Board.)

(v) "Surplus Teacher" means a Teacher whose Contract is terminated pursuant to the provisions of the Local Agreement.

(w)*"Surrey Place 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 Surrey Place Centre from the Provincial Schools Authority to the School Board.

(x) "Teacher" means a teacher who is employed under Contract by the Board and is a member of one of the Branch Affiliates.

(y) "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).

*(Definition pertains only to the School Board.)

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.

(1) "Teaching Experience" shall not include experience gained as a Continuing Education Teacher,

(a) "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.

(aa) "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,

(bb) "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, 1991 and shall expire on August 31, 1993.

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 françaises 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), 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 30** 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 _____ Branch
Affiliate* _____

Name _____

Address _____

School _____

Clause(s) of Agreement Violated _____

Details of Grievance _____

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

SOA-1

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 following grids as determined by B.2.0. and B.3.0. :

CATEGORY A

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	27,960	28,239	29,087
1	29,437	29,731	30,623
2	31,150	31,462	32,406
3	32,862	33,191	34,186
4	34,811	35,159	36,214
5	36,757	37,124	38,238
6	38,079	38,459	39,613
7	39,997	40,398	41,610
8	41,914	42,333	43,604
9	43,832	44,271	45,598
10	45,748	46,206	47,592
11X	47,005	47,476	48,900
11Y	47,759	48,237	49,884
11Z	50,273	50,776	52,299

CATEGORY A1

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	30,227	30,529	31,445
1	31,824	32,142	33,106
2 <i>Best</i>	33,676	34,013	35,033
3	35,527	35,882	36,958
4	37,634	38,010	39,150
5	39,737	40,134	41,338
6	41,845	42,263	43,531
7	43,953	44,393	45,725
8	46,059	46,520	47,916
9	48,167	48,649	50,108
10	50,273	50,776	52,299

CATEGORY A2

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -A</u>	<u>Sept/92 -Aug/93</u>
0	31,633	31,949	32,907
1	33,311	33,644	34,653
2	35,247	35,599	36,667
3	37,185	37,557	38,684
4	39,370	39,764	40,957
5	41,570	41,986	43,246
6	43,760	44,198	45,524
7	45,947	46,406	47,798
8	48,139	48,620	50,079
9	50,329	50,832	52,357
10	52,518	53,043	54,634

CATEGORY A3

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	34,213	34,555	35,592
1	36,513	36,878	37,984
2	38,943	39,332	40,512
3	41,367	41,781	43,034
4	43,926	44,365	45,696
5	46,480	46,945	48,353
6	49,035	49,525	51,011
7	51,591	52,107	53,670
8	54,146	54,687	56,328
9	56,704	57,271	58,989
10	59,262	59,855	61,651

CATEGORY A4

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	36,638	37,004	38,114
1	38,627	39,013	40,183
2	40,992	41,402	42,644
3	43,365	43,799	45,113
4	46,118	46,579	47,976
5	48,869	49,358	50,839
6	51,618	52,134	53,698
7	54,375	54,919	56,567
8	57,124	57,695	59,426
9	59,879	60,478	62,292
10	62,629	63,255	65,153

- 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.
- 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 qualifications to 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. All principals and vice-principals shall be paid in accordance with their placement on the following grids:

PRINCIPALS - ELEMENTARY

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	71,918	72,637	74,816
1	73,838	74,576	76,813
2	75,759	76,517	78,813
3	77,679	78,456	80,810
4	79,602	80,398	82,810

VICE-PRINCIPALS - ELEMENTARY

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	61,551	62,167	64,032
1	63,454	64,089	66,012
2	65,359	66,013	67,993
3	67,265	67,938	69,976

JUNIOR HIGH SCHOOLS - PRINCIPALS

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	75,799	76,557	78,854
1	77,831	78,609	80,967
2	79,868	80,667	83,087
3	81,899	82,718	85,200

JUNIOR HIGH SCHOOLS - VICE-PRINCIPALS

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	64,661	65,308	67,267
1	66,694	67,361	69,382
2	68,733	69,420	71,503
3	70,769	71,477	73,621

B.4.2. All co-ordinators and assistant co-ordinators shall be paid in accordance with their placement on the following grids :

12 MONTH CO-ORDINATORS

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	74,775	75,523	77,789
1	76,807	77,575	79,902
2	78,844	79,632	82,021
3	80,874	81,683	84,133

10 MONTH CO-ORDINATORS

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	67,715	68,392	70,444
1	69,754	70,452	72,566
2	71,787	72,505	74,680
3	73,819	74,557	76,794

12 MONTH ASSISTANT CO-ORDINATORS

<u>Step</u>	<u>Sept/91 -Jan/92</u>	<u>Feb/92 -Aug/92</u>	<u>Sept/92 -Aug/93</u>
0	69,755	70,453	72,567
1	71,787	72,505	74,680
2	73,819	74,557	76,794
3	75,853	76,612	78,910

10 MONTH ASSISTANT CO-ORDINATORS*

<u>Step</u>	<u>Sept/91</u> <u>-Jan/92</u>	<u>Feb/92</u> <u>-Aug/92</u>	<u>Sept/92</u> <u>-Aug/93</u>
0	64,661	65,308	67,287
1	66,694	67,361	69,382
2	68,733	69,420	71,503
3	70,769	71,477	73,621

* Includes Chief Consultant - North York.

B.5.0.- ALLOWANCES FOR POSITIONS OF RESPONSIBILITY

B.5.1. The annualized amount of the allowance to be paid a consultant shall be \$4,370 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$4,414 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$4,546.

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. Separate from any allowances payable to Teachers under B.5.0., the Board shall be allocated an annualized amount of \$200 per teacher for the period September 1, 1991 to January 31, 1992; and an annualized amount of \$202 per teacher for the period February 1, 1992 to August 31, 1992 based on the actual September 30, 1990 staff as allocated by the agreement then in force. For the 1992-93 school year this amount shall be \$208 per teacher based on the actual September 30, 1991 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 annualized amount of this allowance shall be \$1,001 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,011 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$1,041.

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 annualized amount of this allowance shall be \$358 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$362 for the

period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$373.

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 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 annualized amount of this allowance shall be \$1,279 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,292 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$1,331.

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:

<u>1</u>		the Teacher's
the number of		Total Salary
school daw in	X	in that
that school year		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.

B.13.0. - COST OF LIVING ALLOWANCE (C.O.L.A.)

51-2
B.13.1. For the period September 1, 1992 to August 31, 1993 a cost of living allowance shall be paid to Teachers.

B.13.2. The calculation of this allowance shall be made monthly for each month in which the cost of living index for Metropolitan Toronto exceeds 103.25% of the August, 1992 C.P.I. The last such calculation, if any, shall be made on the basis of the August 1993 C.P.I.

B.13.3. The calculation of this allowance for each such month shall be based on the

$$\frac{\text{Grid Salary}}{12} \times A$$

Where A is calculated as follows:

$$A = \frac{\text{C.P.I. Month} - \text{C.P.I. Aug. 1992}}{\text{C.P.I. August 1992}} - 0.0325$$

B.13.4. C.P.I. month means the Consumer Price Index for Metropolitan Toronto (1986 = 100) for the month in question as published by Statistics Canada in the following month.

- B.13.5.** Should Statistics Canada modify or change its method of calculation of Consumer Price Indices the Board shall meet the Branch Affiliates to discuss appropriate revisions in the C.O.L.A. formulae to keep any changes in salary proportionate to **changes** in consumer prices.
- B.13.6.** Any Teacher in receipt of salary during any month for which an allowance is paid shall be entitled to the allowance. The monthly allowance, if any, shall be accumulated and paid in a lump **sum** to eligible Teachers as soon as possible following publication of the August, 1993 C.P.I. The accumulated lump sum shall not exceed 2% of the Grid Salary of a Teacher at Step 10 of Category A4 and shall be prorated for Part-time Teachers.
- B.13.7.** For the purposes of the **Cost of Living Allowance**, "Grid Salary" for Principals, Vice-Principals, Co-ordinators and Assistant Co-ordinators shall be the **Grid Salary** of a Teacher at Step 10 of Category A4.

**ALLOWANCES FOR
POSITIONS OF RESPONSIBILITY
(pursuant to B.5.2.)**

EAST YORK Nil

ETOBICOKE Nil

METRO

A responsibility allowance shall be paid to each Head Teacher and to the Surrey Place Program Director. The annualized amount of this allowance shall be \$2,184 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$2,206 for the period February 1, 1992 to August 31, 1992.

An additional allowance shall be paid to a Head Teacher per class for each class in excess of two classes for which a Head Teacher is responsible. The annualized amount of this allowance shall be \$330 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$333 for the period February 1, 1992 to August 31, 1992.

A responsibility allowance shall be paid to the Surrey Place Liaison Teacher. The annualized amount of this allowance shall be \$1,318 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,331 for the period February 1, 1992 to August 31, 1992.

For 1992-93 - see Letter of Understanding re Delivery of Programs and Services for Students Identified as Trainable Retarded.

NORTH YORK

A responsibility allowance shall be paid to each Program Leader appointed prior to 1974. The annualized amount of this allowance shall be \$4,370

for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$4,414 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$4,546.

A responsibility allowance shall be paid to each Program Leader appointed in 1974 or thereafter. The annualized amount of this allowance shall be \$3,878 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$3,915 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$4,032.

SCARBOROUGH

Nil

TORONTO

1. Reading Clinician's Allowance

- (a) The annualized amount of this allowance shall be \$4,370 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$4,414 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$4,546.
- (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 Clinicians 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 annualized amount of this allowance shall be \$1,351 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,365 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$1,406.
- (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 annualized amount of this allowance shall be \$3,876 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$3,915 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$4,032.

APPENDIX B-2

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 years 1991-92 and 1992-93 and shall be based on the rates as set out below:

	Sept/91 <u>-Jan/92</u>	Feb/92 <u>-Aug/92</u>	Sept/92 <u>-Aug/93</u>
Curriculum Resource Teacher (full unit)	\$1,718	\$1,735	\$1,787
Team Leader	1,718	1,735	1,787
Major Chairperson	1,647	1,663	1,713
Minor Chairperson	1,237	1,249	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 annualized amount of this allowance shall be \$2,682 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$2,709 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$2,790.

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.

METRO

A responsibility allowance shall be paid to each Program Leader. The annualized amount of this allowance shall be \$1,318 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,331 for the period February 1, 1992 to August 31, 1992.

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.

For 1992-93 - see Letter of Understanding re Delivery of Programs and Services for Students Identified as Trainable Retarded.

NORTH YORK

The following Responsibility Allowances shall be in effect for the school years 1991-92 and 1992-93 and shall be based on the rates as set out below:

	Sept/91 -Jan/92	Feb/92 -Aug/92	Sept/92 -Aug/93
Convener - Elem School	\$2,838	\$2,866	\$2,952
Co-ordinating Chairperson (JHS)	3,710	3,747	3,859
Major Chairperson (JHS)	3,092	3,123	3,217
Minor Chairperson (JHS)	2,062	2,083	2,145
Asst. Chairperson (JHS)	826	a34	859

SCARBOROUGH

The annualized amount of the Chairpersons allowance shall be \$1,418 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,432 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$1,475.

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.G.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.

For the period September **1, 1991** to January **31, 1992** the annualized rate shall be **\$128**; and for the period February 1, **1992** to August **31, 1992** the annualized rate shall be **\$129**. For the **1992-93** school year, the amount of this rate shall be **\$133**.

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)

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
 - (b) dates for those professional activity days which are centrally determined.
4. Applications received under C.6.0. 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 annualized amount of this allowance shall be \$1,448 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,462 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$1,508.

A senior school guidance counsellor who holds a guidance specialist certificate or its equivalent shall receive an allowance. The annualized amount of this allowance shall be \$1,448 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$1,462 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$1,508.

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.

CRFCUT

A Convener - Elementary School shall receive an allowance. The annualized amount of this allowance shall be \$2,838 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$2,866 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$2,952.

**OTHER ALLOWANCES
(pursuant to B.9.3)**

EAST YORK.

An allowance at the current rate per kilometer 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

METRO

Mileage expenses shall be paid to a Teacher for authorized transportation necessary between schools or on business approved by the principal or a supervisory officer.

NORTH YORK

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

SCARBOROUGH

Tuition Expenses

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 annualized amount of this allowance shall be \$269 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$272 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$280.

An allowance shall be paid for those with responsibilities at the Boyne River or Island Schools. The annualized amount of this allowance shall be \$709 for the period September 1, 1991 to January 31, 1992; and the annualized amount shall be \$716 for the period February 1, 1992 to August 31, 1992. For the 1992-93 school year, the amount of this allowance shall be \$737.

YORK

Nil

CEFCUT

An allowance, at the rate per kilometer 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.

50

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,
- (U) 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 R 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 R 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.
- (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,

63B, C-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

EBP 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.8.2.** 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) **on** 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) **on 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.

58B-087
C.2.15. The sum of a Pregnancy Leave, a Parental Leave and an Extended Parental Leave shall not exceed 24 calendar months, except

61B-086 (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.

57,60 199999
C.2.18. Except for 12 Month Co-ordinators/ Assistant Co-ordinators, no supplemental benefit otherwise payable in accordance 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.

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.

62A-2

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.

25B-1

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 1992-93 and 1993-94 school years **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 and the School Board **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 Thistleton 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

- 63K-3
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 **#an** 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.

63

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.

63D-1

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.

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

(if) 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 any employee of a board of education, a school board, the Province of Ontario, municipality or local board thereof within the Province of Ontario that has established a **Sick Leave Credit plan** becomes a Teacher without intervening employment that interrupts the continuity of employment under which Sick Leave Credits are accumulated under such a plan (except in the case of a Teacher who is declared surplus by one of the Boards) the Board shall place to the Teacher's credit in the Teacher's account that number of Sick Leave Credits equal to the credit of such a Teacher in the plan of **such board** of education, school board, Province of Ontario, municipality or local board thereof, provided that the number of Sick Leave Credits to be so placed shall not exceed the number of Sick Leave Credits that would have been accumulated at the rate set under **this Agreement.**
- 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

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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,

76B-1

- (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),
- (e) 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;

76E-4

- (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.

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

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:

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- (I) hearing aid benefits to a maximum of \$400 per person, and
 - (ii) eyeglasses (including contact lenses) benefits to a maximum of \$180 per person for a two year period, (effective September 1, 1992 the maximum to-be \$200), but
 - (iii) if contact lenses are prescribed for medical rather than cosmetic reasons, the benefit will extend to a maximum of \$200 per person per two year period.

(iv) health coverage while outside Canada.

~~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 1990-91 school year. The benefits will be based upon the 1989 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,

71-2

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.

- (it) Effective the first day of the second month following the signing of this Agreement benefits shall be based upon the 1990 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective January 1, 1993, benefits shall be based upon the 1991 Ontario Dental Association Schedule of Fees for General Practitioners.

- (iii) The Board shall pay ~~ninety~~ 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.

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Effective September 1, 1992 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.

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

C.12.2. Life Insurance

(a) Group Life Insurance Plan

- (i) The Boards shall provide a Group Life Insurance Plan for Teachers with a maximum option of \$180,000 coverage.

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(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~~, \$80,000, \$100,000, ~~\$120,000~~, \$140,000 and \$180,000 coverage shall be available to Teachers.

(b) Joint Management Committee

(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

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

88E-1

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:

$$\frac{\text{part-time salary}}{\text{full-time salary}} \times \text{Board share of premium cost for a full-time Teacher's insured employee benefits}$$

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.

APPENDIX C-1

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 the Canada Employment and Immigration Commission 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 **A.3.1.(o)** of the Agreement to which **Appendix C-2** is appended are covered by **this** Plan.
3. The other requirements for receipt of a SUB are :
 - (a) the Teacher must be eligible to receive U.I. pregnancy or adoption benefits from the **Canada** Employment and Immigration Commission;
 - (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 verification of the approval of the U.I. claim indicating the weekly amount to be paid by the **Canada** Employment and Immigration Commission;
 - (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 U.I. benefits before a SUB becomes payable.
 5. A Teacher disentitled or disqualified from receiving U.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the Teacher has applied and qualified for U.I.
 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 SUR, 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 Canada Employment and Immigration Commission. Until August 31, 1993 this shall continue to be the maximum number of weeks for which a SUB is payable.
 9. Effective September 1, 1993 the following additional provision shall apply:

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codable*

During the ~~15~~ weeks following the two week waiting period under (8) above the benefit level paid under this plan shall be \$75 per week.

10. In accordance with current unemployment insurance regulations the School Board shall inform the Canada Employment and Immigration Commission of any changes in the SUB Plan and, subject to review by the Commission, the duration of this Plan as set out above shall continue to August 31, 1994.

**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

of _____, 19____, and ending on the _____ day
of _____, 19____.

2. (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;

- (e) 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.

**THE BOARD OF EDUCATION
FOR THE**

Chairman

**SIGNED, SEALED
AND DELIVERED**
in the presence of:

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 percent (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 net 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 an 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 **tho** 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.**

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

- A. The general formula for all Boards except the school Board which provides classes for pupils who are trainably retarded.

Classroom Staff

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

- (a) For the school years 1991-92 and 1992-93

Grade Level Classification	staffing Rate per 1,000 Enrolment
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!

- (b) 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.
- (c) **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:

Type Classification	<u>Factor</u>
J.K. to Grade 6 Senior or Middle	1.00
J.K. to Grade 8 Composite Elementary	1.10
Junior H igh School	1.50
	0.87

(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 her-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-Second Language Sub-Formula

D.3.6. The staff allocated for English-as-a-Second Language/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.

(c)	(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

B. The formula set out under D.3.8. and D.3.9. shall apply only to the School Board.

Classroom Staff

D.3.8. The weighted enrolment shall be determined by applying the following weightings to the full-time equivalent enrolment as of September 30 in R school year:

Weightings

Senior Pupils (ages 17 to 21)	x 1.0
Intermediate Pupils (ages 13 to 16)	x 1.1
Junior Pupils (ages 9 to 12)	x 1.1
Primary Pupils (ages 6 to 8)	x 1.2
Special Pupils Full Day (ages 4 and 5)	x 1.5
Half Day Pupils (ages 4 and 5)	x 1.5
Special Needs Pupils	x 2.0
Special Class Pupils	x 2.0
Developmental Pupils	x 2.0

(a) Classroom staff shall be calculated by dividing *the* weighted enrolment by the classroom staffing factor of **9.85.**

Other School Staff

D.3.9. Other school staff shall be:

- (a) One principal per Self Contained School.
- (b) A vice-principal shall be appointed to a school as of September 1, for a school year when the May 15 projections have indicated that the weighted enrolment for that school will be at least 200 for September 30.

The vice-principal position will be maintained only in schools where the projected weighted enrolment for the following September is at least 200.

No school shall lose its vice-principal during the school year as a result of a reduction in its weighted enrolment during that school year.

- (c) Basic Board Staff: 3 Teachers

D.3.10. Should the delivery of programs and services for students identified as trainable retarded be moved to a metro-wide special education delivery model D.3.B, and the formula set out under D.3.8, and D.3.9, shall, at that time, be deleted from this Agreement. The number of Teachers to be allocated for the metro-wide delivery shall then be determined in accordance With D.2.7.

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, 1993 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

30-1

31A-1

(b) elect to receive severance pay in accordance with the following:

32.33

98

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:

$$\text{Amount} = \frac{3+n}{40}$$

Total Salary for the last complete year of teaching under Contract

where \underline{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.

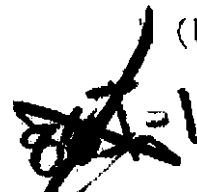
- E.1.7. **During the** period December 31 to the beginning of the March winter break of the following year, a Permanent Teacher who has elected **to** defer termination to the beginning of **the** March winter break shall be assigned to teaching duties with the Board for which **the** Teacher has appropriate 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.1.8. 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.

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

2704

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 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.

29-17

- (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) The 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,

- 25B-1
- (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-the 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 Retaining 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

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 term 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 130a and section 130g 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 130(a) 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 130(a) 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(a) 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

722

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/91 to Jan/92	Feb/92 to Aug/92	Sept/92 to Aug/93
0 (less than 180 hours)	\$34.98	\$35.33	\$36.39
1 (180 to 359 hours)	\$37.31	\$37.68	\$38.81
2 (360 to 539 hours)	\$39.63	\$40.03	\$41.23
3 (540 or more hours)	\$41.97	\$42.39	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/91 to Jan/92	Feb/92 to Aug/92	Sept/92 to Aug/93
Principals	\$51.30	\$51.81	\$53.36
Vice-Prino.	\$46.29	\$46.75	\$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/91	Feb/92	Sept/92
	to Jan/92	to Aug/92	to Aug/93
Level I	\$2.64	\$2.67	\$2.75
Level II	\$3.92	\$3.96	\$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.

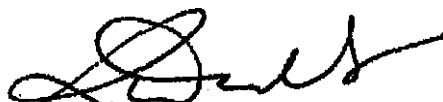
The execution of this Agreement shall also constitute execution of the appended letters of understanding.

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**




Chairman



Director of Education and
Secretary-Treasurer

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



Chairman



Director of Education and
Secretary-Treasurer

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



Chairman

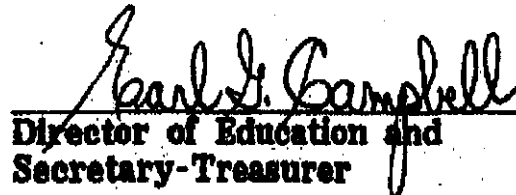


**Director of Education and
Secretary-Treasurer**

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

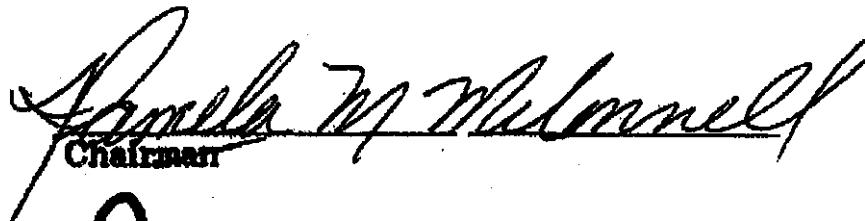


Chairman



**Director of Education and
Secretary-Treasurer**

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



Chairman



**Director of Education and
Secretary-Treasurer**

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

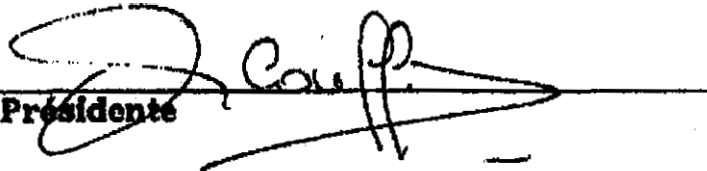


Chairman



**Director of Education and
Secretary-Treasurer**

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



Présidente

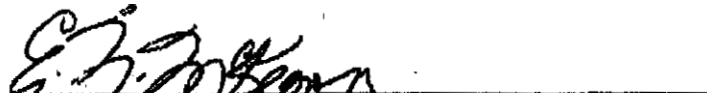


**Directeur de l'éducation et
secrétaire-trésorier**

**The Metropolitan Toronto
School Board**



Chairman



**Director of Education and
Secretary-Treasurer**

**The East York Women
Teachers' Association**

A. M. Terbenche

President

Betty Hicks

Negotiator

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

Samuel D. Spilner

President

John Skura

Negotiator

**The Etobicoke Women
Teachers' Association**

Dorothy Brown

President

Henry Donnelly

Negotiator

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

Will Braund

President

Will Braund

Negotiator

**The Women Teachers' Association
of Metropolitan Toronto**

Deanne Secord

President

Mabel Arstey

Negotiator

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

Dwight Chalmer

President

Dwight Chalmer

Negotiator

**The North York Women
Teachers' Association**

Carol McKinnon

President

Beverly Brown

Negotiator

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

Stan Kozak

President

David Moscoe

Negotiator

**The Scarborough Women
Teachers' Association**

Spence Stobbs

President

Carole Davis

Negotiator

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

GW Fick

President

W. Hanson

Negotiator

Toronto Teachers' Federation

Kem Derrine

President

Beverly McIlwain

Vice-President - Negotiations

**The Toronto Women Teachers'
Association**

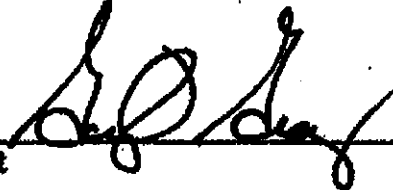
Phyllis Lewinsky

President

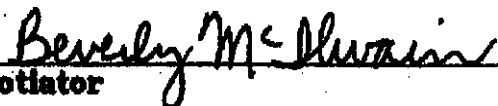
Abris Micallef

Negotiator

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



President

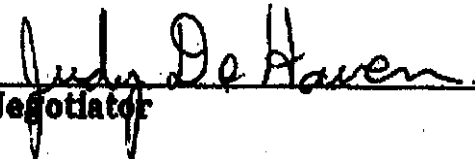


Negotiator

**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
elementaire**

Georgette Sauvé

President

Georgette Sauvé

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 and 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
re: Implementation

Changes in the Collective Agreement from the previous agreement which require action by the **Boards that** have been delayed because of lateness of ratification shall be done as soon as administratively feasible.

Total Salary is retroactive to September 1, 1991 and shall apply to all Teachers who are covered by the renewal Agreement and to all persons who were **Teachers** employed by one of the Boards on or after September 1, 1991 but who left the employ of the Boards prior to the date of the signing of this Agreement.

LETTER OF UNDERSTANDING

The provisions in the "1985-86 local" agreements referred to in C.15.10. in East York (EY.24.2.), Etobicoke (ET 20.3.(g)), Metropolitan Toronto School Board (ME.22.1.), 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 ask the handling of Teachers for each and for preparation

(a) In elementary and junior high schools the handling of Teachers for each and for preparation time within the school day will be determined by the Board and will be inclusive of scheduled breaks. The approach, but not the daily handling, 80 minutes per school day averaged over the week.

(b) In elementary, middle and junior high schools the Board will provide to each full-time classroom teacher one hour of preparation time, or the equivalent, from the beginning of the school year and on a pro-rata basis. In line with present practice, the preparation time for full-time classroom Teachers shall be prorated.

Each full-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 Metropolitan Toronto School Board:

ME.22.0.- PREPARATION TIME

- ME.22.1. In the organization of the school the principal or head Teacher shall make every effort to provide preparation time for Teachers in addition to the half-hour period available each day after the students have been dismissed.

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 dally 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 the, this planning time can be taken between 3:30 p.m. and 4:00 p.m.

LETTER OF UNDERSTANDING
re: Delivery of Programs and Services
for Students Identified as Trainable Retarded

Should the Boards, having considered the Report of the Task Force which examined the role of the School Board in this matter, move to a Metro-wide Special Education Delivery Model and transfer the contract of a Teacher currently employed by the School Board to another Board, that Teacher shall for the purposes of seniority, be given credit in accordance with the appropriate clause from the appropriate 1986-88 Local Agreement as follows:

EY.13.8. NY.12.7. T.25.6.
ET.13.8. SC.14.8. Y.13.8.
ME.23.8.

In addition, such Teacher, while continuing as a Teacher of Students Identified as Trainable Retarded:

- 1) shall until August 31, 1993 have the following transitional conditions of employment which the Teacher had, under the Local Agreement which was in force at the time of the move to a Metro-wide Special Education Delivery Model, with the School Board:

ME.10.0.
ME.19.0.

and

- 2) shall not have the Teacher's Total Salary reduced as a result of such transfer of employment. Except where such Teacher relinquishes this transitional condition the Total Salary payable immediately prior to such transfer shall be red-circled until such time as the Total Salary otherwise payable under this Agreement exceeds the total salary red-circled.

If the implementation of the Task Force report is delayed beyond September 1, 1992 then the Metro allowances contained in Appendices B-1 and B-2 shall continue to apply and shall be increased by 3.0% for the school year 1992-93.

LETTER OF UNDERSTANDING
re: Implementation of Preparation Time

This Letter of Understanding will come into effect with the commencement of staffing procedures for September 1991.

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.

6-1 The school staff's 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 and one other 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.

LOCAL AGREEMENT

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

and

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

for

**the 1991-92 and 1992-93
school years**

140

**T A B L E O F C O N T E N T S
F O R T H E
L O C A L A G R E E M E N T**

	<u>Page</u>
NY.1.0. Purpose of this Agreement	136
NY.2.0. Recognition	136
NY.3.0. Definitions	136
NY.4.0. Term of Agreement	136
NY.5.0. Application of this Agreement	137
NY.6.0. Prohibition Against the Use of Sanctions	137
NY.7.0. Grievance-Arbitration Procedure	137
NY.8.0. Amendments	137
NY.9.0. Individual Rights	138
NY.10.0. Salary Payments by Bank Deposit	138
NY.11.0. Payroll Deductions	138
NY.12.0. Seniority Procedures	139
NY.13.0. Surplus Procedures	142
NY.14.0. Career Counselling	144
NY.15.0. Part-time Teacher Provision	144
NY.16.0. Leaves-General	145
NY.17.0. Leaves of Absence Without Pay	145
NY.18.0. Personnel Files	146
NY.19.0. Evaluation	153
NY.20.0. General	146
NY.21.0. Lunch Periods	147
NY.22.0. Working Conditions	148
NY.23.0. Teacher Absence	148
NY.24.0. Elementary School Committees	148
NY.25.0. Central Consultative Committee	149
NY.26.0. School Year Calendar Committee	150
NY.27.0. Staff Allocation Committee	151
NY.28.0. Appointment to Positions of Responsibility	152
NY.29.0. Miscellaneous	152
 LETTERS OF UNDERSTANDING	
Junior High Schools	156
Pay Schedule	156
Appointments and Transfers of Principals and Vice-principals	156
 LETTER OF INTENT	
French Retraining	156
 ALPHABETICAL INDEX	
	157

THIS AGREEMENT dated the 28th day of
OCTOBER, 1992

BETWEEN:

The Board of Education
for the City of North York

hereinafter referred to as the "Board"

and

The North York Women
Teachers' Association
The Ontario Public School Teachers'
Federation North York District

hereinafter referred to as the
"Branch Affiliates"

The Board and Branch Affiliates agree as
follows :

NY.1.0.- PURPOSE OF THIS AGREEMENT

NY.1.1. It is the intent of the parties to this Local 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.

NY.2.0.- RECOGNITION

NY.2.1. The Board recognizes the Branch Affiliates mentioned in the description of the parties to this Local Agreement as the sole and exclusive Branch Affiliates authorized to negotiate and participate in the administration of this Local Agreement.

NY.2.2. All matters and rights negotiable under sub-section 130g(1) of the Municipality of Metropolitan Toronto Act, not prescribed by this Local Agreement shall remain within the sole and exclusive right of the Board to manage its affairs.

NY.3.0.- DEFINITIONS

NY.3.1. The words defined in A.3.0. of the Central Agreement shall have the same meaning in the Local Agreement and shall form part of this Local Agreement.

NY.3.2. The use throughout this Local Agreement of capital letters in words defined shall be for the purpose only of indicating that the words are given a defined meaning,

NY.4.0.- TERM OF AGREEMENT

NY.4.1. This Agreement is effective on and after September 1, 1991 and expires on August 31, 1993.

NY.5.0. - APPLICATION OF THIS AGREEMENT

NY.5.1. The terms of this Local Agreement apply to all Teachers who are members of the Branch Affiliates and who are under Contract with the Board during the term of this Local Agreement.

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

N 6.0 - PROHIBITION AGAINST THE USE OF SANCTIONS

NY.6.1. There shall be no strike or lockout during the term of this Local Agreement or of any renewal of this Local Agreement.

NY.7.0. - GRIEVANCE-ARBITRATION PROCEDURE

NY.7.1. The parties to this Local Agreement hereby incorporate by reference the Grievance-Arbitration Procedure contained in A.8.0. of the Central Agreement. Such provisions hereby constitute part of this Local Agreement.

NY.8.0. - AMENDMENTS

NY.8.1. Any amendment to, addition to, deletion from, or deviation from this Local 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.

NY.8.2. A party desiring to amend under NY.8.1. shall give written notice to this effect. The parties shall meet within thirty days to determine if the other party will agree to negotiate the proposed amendment.

NY.9.0.- INDIVIDUAL RIGHTS

NY.9.1. Both the Board and Branch Affiliates shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

NY.9.2. No Teacher shall be disciplined by way of demotion, transfer, dismissal, letter of reprimand or the withholding of pay without just cause and such cause shall be provided to the Teacher in Writing.

NY.10.0.- SALARY PAYMENTS BY BANK DEPOSIT

NY.10.1. The method of payment will be:

(a) The first school day in September shall be a pay date.

(b) The second September payment date will be on the nearest school day before September 30.

(c) The June salary payment date will be on the 23rd of June or the nearest school day prior thereto,

(d) Other monthly payment dates will be on the 15th of the month or the nearest school day prior thereto.

NY.10.2. The June salary payment shall be 20% of annual salary; all other payments shall be 8% of annual salary.

NY.11.0.- PAYROLL DEDUCTIONS

NY.11.1. Payroll slips shall show all normal deductions. Any non-routine deductions, shall be stated in a memorandum to be included with the regular payroll slip.

NY.12.0.- SENIORITY PROCEDURES

NY.12.1. (a) Each year, the Board shall develop a seniority list of Teachers **with** those having the greatest seniority **first** on the basis of **the** criteria set out in **NY.12.2.**

(b) This list shall be utilized to enable the Board to implement NY.13.0.

NY.12.2. Seniority shall be determined on the basis of the following criteria:

(a) Length of Teaching Experience in the following order:

(i) aggregate experience with the Board or **its** predecessors, and where (i) **is** equal between Teachers, then

(ii) with any of the boards of education in Metropolitan Toronto or their predecessors, and where (i) and (ii) are equal between Teachers, **then**

(iii) with any other board in Ontario and where (i), (ii) and (iii) are equal between **Teachers**, then

(iv) other experience in teaching that has been accepted for **salary** purposes;

(b) if the length of Teaching Experience is equal, the higher category placement shall determine seniority; or

(c) If the length of Teaching Experience and category placement are equal, **the seniority shall be** determined by computerized random selection or lot

conducted jointly by representatives of the Board and the Branch Affiliates;

- (d) for the purposes of this section, any leave of absence without pay shall not be deemed to interrupt continuity of service but the duration of such leave shall not be considered as Teaching Experience.

NY.12.3. Length of Teaching Experience shall be as determined under A.3.1.(y).

NY.12.4. (a) No later than February 1, the Board shall supply to each Teacher who is to be included on the seniority list the information on which the list will be developed pursuant to NY.12.2.

(b) This information shall be as of June 30 of that school year.

(c) Should there be any error, discrepancy, or omission or any amendment to be made, the Teacher shall appeal and shall supply all supporting documents or proof necessary to uphold any requested correction by February 15.

(d) (i) A Teacher who has qualified for a change in category placement prior to June 1 of that year shall be placed on the seniority list in accordance with the revised category placement subject to the Teacher furnishing proof of the higher category placement no later than May 20.

(ii) Failure to submit such proof by May 20 shall result in the Teacher's position on the

seniority list being adjusted to reflect the last documented category placement.

NY.12.5. On or before April 15, the Board shall:

- (a) supply a copy of the seniority list and any revisions thereto, to each Branch Affiliate,
- (b) advise in writing each Teacher whose name appears on the seniority list of the Teacher's number on that list.
- (c) if there is any disagreement regarding a Teacher's position on the seniority list, that Teacher may discuss the placement and attempt to resolve the dispute with the appropriate supervisory officer, assisted by a representative of the Branch Affiliate. Failing satisfactory resolution within ten school days of the request for the meeting, the Teacher shall be entitled to lodge a grievance in accordance with A.8.13.

NY.12.6. For the purpose of reducing the number of surplus Teachers within the boards of education in Metropolitan Toronto, and the School Board, a Teacher who is teaching half-time or more on or after September 1, 1979 shall be deemed to be employed on a full-time basis for the period commencing September 1, 1979 for the purposes of NY.12.0. and shall have seniority calculated accordingly.

NY.12.7. Contingent upon the inclusion of a reciprocal provision in the collective agreement governing the teacher with the sending board of education;

- (a) A special education teacher requested to transfer from a Metropolitan Toronto-wide special

education program with a board of education in Metropolitan Toronto, or the School Board, to another Metropolitan Toronto-wide special education program with the Board shall have with the Board the experience credit for seniority purposes the Teacher had with the board from which the Teacher was transferred.

- (b) This provision shall also apply to a Teacher who takes a leave of absence to take special education training for a Metropolitan Toronto-wide special education program, e.g. for teaching of the deaf, and who after such training, without intervening employment, receives a position with another board of education in Metropolitan Toronto or the School Board in a Metropolitan Toronto-wide special education program.

NY.12.8. If the statutory responsibility for a program operated by the School Board is transferred to the Board, the Teacher employed by the School Board shall be transferred to the Board and shall retain the same experience credit for seniority purposes with the Board.

NY.13.0. - SURPLUS PROCEDURES

NY.13.1. (a) Those Teachers having the least seniority as listed in NY.12.1. shall be identified in sufficient numbers to enable the Board not later than May 15 to identify any Surplus Teachers after taking into account the special subject and program needs of the Board.

- (b) (i) By April 15, the Board shall consult with and advise the Branch Affiliates of its

special subject and program needs for the following September.

(ii) The approximate number of Teachers necessary to staff each program or subject area designated as special to the Board's needs shall be forwarded to each Branch Affiliate on or before May 1.

(iii) When a program or subject area which has been designated as special to the Board's needs does not have a full Teacher complement and after Teachers who have applied for transfer to a program or subject area which has been designated as special have been considered, a Teacher declared surplus who possesses suitable qualifications in that program or subject area shall be offered the position in order of seniority.

(iv) Teachers currently teaching in, or on leave from, the above programs or subject areas shall be declared surplus only according to the following conditions:

(a) when the number of Teachers required in N.Y. 13.1 (b)(ii) above is less than the number of Teachers currently teaching in, or on leave from, the above program or subject area, then

(b) those Teachers in, or on leave from, the above program or subject areas, with the least seniority in

the system, shall be subject to the surplus procedures of NY.13.0.

NY.13.2. Subject to the provisions outlined in NY.13.1, Teachers shall be declared surplus on the basis of those having the least seniority.

NY.13.3. No later than May 15, the Board shall notify in writing those Teachers who have been identified as surplus. At the same time each Branch, Affiliate shall be provided with a copy of the list of Surplus Teachers.

NY.14.0. - CAREER COUNSELLING

NY.14.1. The Board and Branch Affiliates shall designate representatives to a consultative committee to further the development of a program to assist Teachers who may be affected by the decline in the number of teaching positions available.

NY.15.0. - PART-TIME TEACHER PROVISION

NY.15.1. A full-time Teacher who requests to teach part-time commencing the following school year either for a specified period or without any period being specified shall make such request prior to the end of the transfer period.

NY.15.2. (a) 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 surplus procedures.

(b) The Teacher shall, for purposes of surplus procedures, be a member of the staff of the school in which the Teacher was teaching part-time.

NY.16.0.- LEAVES-GENERAL

NY.16.1. Prior to going; on leave,, a Teacher is responsible for:

- (a) **securing** information respecting credit for experience toward superannuation, and regarding superannuation payments when on leave, and;
- (b) making arrangements with the Board to continue any payments under C.8.2., that may be continued through the Board when absent on leave.

NY.16.2. The Board, upon the Teacher's request, shall provide, written confirmation of the arrangements made under **NY.16.1.(b)**.

NY.16.3. A Teacher on leave shall be subject to the surplus procedures.

NY.16.4. If a Teacher decides not to return to the Board following a leave of absence, the Board shall be notified as soon as possible of this decision and not later than **May 31** for the following September or **November 30** for the following January.

NY.17.0.- LEAVES OF ABSENCE WITHOUT PAY

NY.17.1. Teacher shall apply in writing to the Director for a leave of absence without pay giving reasons regarding the purpose of the proposed leave; and shall apply not later than **October 15** for leave beginning **January 1** and not later than **April 15** for leave beginning September 1, unless other mutually acceptable dates are arranged.

NY.17.2. A Teacher on a leave of absence without pay shall notify the Board in writing by personal delivery or by registered mail by

May 31 that the Teacher intends to return to work at the conclusion of the leave the following September and by November 30 that the Teacher intends to return to work at the conclusion of the leave the following January.

NY.18.0. - PERSONNEL FILES

NY.18.1. A Teacher shall have access to the Teacher's personnel file upon prior request and in the presence of a Supervisory Officer to be designated by the Director. The Teacher shall also have access to the Teacher's personal in-school data file. The Teacher may copy any material contained in these files.

NY.18.2. The Teacher may be accompanied by one other person who shall have access to such information at the written request of the Teacher.

NY.18.3. A Teacher may request that professionally relevant material be placed in the Teacher's personnel file.

NY.18.4. Only a principal and/or a vice-principal and/or a supervisory officer shall evaluate a Teacher's competence.

NY.19.0. - EVALUATION

NY.19.1. An evaluation report must be placed on file after having been seen by the Teacher.

NY.19.2. (a) The Teacher shall have the right to make written comments if so desired.

(b) The Teacher shall have the right to sign the evaluation report as having been seen only. This opportunity shall occur before anyone other than the Teacher and the evaluator sees the evaluation report.

(c) In the event that the Teacher refuses to sign, this fact shall be stated on the material that is placed in the file.

NY.19.3. If the Teacher disputes the accuracy or completeness of any such information other than a Teacher's performance evaluation, the Board shall, where possible within 15 days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information.

NY.20.0.- GENERAL

NY.20.1. The Board agrees to furnish to the Branch Affiliates in response to reasonable requests and at reasonable cost to the Branch Affiliates concerning the educational financial resources of the Board, including: (1) size; (2) audited financial statements; (3) personnel requirements as presented to the Board for review. The Board shall report shall be filed as follows:

(a) By September 15 a report on the status of allocations based on the September budgeted amounts

(b) By October 15 a report on the detailed distribution of all elementary affiliated Teacher salaries and school staff, and the cost of a school on a school basis, as of September 30.

(c) By February 15 a similar report based on January budgeted amounts

NY.20.2. The Board agrees to maintain a Register of current Board members. This Register will be available in each school for the use of Teachers.

NY.20.3. The Board will continue, wherever possible, to consult with Branch Affiliates on matters directly affecting the Teachers.

NY.20.4. The Branch Affiliates shall have access to the Board's courier service at no cost to the Branch Affiliates.

NY.20.5. The Board will continue to provide the Branch Affiliates with copies of printed and written materials which are provided to members of the Board, other than in Private Session.

NY.21.0. - LUNCH PERIODS

NY.21.1. Each Teacher shall be entitled to a lunch period of not less than 40 continuous minutes per day free from teaching, supervisory or administrative duties.

NY.22.0. - WORKING CONDITIONS

NY.22.1. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube-feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

NY.22.2. Except as may be required by law, no Teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.

NY.23.0. - TEACHER ABSENCE

NY.23.1. A qualified occasional teacher may be provided for every in-school Teacher absence with the exception of principals, vice-principals and those Teachers who do not have regular classroom duties.

NY.23.2. The Board recognizes the importance of support staff who are not assigned specific classroom duties as an integral part of the school program, and, therefore, they shall not normally be used in place of occasional teachers as set out in this Local Agreement or the Central Agreement.

NY.24.0.- ELEMENTARY SCHOOL COMMITTEES

NY.24.1. Each elementary school shall have a School Committee to which representatives are elected annually by the total teaching staff. The size of this Committee shall be the prerogative of the local school. The principal and vice-principal shall be members of this Committee. The School Committee shall meet as required to fulfil its responsibilities under NY.23.0.

NY.24.2. The responsibilities of the School Committee shall include:

- (a) Developing models for consideration of the total staff for distribution of staff based on projected enrolment and staff allocation. The final model is subject to review and approval by the Superintendent of Schools.
- (b) Proposing to the total staff a yard duty schedule which will equitably distribute this task among all staff and give consideration to other extra-curricular school activities of all staff and to make every reasonable effort to ensure that staff assigned supervision duties during the recess periods have some relief following those duties.
- (c) Considering the proposed in-school budgets and making recommendations to the principal regarding their disposition.

(d) Developing a model for the consideration of the total staff, regarding procedures for staff meetings, provisions for the lunch period, and the utilization of occasional teacher days.

(e) Developing a model for the consideration of the total staff, regarding the implementation and monitoring of preparation time. This model is subject to review and approval by the Superintendent of Schools.

NY.25.0.- CENTRAL CONSULTATIVE COMMITTEE

NY.25.1. The Board agrees to continue a Central Consultative Committee composed of up to three representatives named by the Branch Affiliates and up to three representatives appointed by the Board. At a first meeting of the Central Consultative Committee, tentative dates for future meetings may be established. The Committee shall meet at least four times during any school year and shall make recommendations through the Director to the Board on the following matters and any such matters as may be referred to it by the Board, the Branch Affiliates or by the administration:

(a) The monitoring of preparation time in the schools.

(b) The procedures for selection, application, criteria and duration for leaves in accordance with C.3.0. The number of such leaves for elementary affiliated Teachers for the following school year shall be recommended to the Board during the annual budget deliberations of earlier that year.

(c) The transfer procedures exclusive of those pertaining to principals and vice-principals.

(d) Qualifications for all positions of responsibility held by elementary affiliated Teachers.

NY.25.2. Matters for discussion shall not include matters that are under negotiation or matters that are in the grievance process.

NY.26.0.- SCHOOL YEAR CALENDAR COMMITTEE

NY.26.1. A School Year Calendar Committee shall be struck which shall include representatives from the Branch Affiliates, to recommend the number and general purpose of Professional Activity Days.

NY.27.0.- STAFF ALLOCATION COMMITTEE

NY.27.1. There shall be a Staff Allocation Committee which shall meet no less than five times in each school year; and which shall consist of the following members:

(a) up to three members of the administration designated by the Director,

(b) the president of each Branch Affiliate,

(c) one representative of the Branch Affiliates, who is also a member of the principals' association; if one or both of the Branch Affiliate presidents is a principal, then the Branch Affiliate presidents shall appoint another representative,

(d) other members who may be determined as resource personnel

from time to time by either the administration or the Branch Affiliates.

NY.27.2. The Director shall designate a member of the administration from NY.26.1.(a) to chair this Committee.

NY.27.3. The Committee shall discuss and make recommendations to the Director on the following:

(a) program types and numbers to be protected,

(b) methods for allocating staff to the schools,

(c) any such matters as may be referred to it by the Board, the Branch Affiliates or by the administration.

NY.27.4. The Committee shall receive and review the following data:

(a) projected annual enrolments for each school,

(b) staffing generated by formula from Metro,

(c) the number of staff allocated to each school by function.

NY.28.0. - APPOINTMENT TO POSITIONS OF RESPONSIBILITY

NY.28.1. A Teacher shall not be assigned duties regularly involved in recognized positions of responsibility unless mutually agreed upon between the Teacher and the appropriate supervisory officer.

NY.28.2. All vacancies for positions of responsibility, shall be advertised at all locations where elementary Branch Affiliate Teachers are employed, prior to appointment.

NY.28.3. Notwithstanding any other provision of this Agreement, the Board may fill a vacant central position of responsibility which becomes vacant during the school year, for the remainder of the school year without advertising such position. Such appointment shall be an acting appointment, shall end at the end of the school year and shall then be subject to the procedure outlined in NY.27.2. The acting appointment shall be posted as soon as possible at all locations where elementary Teachers are employed.

NY.29.0.- MISCELLANEOUS

NY.29.1. No Teacher shall be required to perform as part of the Teacher's regular duties any duties, normally and regularly performed by members of the secretarial or caretaking staff. This shall not preclude the participation of the Teacher in incidental duties associated with the instructional program or in those duties prescribed in Regulation 282 and the Education Act.

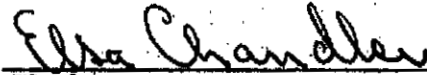
NY.29.2. The Board and the Branch Affiliates agree that none of their rights and responsibilities shall be exercised in a manner inconsistent with or contrary to the provision of this Local Agreement and the prevailing statutes governing education in the Province of Ontario.

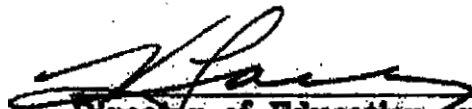
The appended letters of understanding and letter of intent are incorporated into and made part of this Agreement.

The execution of this Agreement shall also constitute execution of the appended letter of understanding and the letter of intent.

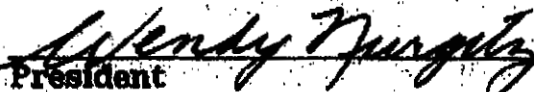
IN WITNESS WHEREOF the Board has caused to be affixed hereto its respective seals attested to by the hands of its proper officers duly authorized in that behalf and the Branch Affiliates have by the hands of their duly authorized representatives executed this Agreement.

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


Chairman

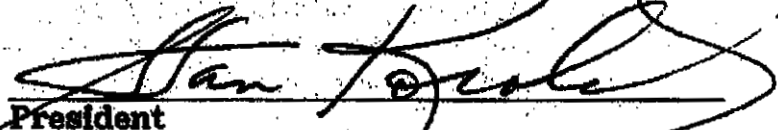

Director of Education and
Secretary-Treasurer

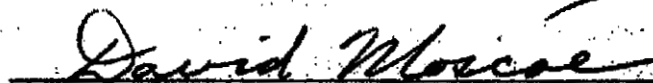
**The North York Women
Teachers' Association**


President


Negotiator

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


President


Negotiator

LETTER OF UNDERSTANDING
re: Junior High Schools

With reference to Article D.2.9., in any junior high school, the Board shall not pursue hiring practices which willfully discriminate on the basis of teacher affiliation save and except to comply with the law.

LETTER OF INTENT
re: French Retraining

The parties agree that Teachers who have been retrained in French as of January 1988 at the Board's expense, will not be subject to the Surplus Procedures during the 1985-88 school year. In the event that the Board continues to send Teachers for retraining in French in subsequent years, such Teachers will not be subject to the Surplus Procedures in the school year in which the retraining occurs and the school year following.

LETTER OF UNDERSTANDING
re: Pay Schedule

Notwithstanding NY 10.0, and subject to mutual agreement with the branch affiliate representing the secondary school teachers of the Board, the pay schedule in June, commencing in 1993, shall be amended as follows:

- (a) 8% of "Total" Salary on the school day immediately preceding the sixteenth (16th) of June; and
- (b) 12% of Total Salary on the last school day in June.

LETTER OF UNDERSTANDING
re: Appointments and Transfers
of Principals and Vice-principals

It is understood that the Board will endeavour to make appointments and transfers of principals and vice-principals as early as possible to facilitate school transfers.

I N D E X

	<u>Page</u>
Allowances	
Cost of Living (COLA)	30
Other Allowances	29
Mileage	43
School Related Expenses	29
Travel	29
Other Responsibility Allowances and/or Alternatives	26, 43
Consultant	26
Program Leader	32
Convener - Elementary School	37
Co-ordinating Chairperson (JHS)	37
Major Chairperson (JHS)	37
Minor Chairperson (JHS)	37
Assistant Chairperson (JHS)	37
Positions of Responsibility	26, 32
Post Graduate Degrees	27
Responsibility Allowances	26, 36
Continuing Education	115
Special Education	28
Amendments to this Agreement	17, 137
Application of this Agreement	8, 137
Appointment to Positions of Responsibility	152
Appointments and Transfers of Principals and Vice-principals, Letter of Understanding	156
Arbitration and Grievance Procedure	10, 137
Continuing Education	109
Grievance Form	18
Benefits, Insured Employee	45
Change of Carrier	72
Dental Health Care	69
Extended Health Care	68
Life Insurance	70
Group Life Insurance Plan	70
Joint Management Committee	71
Provisions for	
Part-time Teachers	73
Retired Teachers	73
Spouse of a Deceased Teacher	73
Semi-Private Hospital Care	69
Unemployment Benefits (SUB) Plan	51, 80
Unemployment Insurance Commission Rebate	72

	<u>Page</u>
Calculation of a Day's Salary	29
Career Counselling	144
Category Placement	22
Central Consultative Committee	149
Continuing Education Teachers	109
Grievance and Arbitration Procedure	109
Illness and Bereavement	116
Individual Rights	113
Notice of Grievance by the Carrier and Branch Affiliate	109
Notice of Intent to Proceed to Arbitration	110
Continuing Education Teachers (cont'd)	
Responsibility Allowances	115
Salaries	113
Staffing	115
Copies of Agreement and Salary Statement	9
Cost of Living Allowance (COLA)	30
Definitions	2,136
Delivery of Programs and Services for Students Identified as Trainable Retarded, Letter of Understanding	130
Dental Health Care Plan	69
Employee Benefits (see also Benefits and Leaves)	45
Employment Standards Act, Excerpt from re: Pregnancy and Parental Leave	75
Evaluation	153
Extended Health Care Benefits	68
Extended Parental Leave	50
Federation Business Leave	57
Four Over Five Plan	55
Form of Agreement	86
French Retraining, Letter of Intent	156
General	146
Grievance-Arbitration Procedure	10,137
Continuing Education	109
Grievance Form	18
Group Life Insurance Plan	70
Holiday and Vacation for 12 Month Co-ordinators/Assistant Co-ordinators	29
Illness and Bereavement, Continuing Education	116
Implementation, Letter of Understanding	127
	157

	<u>Page</u>
Implementation of Preparation Time, Letter of Understanding	131
Individual Rights	138
Continuing Education	113
Insurance	
Group Life	70
Joint Management Committee	71
Unemployment Insurance Commission Rebate	72
Insured Employee Benefits (see also Benefits)	68
Joint Management Committee, Life Insurance	71
Junior High Schools, Letter of Understanding	156
Leaves	
Credit of Teaching Experience while on Leave	59
Extended Parental	50
Federation Business	57
Four Over Five Plan	55
Form of Agreement	86
General	145
Miscellaneous	45
Parental	50, 75
Pregnancy	49, 75
Sick	59
Special Training Assignments	54
Specimen Agreement for Leave with Pay	83
Supplemental Unemployment Benefits (SUB) Plan	51, 80
With Pay	52
Without Pay	56, 108, 145
Letters of Understanding	
Appointments and Transfers of Principals and Vice-principals	156
Delivery of Programs and Services for Students Identified as Trainable Retarded	130
Implementation	127
Implementation of Preparation Time	131
Junior High Schools	156
North York Long Courses	126
Pay Schedule	156
Preparation Time	128
Lunch Periods	147

	<u>Page</u>
Mileage Allowance	43
Miscellaneous Leaves	
With Pay	52
Without Pay	56,108,145
North York Long Courses, Letter of Understanding	126
Parental Leave	50,75
Part-time Teacher Provision	104,144
Sick Leave Credit Gratuity	105
Pay Schedule, Letter of Understanding	156
Payroll Deductions	138
Personnel Files	146
Positions of Responsibility	
Allowances	26,32
Salary Grids	24
Continuing Education	114
Pregnancy Leave	49,75
Employment Standards Act Excerpts	75
Preparation Time	74
Implementation, Letter of Understanding	131
Continuing Provisions, Letter of Understanding	128
Prohibition Against the Use of Sanctions	10,137
Provisions for	
Part-time Teachers	73,104
Retired Teachers	73
Spouse of a Deceased Teacher	73
Provision of Data	99
Purpose of this Agreement	2,136
Recall Procedures	105
Recognition	2,136
Recovery of Overpayment/Underpayment	30
Responsibility Allowance	26,36
Continuing Education	115
Retraining	106
Salary Grids	
Calculation of a Day's Salary	29
Overpayment/Underpayment, Recovery of	30
Payments by Bank Deposit	138

	<u>Page</u>
Salary Grids (cont'd)	
Placement on Grids	21
Positions of Responsibility	24
Continuing Education	114
Teachers	19
Continuing Education	113
Sanctions, Prohibition Against the Use of	10,137
School Year Calendar Committee	150
School Related Expenses, Allowance for	29
Semi-Private Hospital Care Plan	69
Seniority Procedures	139
Service Gratuities	67
Sick Leave	59
Credit Gratuity	66
Special Leave of Absence - Four Over Five Plan	55
Special Training Assignments	54
Spouse of a Deceased Teacher, Provision for	73
Staff Allocation Committee	151
Staffing	
Continuing Education	115
Levels	91
for the Year Following Termination	
of this Agreement	100
Procedures	91
Staff Allocation Formula	93
Supplemental Unemployment Benefits	
(SUB) Plan	51,80
Surplus Procedure	101,142
Teacher Absence	148
Teaching Experience	
Credit of while on Leave	59
Term of Agreement	8,136
Travel Allowance	29
Unemployment Benefits (SUB) Plan	51,80
Unemployment Insurance Commission Rebate	72
Vacation, and Holiday, for 12 Month	
Co-ordinators/Assistant Co-ordinators	29
Working Conditions	148

167