

COLLECTIVE AGREEMENT

BETWEEN:

TORONTO FRENCH SCHOOL



(hereinafter referred to as the “**Employer**” or the “**School**”)

OF THE FIRST PART

-and-

ALLIANCE DES ENSEIGNANTS DE LA TORONTO FRENCH SCHOOL

(hereinafter referred to as the “**Alliance**”)

OF THE SECOND PART

TERM OF THE AGREEMENT:

September 1, 2002

To

August 31, 2005

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THIS AGREEMENT made and entered into as of September 1, 2002

BETWEEN:

THE TORONTO FRENCH SCHOOL

(hereinafter referred to as the "**Employer**" or the "**School**")

OF THE FIRST PART

- and -

ALLIANCE DES ENSEIGNANTS DE LA TORONTO FRENCH SCHOOL

(hereinafter referred to as the "**Alliance**")

OF THE SECOND PART

ARTICLE I

PURPOSE

- 1.01** The general purpose of this Agreement is to provide orderly collective bargaining relations between the Employer and its teaching staff represented by the Alliance and to whom this Collective Agreement applies, to provide for the prompt and fair disposition of grievances, and to provide mutually satisfactory working conditions, including salaries, allowances and related benefits, with due regard to the efficient operation of the School.

ARTICLE 2

SCOPE & RECOGNITION

- 2.01** This Agreement shall apply to all full and part-time teachers, a person who performs substantial teaching responsibilities (and also holds an administrative position such as Vice-Principal in relation to such teaching responsibilities), Conseiller pédagogique, Co-ordinator for French Examinations, Co-ordinator for Supervision of Extended Essays, Extended Essay Coordinator, IB Co-ordinator, Level Co-ordinators, Dept. Head, House Head, guidance counsellor, librarian, Assistant for Language Laboratory, Student Affairs Coordinators, Primary Curriculum Coordinator, Senior Teachers, Mentors, Supernumerary Teacher, Department Coordinators, Curriculum Leaders, Teacher Responsible for IT Integration and retired employees hired on a contract basis pursuant to Article 11.05 at Metropolitan Toronto and Mississauga, save and except Head, Assistant Head, Principals, Director of Primary Studies, Director of French Studies, Director of Curriculum,

Dean of Student Affairs, Psycho-Educational Consultant, Branch Supervisors, persons above the rank of Branch Supervisor and persons solely engaged in a clerical, administrative or support capacity.

2.02 a) For the purpose of clarity, (i) child-care staff, lunchroom supervisors, surveillants and the like shall be deemed to be excluded from the bargaining unit as persons solely engaged in a support capacity and (ii) a person who performs substantial teaching responsibilities and also holds an administrative position such as Vice-Principal shall be deemed to be excluded from the bargaining unit in relation to such administrative position but not in relation to such teaching responsibilities. Insofar as a person referred to in this Article 2.02 has substantial teaching responsibilities, such person shall be required to adhere to the Employer's standards of confidentiality, conflict of interest, etc. A person referred to in this Article 2.02 shall in any event not be eligible for election to the executive of the Alliance; provided that if any such person holds such a position or seeks such a position, there shall be no right or remedy on the part of the Alliance or any other person against the Employer.

b) The School and the Alliance are in agreement that there will be no changes to Articles 2.01 and 2.02 with respect to the exclusion of Vice-Principal positions from coverage under the bargaining unit. It is agreed that if a staff member holds joint appointments, both as a teaching member of staff and as a Vice-Principal, only that portion of their employment that pertains to their teaching position will be covered under the collective agreement

2.03 For purposes of clarity, it is agreed that the following employees and employments will not be subject to the terms of this Agreement and such employees will not, in the circumstances noted below, be regarded as carrying out the work of any member of the bargaining unit:

- a) supply teachers recruited to provide teaching services during a temporary absence of a teacher; an absence shall be deemed to be temporary so long as it is not reasonably contemplated to extend beyond three months; and
- b) students (including visiting or exchange students) engaged in part-time educational assistance programs, provided that they are not engaged in teaching any classes normally taught by teachers who are members of the bargaining unit, and are not engaged, other than in accompaniment with or under the direct supervision of a teacher who is a member of the bargaining unit, in the teaching of any class of more than eight students.

2.04 The Employer shall not employ non-Alliance members as teachers if the result would be to reduce the teaching load of any part-time teacher or to reduce a full-time teacher to part-time status or to replace an employee declared surplus.

- 2.05** The Employer recognizes the Alliance as the sole collective bargaining agent for all teachers of the Employer in the bargaining unit defined above.

ARTICLE 3

MANAGEMENT RIGHTS

- 3.01** The Alliance recognizes and acknowledges that the right to manage and conduct the business and affairs of the Employer is fixed exclusively in the Employer and without limiting the generality of the foregoing the Alliance acknowledges that it is the exclusive function of the Employer to:
- (a) select, hire, transfer, promote, demote, lay-off, recall employees and select employees for positions excluded from the bargaining unit;
 - (b) maintain order, discipline and efficiency and in connection therewith to make, alter, publish and enforce reasonable rules and regulations, policies and practices to be observed by employees covered by this Collective Agreement and to discipline or discharge employees for just cause or unsatisfactory service;
 - (c) determine programs and activities of the School, the number of employees to be employed, teaching and other duties and responsibilities of employees; the number of students to be allocated to a program, class size, the assessment of staff, the designation of positions of responsibility and the selection of individuals to positions of responsibility, working hours, the school year and the holidays to be observed, and such other aspects of the Employer's jurisdiction as are in compliance with the prevailing statutes and regulations pertaining to education in the Province of Ontario; and
 - (d) have the sole and exclusive jurisdiction over all operations, buildings, facilities and equipment.
- 3.02** The Employer agrees that it will not exercise its functions in a manner inconsistent with the provisions of this Agreement.
- 3.03** The exercise of any of the above rights may be the subject matter of a grievance and/or arbitration as provided for in this Agreement.
- 3.04** The Employer shall consult with the Alliance prior to implementing any change to the school year or to the regularly scheduled holidays.

ARTICLE 4

ALLIANCE SECURITY

- 4.01** As a condition of employment, all employees shall become and remain members in good standing of the Alliance within thirty (30) days of their hiring.
- 4.02** The Employer shall deduct regular monthly Alliance dues at the rate confirmed in writing by the Alliance from the wages of all employees covered by this Collective Agreement and shall remit the amount so deducted to the Treasurer of the Alliance.
- 4.03** The Alliance shall indemnify and save harmless the Employer against any and all suits, actions, causes of action, claims and demands or any other form of liability arising as a result of any action taken by the Employer for the purpose of complying with this Article.

ARTICLE 5

PROHIBITION AGAINST USE OF SANCTIONS

- 5.01** In view of the orderly procedure established by this Agreement for the settlement and handling of grievances, the Alliance agrees that, during the lifetime of this Agreement, there will be no strike, withdrawal of services, or other interference with the operation of the School, either complete or partial, and the Employer agrees that there will be no lock-out of the employees.

ARTICLE 6

NO DISCRIMINATION

- 6.01** There shall be no discrimination by the Alliance, the Employer, or any employee against any employee or student on any ground prohibited by the Ontario Human Rights Code or on the basis of membership in, or activities on behalf of, the Alliance, or for any grounds not rationally related to his/her employment.

ARTICLE 7

GRIEVANCE PROCEDURE

7.01 The purpose of this Article is to establish a procedure for the settlement of grievances.

7.02 An employee who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement may discuss his/her complaint with his/her Principal. A representative of the Alliance may be in attendance at the request of either the employee or the Principal. Such a complaint shall be brought to the attention of the Principal within ten working days of the date on which the grievor became aware or ought to have become aware of the incident giving rise to the complaint. The Principal shall state his/her decision orally within ten working days of receiving the complaint.

STEP 1

Should the employee be dissatisfied with the Principal's disposition of the complaint, he/she may, with the assistance of a representative of the Alliance, refer such matter on a written grievance form to his/her Principal, who shall answer the grievance in writing within ten working days. The complaint shall constitute a formal grievance at Step 1 and shall be filed within ten working days of receipt of the reply of the Principal to the complaint. The grievance shall contain a brief statement of the facts relied upon and the alleged violation of the Collective Agreement, including the specific article or articles alleged to have been violated, if any, indicate the relief sought and be signed by the employee.

STEP 2

Should the complaint be unresolved following the disposition of the grievance at Step 1, the grievance may be referred by the employee to the Head, who shall answer the grievance in writing within ten working days. The grievance shall be filed with the Head within ten working days of receipt of the reply of the Principal at Step 1. If the grievance is not settled at Step 2, it may be referred to arbitration as hereinafter provided.

7.03 The Alliance or the Employer may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten working days of the date upon which the grieving party became aware or ought to have become aware of the incident, shall be in the form prescribed in Step 1 and shall be signed by the grieving party. Any such grievance may be referred to arbitration under Article 8 by either the Alliance in the case of an Alliance grievance or the Employer in the case of an Employer grievance. The Alliance may not institute a grievance directly affecting an employee or employees which such employee or employees could themselves institute in order to bypass the regular grievance procedure.

7.04 Any complaint or grievance which is not commenced or processed through the next stage of the Grievance or Arbitration Procedures within the time specified shall be deemed to have been dropped. However, time limits specified in the Grievance Procedure may be extended by mutual agreement in writing between the Employer and the Alliance.

- 7.05** No grievances may be submitted concerning the termination of employment of a probationary employee provided that the Employer's decision to terminate a probationary employee shall not be exercised in a discriminatory fashion nor shall such decision be made in bad faith.

ARTICLE 8

ARBITRATION

- 8.01** Where a difference arises between the parties relating to the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable, or where an allegation is made that this Agreement has been violated, either party may, after exhausting the Grievance Procedure established by this Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the Arbitrator selected in accordance with Article 8.02 and shall be delivered to the other within twenty working days of the reply under Step 2 of the Grievance Procedure.

- 8.02** An Arbitrator shall be selected in rotation from the following panel:

Martin Teplitsky
Jane Devlin
Rick MacDowell
Susan Tacon
Gerald Charney
M.G. Mitchnick
Graeme McKechnie

In the event that the Arbitrator selected by the parties is unable to act or is unable to schedule a hearing within four months, the particular case shall be referred to the next named Arbitrator. In the event that no Arbitrator is able to act or no Arbitrator is able to schedule a hearing within four months, the parties may agree on another Arbitrator or request the Minister of Labour to appoint an Arbitrator.

- 8.03** The Arbitrator shall hear and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the parties and upon any employee affected by it.
- 8.04** No person may be appointed as an Arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 8.05** The parties will jointly share the expenses of the Arbitrator.
- 8.06** The Arbitrator shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this

Agreement.

ARTICLE 9

REPRESENTATION

- 9.01** The Employer will recognize a Negotiating Committee of not more than six employees who are in the employ of the Employer for the purpose of renegotiating this Collective Agreement.
- 9.02** The Alliance shall notify the Employer, in writing, of the names of its officers and the members of the Negotiating Committee as they are from time to time selected and the Employer shall not be required to recognize any such officer or committee member until it has been so notified.
- 9.03** Alliance officers and committee members have their regular duties to perform on behalf of the Employer. Therefore, an officer or committee member shall not leave his/her duties nor interrupt the performance of the duties of any other employee in order to deal with any grievance or other Alliance business with the Employer without first obtaining the permission of his/her Principal. The permission of the Principal shall not be unreasonably withheld. In the event that an Alliance officer or committee member is not released from duty to attend a meeting with the Employer, such meeting will be rescheduled to a mutually satisfactory time.
- 9.04 Joint Relations Committee**
- a) A Joint Relations Committee shall be established for the purpose of discussing matters of concern to either party, including workload, and to make recommendations regarding these matters. The Committee shall be composed of three (3) members from the Alliance and three (3) members from the School, including a representative of the Board. The chairmanship shall be rotated at each meeting. The committee shall meet once in October and additionally at the request of either party as required. After each meeting the Committee will write either a) a report on progress and/or decisions or b) a recommendation for action. Administrative assistance shall be made available by the School. Reports containing recommendations shall be submitted to the Head of School, the Board and the Alliance during each term. Where the Committee cannot reach a consensus, the representatives from each party may submit a separate report. In the event of an impasse, either party may request that the Committee be chaired by an independent chairperson who shall attempt to facilitate consensus, but shall have no power to make a binding decision. The costs of the chairperson shall be borne equally by the parties. The chairperson shall be Graeme McKechnie or as otherwise agreed upon between the parties from time to time provided that, if the chairperson is unavailable or otherwise unwilling to act, the parties shall agree upon another chairperson and, in the event of disagreement, shall agree to request the assistance of one of the persons specified in Article 8.02.

- b) It is agreed that the Director of Human Resources will not be a member of the Joint Relations Committee but may be called on as a resource person by the Committee as they deem appropriate.

9.05 Timetable Committees:

Joint Committees composed of teacher representatives of the respective branches (Mississauga, Junior School and Senior School) and the School's administration shall meet on a regular basis to consider timetabling issues for the following year. These committees will submit their recommendations to the Head's Council. The School will consider in good faith the recommendations of the Committees. The School will submit a written response to the recommendations and where the recommendations are not agreed to by the Head's Council, will provide the reasons for their response.

9.06 Calendar Committee:

A joint committee composed of teacher representatives of all branches, parent representatives and representatives of the School's administration shall meet on a regular basis to consider issues regarding the School calendar for the following year and submit their recommendations to the Head's Council. The School will consider in good faith the recommendations of the Committee. The School will submit a written response to the recommendations and where the recommendations are not agreed to by the Head's Council, will provide the reasons for their response.

- 9.07 a)** The President of the Alliance shall be provided with up to 50% release time provided the President's work schedule permits it. The Alliance shall reimburse the School for the amount of the Teacher's compensation (including benefits and registered retirement savings plan contributions) proportional to the release time.

- b)** Release time may be extended at the sole discretion of the Principal subject to the Alliance submitting an application in writing for additional release time by April 15th, preceding the September in which it is to take effect. This extension may be granted for a one year period and is subject to the staffing needs of the School.

- 9.08** The Alliance shall be provided with an office on the school premises to conduct its affairs.

ARTICLE 10

BULLETIN BOARDS

- 10.01** The Employer shall install a bulletin board in the staff room at each Branch upon which the Alliance shall have the right to post notices relating to the Alliance's business. All such notices must be signed by the Alliance President or Branch Representative prior to their being posted. Copies of all such notices shall be provided to the Employer for information purposes.

ARTICLE 11

SURPLUS/REDUNDANCY AFFECTING SENIORITY TEACHERS

- 11.01** In the event of a surplus staff situation involving teachers with seniority, the Employer shall determine the employees to be terminated and so notify the employee and the Alliance in writing.

Should a reduction in the number of teachers be required for any reason other than an indicated decline in enrollment, the School will provide notice of the possible termination of contract no later than the last working day prior to the December holiday in respect of the succeeding academic year.

Should a reduction in the number of teachers arise out of an indicated decline in enrollment, the School will provide notice of a possible termination of contract no later than April 30 in respect of the succeeding academic year. Should no decline in enrollment occur, the notice shall be withdrawn.

For the purposes of this Article, an indicated decline in enrollment shall mean any anticipated decline in either the total number of students at a Branch or an anticipated decline in the number of students in a particular subject or course, as determined by the School in its discretion and based on the evidence available to the School at that time.

Nothing in the foregoing clauses shall oblige the School to maintain the employment or remuneration of employees in those circumstances where the School is forced, by reasons beyond its control, to discontinue all or a part of its operations. The foregoing shall not entitle the Employer to discontinue the employment of an employee who engages in a lawful strike against it in accordance with the provisions of the Labour Relations Act.

- 11.02** In determining a reduction or recall of employees, the employee with the least seniority shall be the first to be laid off and the employee with the most seniority shall be the first to be recalled provided the employee has the necessary skill and ability to perform the required duties.
- 11.03** Employees declared surplus shall be placed on a mailing list and for a period of two years after termination shall be given first consideration for vacant positions in accordance with the principles contained in Article 11.02.

11.04 Notice of Resignation

The Alliance and each individual teacher in the bargaining unit agree that a teacher shall provide to the School not less than five months' notice of resignation where possible and not later than March 31 in each year. Each individual teacher who has not delivered such a notice of resignation shall be deemed to have

entered into an individual teaching contract with the Employer consistent with the provisions of this Agreement. It is understood that, where a teacher has a pending application for employment elsewhere, it is open to that teacher to approach the Employer prior to March 31 in any year to seek an extension to such March 31 date as regards such teacher only, which extension may be granted in the reasonable discretion of the Employer.

11.05 Mandatory Retirement

Where an employee becomes 65 years of age during the School year or prior to the commencement of the next following school year, such employee shall retire at the end of the then current school year. Nothing herein shall preclude the Employer from hiring a retired employee pursuant to a contract having a term of one year or less, and so on from time to time, provided such hiring does not create a surplus staff situation or reduce the teaching load of other employees.

ARTICLE 12

PROBATION

12.01 All employees shall commence their employment in the rank of a probationary employee unless the appointment is made on a temporary basis under Article 12.05. Subject to Article 7.05, the employment, advancement or discharge of a probationary employee shall be governed by the provisions of Article 12. An employee shall be considered probationary for a period of two years from the date he/she commences his/her employment.

12.02 The Employer shall provide the Alliance and the probationary employee with written notice that one of the following shall apply:

- a) the probationary employee is confirmed and appointed by the Head as a permanent member of the teaching staff of the School; or
- b) the probationary employee's period of probation is being extended for a further term which may not exceed one calendar year; or
- c) the probationary employee will not be retained and shall leave the School at the end of the school year in which such notice is given.
- d) The Employer shall give written reasons to an employee receiving notice under c) and as part of his/her performance review where applicable.

Notice given under a), b) or c) can be provided at anytime during the probationary

period or at the latest by April 15th, for employees with a hire date of September 1st. For employees commencing after the start of the school year, notice under a), b) or c) can be provided at anytime during the probationary period or at the latest, 2 months prior to the anticipated change in status.

The School shall provide the Alliance and the probationary employee written reason(s) for the extension of the probationary period. The right to extend the probationary period shall not be exercised in a manner which is discriminatory, arbitrary or in bad faith. In the case of an extension of the probationary period, only one further year of probation shall be permitted.

- 12.03** A probationary employee who is confirmed and appointed as a permanent member of the teaching staff shall have seniority dating back to the most recent date he/she commenced his/her employment.
- 12.04** Temporary employees may be hired to teach at the School for a specific purpose or length of time on the basis that, at the time of the temporary hiring, neither the Employer nor the temporary employee intended the contract or engagement to be renewed. The Collective Agreement applies to all such temporary employees with the exception of supply teachers excluded by Article 2.03. The employment of the temporary employee shall end at the earlier of the conclusion of his/her contract or the conclusion of the specific purpose for which the temporary employee was hired.

ARTICLE 13

INFORMATION

- 13.01** The Employer shall provide to the Alliance, on or before October 1, a list of statistical information concerning full and part time employees including the following:
- (a) qualifications, leaves, seniority, years of teaching experience inside the School, positions of responsibility at the School, placement on the salary grid, compensation for particular responsibilities, actual salary received; and
 - (b) period allocation for teaching, positions of responsibility, duties and extra-curricular activities.

This list shall be updated during the course of the year upon request and the Alliance shall be provided with a copy of such updated list as soon as reasonably practicable.

- (c) enrollment figures by grades, branches and by options to be provided by

April 17th and updated on September 15th.

- 13.02** Upon prior written request, every employee shall have access during normal business hours to that employee's personnel file in the presence of a representative of the Employer. The employee may at his/her expense photocopy any information contained in such an employee's personnel file.

The employee, when having access to that employee's personnel file, may be accompanied by a member of the Executive Committee of the Alliance, designated by the employee and the following provisions shall apply to an employee's personnel file;

- (a) Any documents, including, without limitation, those referring to the competence, character or professional practice of an employee, whether positive or negative, which are to be placed in an employee's personnel file, shall be copied to the employee as soon as reasonably practicable after they are so placed.
- (b) If the employee disputes the accuracy or completeness of any such document in (a) above, the Employer shall, within ten teaching days from receipt of the written request of the employee, confirm its original position or amend the document or remove same from the employee's personnel file and notify the employee of its decision.
- (c) An employee shall have the right to add his/her comments to any document(s) within ten teaching days from receipt of a copy of such document(s) provided that no inference shall be drawn from any failure by the Employer to respond to any such comments.
- (d) Where the Employer removes or amends document(s), the Employer shall, at the request of the employee, notify in writing all persons who received a report from the Employer based on such document(s).
- (e) During a grievance procedure, the Employer shall neither use nor refer to any documents referring to the employee which have not been placed in the employee's personnel file (whether before or after the commencement of such grievance procedure) or which have been placed in the employee's personnel file in any material respect in violation of one or more of the provisions in (a), (b) and (c).

When a grievance has been filed under the procedures laid down in this Agreement, no mention shall be made of the existence nor of the substance of said grievance by the Employer to prospective new employer(s) of the grieving employee or by the Employer or the employee to any outside person or body, excluding professional advisers, without the express written

permission of the person bringing the grievance.

At any time, an employee, at his/her request, shall be entitled to receive such form of letter of reference as is, in the discretion of the Employer, appropriate in all the circumstances.

All letters of reference written by the Employer will be placed in the employee's personnel file unless otherwise required by the Employer as a condition of granting a letter of reference. No letter of reference written by the Employer shall be introduced as evidence in connection with any grievance.

NOTE: It is understood that the employee's personnel file referred to in the above articles refers to the official personnel files maintained in the Human Resources Department.

13.03 The Employer shall provide to each new employee a copy of the Collective Agreement at the time of hiring, receipt of which shall be acknowledged by the employee. The Employer, in conjunction with the Alliance, shall provide an information package to each new employee, concerning fringe benefits and other relevant information. Every employee shall, upon request, be entitled to obtain a French or an English copy of the Collective Agreement from the School once in each school year.

13.04 The Employer shall make available to the Alliance a meeting room for the conduct of Alliance meetings as they may be scheduled from time to time outside of school hours at no charge. In order that arrangements may be made for the meeting room, the Alliance shall advise the Employer of such a meeting as far in advance of the meeting as possible.

ARTICLE 14

DISCIPLINE & DISCHARGE CASES

14.01 Subject to Article 7.01 and Article 15, an employee shall only be disciplined or discharged for just cause.

14.02 Prior to the imposition of a discharge, an employee shall be advised at a meeting with the Employer of the basis for considering such action unless he/she is a danger to himself/herself or others.

In the event that the Employer proposes to discipline a teacher other than by way of a letter of reprimand, a discharge or a suspension, the Employer shall notify the teacher in writing at least ten teaching days prior to the proposed effective date of the measure. The above notice shall set forth in reasonable detail the proposed disciplinary measure and the grounds therefor.

The teacher shall have the right to a meeting with the Head of School and the Chair of the Joint Relations Committee in connection with any disciplinary measure.

- 14.03** The employee shall be accompanied by an Alliance representative of the employee's choice at any such meeting unless he does not wish such representation.
- 14.04** In the event that an employee is suspended or discharged, that employee shall be given a reason therefor in writing as soon as reasonably practicable thereafter.

ARTICLE 15

UNSATISFACTORY SERVICE

- 15.01** Without prejudice to the Employer's right to discipline or discharge an Employee for just cause, a "Procedure" as hereinafter described is hereby established to ensure effective, quality teaching in the School, and is designed to address instances of unsatisfactory teaching performance or other unsatisfactory service of a non-probationary employee.

The Procedure will usually result in remediation to a satisfactory level of teaching performance or other service. However, it may, in some cases, lead to removal from regular duties, demotion, reduction of remuneration or termination of employment for reasons of unsatisfactory job performance or service.

- 15.02** As soon as reasonably practicable after the Employer becomes aware of concerns regarding a non-probationary employee's performance or regarding other unsatisfactory service, the Employer should discuss the concerns with the employee. The Employer should summarize this discussion in writing to the employee. If the Employer determines that the employee's performance is to be assessed, the Employer will arrange to observe the employee's performance. Following this observation, the Employer will write the employee, clearly outlining either (i) any concerns, indicating the nature of the improvement expected, offering appropriate resources for assistance, and stating a timeline for improvement or (ii) that any concerns regarding the Employee were groundless or have been satisfactorily resolved, in which event the Procedure will be terminated. If, at the end of the time provided, the expected improvement has occurred, the Employer will write the employee accordingly. If, at the end of the time provided, the expected improvement has not occurred, the Employer shall initiate the second phase of the Procedure. The foregoing will constitute the first phase of the Procedure.

- 15.03** The second phase of the Procedure shall be as follows:

- a) The Employer provides to the employee, for signature acknowledging receipt, a

letter which:

- outlines concerns
- states that the Procedure is hereby initiated
- encloses a copy of the Procedure
- confirms that the employee has the right to consult with the Alliance at any point in the Procedure

and sends a copy of this letter to the employee's personnel file and to any arbitrators (as established pursuant to Article 15.05);

- b) The Employer observes the employee in the performance of regular duties, making note of specific concerns. The Employer will give the employee reasonable prior notice that such observation(s) will occur. Although this notice will normally indicate the specific date(s) and time(s), unusual circumstances relating to the particular employee's circumstances may require that the notice indicates a more general timeframe, for example, over the next few days;
- c) The Employer discusses the results of this observation with the employee and summarizes this discussion in a written, signed report (a copy of which shall be placed in the employee's personnel file) to the employee which:
 - confirms specific concerns identified through observation
 - indicates the nature of improvement expected
 - offers appropriate resources for assistance
 - states a timeline for improvement, after which a second evaluation will occur
 - clearly indicates that, at this time, the employee's performance is unsatisfactory and that performance must improve.
- d) The employee is given an opportunity to read the report and provide written comment;
- e) The employee signs the report signifying the employee has read the report, and returns it to the Employer;
- f) The Employer retains one copy of the signed report, provides one copy to the employee, and sends one copy each to the personnel file and to any arbitrators.

15.04 The third phase of the Procedure, if necessary, shall be as follows:

- a) The arbitrators meet with the employee, along with the Employer, review the process to date and identify those areas which will be of particular focus in this evaluation;
- b) The arbitrators observe the employee, noting any area which remains unsatisfactory. As with the Employer, the arbitrators will give reasonable

prior notice of such observation;

- c) The arbitrators discuss the results of this observation with the employee;
- d) The arbitrators consider all information relevant to the process to date, including the most recent discussion with the employee and decide whether:
 - i) the employee's performance has improved to the point of being satisfactory, or
 - ii) the employee's performance remains unsatisfactory.

15.05 If the arbitrators decide that the employee's performance is satisfactory, the arbitrators will so confirm in writing to the employee, indicating that the Procedure is discontinued without prejudice to the Procedure being again commenced in relation to such employee in the future if circumstances so warrant at that time.

If the arbitrators decide that the employee's performance remains unsatisfactory, the arbitrators will prepare a report to the School recommending appropriate action. The arbitrators will advise the employee in writing of the intended action not later than 2 weeks after the observation. Such recommended appropriate action may include removal from regular duties, demotion, reduction of remuneration or termination of employment. A copy of such report shall be sent to the employee's personnel file and to the Alliance. The Employer shall be entitled to implement such recommended appropriate action in its sole discretion.

15.06 For purposes of this Article 15, the arbitrator shall be two or more of the School principals selected by the Alliance.

15.07 Nothing in this Article 15 shall preclude an employee from exercising the grievance procedure set forth in Article 7 where such employee is entitled to do so.

ARTICLE 16

VACANCIES

16.01 Any vacancy in or any new position up to and including Head of the School, Principal, or any other position of responsibility in the School shall, prior to being filled, be posted at all Branches of the School. The posting shall include a job

summary and requirements for the position, including qualifications, experience, language and any other skills required. Any applicant from the School shall be considered in filling such vacancy in a fair and reasonable way.

Copies shall also be mailed to employees declared surplus in accordance with Article 11.03, and to teachers on leaves of absence at the addresses the teachers provided.

- 16.02** An applicant shall notify the Employer of his/her desire to be considered for the advertised position within ten calendar days of the advertisement.
- 16.03** Subject to Section 16.04, in the event that a vacancy in a teaching position appears about to occur the following September, because of a timely notice of a teacher served under Article 11.05, the Employer will post notice of such vacant position for the information of teachers.
- 16.04** The School acknowledges that the position of Department Head, Department Coordinator, or Curriculum Leader, should be filled from within the bargaining unit if in the opinion of the School an appropriately qualified candidate is available. Where, in the opinion of the School, an appropriate person is not available from within the unit, on agreement of the Alliance, which shall not be unreasonably withheld, appointments may be made from outside of the bargaining unit for a one-year term, renewable by mutual agreement between the School and the Alliance.

ARTICLE 17

SALARIES

- 17.01** Salaries shall be as set forth in Schedule "A" attached hereto and forming part of this Agreement.
- 17.02** A Committee shall be established for the purpose of reviewing the qualifications of teachers for category purposes pursuant to Schedule "A", such committee to be comprised of the Head of School, the President of the Alliance and a representative of the School. The School and Alliance representatives may have an advisor at any meeting of the Committee. The teacher must show demonstrable unfairness as a basis for such review, in which case the Committee shall consider all relevant factors and reach a fair decision, which decision shall be final and binding.
- 17.03** For the purpose of advancement on the salary grid, a teacher shall accumulate

years of experience only for time actually taught, except in the case of pregnancy/parental leave as provided for in Article 22.07 (d) and for a year of sabbatical leave or leave under the "4 over 5" program (see Schedule B), to a maximum of one year, pursuant to the provisions of this agreement.

- 17.04** At the beginning of each academic year, a teacher shall elect to be paid according to Plan A or Plan B.

Under Plan A, a teacher will receive 10% of his annual salary in each month of the academic year.

Under Plan B for payment of salary and benefits purposes the teacher will receive his salary spread equally over 12 calendar months from September 1st to the following August 31st.

An employee's plan election cannot be changed during the course of the academic year.

- 17.05** Monthly salaries determined in accordance with Article 17.04 will be paid in two equal installments on the mid-month and end of month pay dates determined by the Employer in its sole discretion.

ARTICLE 18

SENIORITY

- 18.01** Seniority as referred to in this Agreement shall mean the length of continuous service at the School of the Employer and shall be accumulated separately for full-time and part-time teachers.
- 18.02** If a teacher voluntarily terminates employment with the School in accordance with the provisions of this Agreement and the said teacher is then rehired by the School after a period of one year or more from the date of such termination, the teacher's previous years of experience with the School will be recognized by the Employer for the purposes of Schedule "A" to this Agreement.
- 18.03** Each year of experience with the School in a full-time non-teaching position will be recognized by the Employer as a half year of experience for the purposes of Schedule A to this Agreement.
- 18.04** A long term replacement of one year duration in the same position will be included as part of the probationary period of a teacher if a teacher is hired as a probationary teacher in the following year.

ARTICLE 19

TEACHING HOURS

- 19.01** In this Article and this Agreement, a “period” means a single period of 40 minutes and is used as a point of reference. If a period of teaching a regular course exceeds 40 minutes or is less than 40 minutes, then in applying the provisions of this Article, or any other relevant provisions of this Agreement, the provisions shall be pro-rated accordingly.

Changes to actual length of teaching periods shall be subject to consultation with the Alliance prior to their implementation.

- 19.02** Teachers for pre-school classes and Grades 1 and 2 will teach or supervise starting at 8:30 a.m. and ending not later than 4:10 p.m. the same day. Such teachers will have a minimum of 120 minutes of personal preparation time per week with access to the classroom (excluding weeks where there are less than 5 teaching days) during the normal school day.

- 19.03** Subject to Article 19.07, teachers in the Junior School (Grade 3 to 5) shall start each school day at 8:30 a.m. and shall carry out a maximum of 36 periods of teaching and other usual duties per week.

- 19.04** Subject to Article 19.07, teachers in the Middle School (Grade 6 and 7) shall start each school day at 8:30 a.m. and shall carry out a maximum of 32 periods of teaching and other usual duties per week.

- 19.05** Subject to Article 19.07, teachers in the High School shall start each school day at 8:30 a.m. and shall carry out a maximum of 32 periods of teaching and other usual duties per week (36 periods of teaching and other usual duties per six-day teaching cycle).

The maximum teaching load in the High School is the equivalent of 5 full courses of 110 hours duration.

For purposes of Articles 19.02, 19.03, and 19.04, supervisory duties during recess will, as to 50% of the amount of time so spent, be treated as the equivalent of teaching time.

- 19.06** Each teacher shall be entitled to a lunch break during the period from 11:30 a.m. until 2:00 p.m., as the Employer may from time to time specify of not less than 40 minutes for each day.

- 19.07** In addition to teaching responsibilities as provided in Articles 19.03, 19.04 and 19.05, the teachers acknowledge that they are required and willing to carry out a normal range of duties and professional responsibilities including the provision of special help to students, tutorial responsibilities, teacher and departmental meetings, various activities outside normal classroom hours, and special events such as science fairs, debating contests, sports days, outings, excursions and camp programmes, all in accordance with the usual practices at the School. A teacher who is not assigned the maximum periods of teaching and other duties referred to in the appropriate provisions of Articles 19.03, 19.04, and 19.05 may be assigned specific administrative and supervisory duties in the periods not otherwise worked.
- 19.08** The parties understand and agree that fairness and cooperation are the essence of the arrangements covered by Article 19. While the Employer recognizes and accepts its efforts to achieve equitable treatment of the teaching staff, the teachers also understand the importance of volunteering their time and support for all of the programmes and requirements of the Employer, including academic, extra-curricular, sports and other activities.
- 19.09** When a full-time teacher is asked to take a regular assignment of teaching or other duties above the applicable maximum number of periods per week and over a longer period of time (i.e. over a full teaching term or minimum of three months in duration), the teacher may claim and receive payment of supplemental compensation at the appropriate rate, i.e. at the teaching rate for an assignment which requires teaching in the classroom and at the normal overtime rate as specified in Schedule "A" - Salaries, for any other supervisory or extra-curricular work, all in accordance with the usual practices at the School.
- 19.10** Part-time teachers will receive compensation at the teaching rate up to the maximum number of periods for which they are normally assigned in any one week. If a part-time teacher is assigned classroom teaching or other duties above such maximum, the part-time teacher may claim and receive payment of supplemental compensation at the normal overtime rate as specified in Schedule "A" - Salaries, for such extra assignments, all in accordance with the usual practices at the School.
- 19.11** Every full-time teacher shall be expected to assume responsibility for a reasonable share of extra-curricular activities, coaching, or supervisory assignments, taking into account the individual teacher's full workload.

- 19.12** The presence of a teacher on the School premises will be compulsory to the extent necessary to respect his or her professional obligations (e.g. teaching, replacement duties, attending meetings, and performing such other duties from time to time as assigned to the teacher in accordance with Article 19 of the Collective Agreement). Subject to the foregoing, a teacher may be absent from the School premises during the school day upon advising the Principal or the Principal's designate in advance and upon advising, when possible, where he or she may be reached if the School has an immediate need to contact the teacher.
- 19.13** Teachers required to operate in two Branches will:
- a) have one Branch designated as the teacher's base branch
 - b) be relieved of 80 minutes of other work per cycle or week
 - c) receive time allowance for traveling between the Branches as follows: for each journey between the Toronto Campus and the Mississauga Campus, 40 minutes
 - d) where travel between the Mississauga and Toronto Campus is required, receive the regular reimbursement for each journey only if travel is required during the course of the school day.

ARTICLE 20

CURRICULUM

- 20.01** Every effort will be made to discuss major changes in curriculum with the Department Heads, Department Coordinators, Curriculum Leaders and teachers primarily affected by such changes.
- 20.02** A joint committee composed of teacher representatives, parent representatives and representatives of the School's administration shall meet to consider major issues regarding the School's curriculum for the following year. This committee (Curriculum Council) is an advisory committee to the Head's Council and as such will make recommendations to the Head's Council. Decisions taken by the Head's Council regarding the Curriculum Council's recommendations will be provided to the Curriculum Council.
- 20.03** A major change in the curriculum shall not include:

- a) change in textbook;
- b) minor changes in the content or method of instruction of a course;
- c) any change required or made advisable as a result of changes in syllabus of any outside examination, the requirements or recommendations of the Ontario Ministry of Education, or the admission requirements to Ontario universities, (but such change will be discussed as soon as practicable in the circumstances);
- d) any change because of the unanticipated absence of any teacher or any other event beyond the control of the School.

ARTICLE 21

PROFESSIONAL DEVELOPMENT

- 21.01** The School offers a programme for professional development of the School's choosing for purposes of professional development. The budget for the School shall include an amount of money for the professional development of teachers, such an amount and its allocation to be determined by the Employer in its discretion after consultation with the Alliance.
- 21.02** The School agrees to pay the cost of International Baccalaureate courses or any other courses or professional development required by the School, on behalf of any teacher enrolled in such courses or professional development.

ARTICLE 22

LEAVE OF ABSENCE

- 22.01** **Pregnancy and Parental Leaves:**
Pregnancy and Parental Leaves will be subject to the Employment Standards Act, Section XIV (copy of the section annexed hereto as Schedule D).
- 22.02**
 - a) Permanent teachers who are, or will be by the commencement date of the pregnancy/adoption leave, employed under a permanent contract shall be eligible for a pregnancy/adoption leave not exceeding twenty-four months from the initiation of the leave, except as provided in Article 22.04.
 - b) Such leave shall expire on August 31, unless the leave commenced after the winter Break in which case the leave may, at the discretion of the teacher, be extended to expire on December 31 in the case of a teacher who takes

pregnancy/adoption leave not exceeding twelve months. In no case may the teacher return to duty from such a leave except on the first school day of September or January, as provided in this Section.

- c) When the leave requested by the teacher and granted by the Employer extends beyond the seventeen weeks provided for in Part XIV of the Employment Standards Act, the teacher shall notify the Principal of the School in writing not later than five working days prior to the beginning of the March break in the year prior to return specifying the date upon which she will return to her duty.
- d) As an alternative to the pregnancy/adoption leave provided for in this Article, a permanent teacher employed under a permanent contract may elect to have a pregnancy/adoption leave for a period not to exceed seventeen weeks. Such an election shall be communicated to the Employer by the teacher in writing at least four months prior to the date of commencement and termination of the leave. A pregnancy/adoption leave shall not terminate within three weeks of end of term or within six weeks of end of the school year. Such a leave of absence, subject to the provisions hereof, shall be regulated in accordance with the provisions of the Employment Standards Act.

22.03 a) Every post-natal leave shall extend at least six weeks beyond the actual date of delivery, and may extend until any unused portion of the seventeen weeks expires.

- b) Notwithstanding the foregoing, but subject to Article 22.02 (b), the teacher may shorten the duration of the six week post-natal leave by giving the Employer one week's written notice of her intention to do so and furnishing the certificate of a legally qualified medical practitioner stating that she is able to resume her work and with the consent of the Employer.

22.04 Notwithstanding Article 22.02 and subject to Article 22.03, on the teacher's written application endorsed by her Principal the Employer will consider her return to duty at an earlier date than stipulated when her leave was approved if there is a suitable vacancy for which she is qualified or if unforeseen circumstances arise affecting her leave, such as incomplete gestation or the death of a child.

22.05 Every teacher requesting pregnancy/adoption leave must apply in writing to the Principal at least five months (or such shorter period as is provided by law) before the estimated date of birth or adoption, as applicable. In her application the teacher should state when she wishes to begin and end the desired leave.

- a) Whenever possible, the date of commencing leave shall be determined by agreement between the teacher and the Principal. Such leave shall normally commence on September 1 or January 1.
- b) The Employer may require the teacher to begin leave pursuant to Article 22.02 preceding at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by her pregnancy.
- c) In the event of a dispute the Employer may require the teacher to produce a report from her physician.
- d) A teacher who does not apply for leave under this Article, and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave in accordance with Article 22.02 upon providing to the Employer before the expiry of two weeks after she ceased to work the Certificate of a legally qualified medical practitioner stating that she was not able to perform the duties of her employment because of a medical condition arising from her pregnancy and giving the estimated date when, in his/her opinion, delivery will occur or the actual date of her delivery.

22.06 While on leave, the teacher shall:

- a) receive no salary;
- b) not be employed in any capacity as a teacher without the express permission of the Employer;
- c) assume her proportionate cost, payable at least quarterly in advance, of any health, life insurance or other benefits, to which the Employer contributes (the Employer contribution to be for a period not to exceed one year);
- d) have the option to make contributions to her RRSP during her leave, and
- e) not be entitled to sick leave.

22.07 Upon her return to duty, the teacher shall:

- a) resume her former position, if such is available. If the Employee's former position is not available, the School will make its best effort to appoint her to another position within the cycle for which she is qualified to teach at the same level of responsibility as, and with salary equivalent to, that from which

she took leave;

- b) retain the benefits and seniority accrued to the date of commencement of the leave and continue to accrue seniority during the leave to the extent required by law;
- c) be placed on the salary schedule according to her years of experience and qualifications;
- d) have the period of the leave, up to a maximum of one year, included as experience for purposes of placement on the salary grid except for any period during which school was not in session.

22.08 For greater certainty, to the extent that the Employment Standards Act requires that maternity/adoption leave be available on a more favourable basis than set forth herein, the provisions of such Act shall govern.

Sabbatical Leave

22.09 a) A teacher with five or more years of continuous service with the Employer may request a leave of absence of one or two year's duration for the purpose of improving educational attainments. Such a request will be granted to a teacher only once in each seven year period.

b) Granting of a 2 year leave is at the sole discretion of the School.

22.10 A teacher seeking such leave shall make application in writing to the Head which shall include proposed plans for the leave and shall be delivered to the Head not later than one year prior to the proposed commencement of the leave. General criteria to be used in selecting candidates for leave shall be:

- a) benefit to the students of the School;
- b) benefit to the individual teacher; and
- c) benefit to the School.

Upon return, the teacher shall

- a) produce evidence of his/her enrichment to the Head of School.
- b) resume his/her former position, if such is available. If the Employee's former position is not available, the School will make its best effort to appoint him/her to another position within the cycle for which he/she is qualified to teach;

- All other things being equal, in the opinion of the Head of School, in the case of more than one applicant, seniority shall prevail. Not more than one such leave shall be granted in any one year.
- A sabbatical leave may be postponed by the Employer in the event that an adequate replacement cannot be found.
- A teacher on sabbatical leave shall notify the School in writing not later than five working days prior to the beginning of the March break in the year preceding his/her return specifying his/her intention to return to his/her duties.

22.11 A substitute teacher hired by the Employer as a result of the granting of a sabbatical or pregnancy/adoption leave may be terminated by the Employer at the end of the leave without regard to any of the provisions of this Agreement.

22.12 Permanent teachers who are employed under a permanent contract shall be eligible for a parenting leave of absence without pay, which shall begin no more than 35 weeks after the day the child is born or comes into the custody, care and control of the teacher for the first time, upon application to the Head of School, such application to be delivered to the Head of School in writing not later than April 7 in any year to be operative in respect of the next following school year in its entirety (unless the Head of School in his sole discretion consents to a shorter period), with such leave to expire on August 31 next following the commencement thereof (unless the Head of School in his sole discretion consents to an earlier date).

22.13 While on a parenting leave of absence, the teacher shall:

- a) receive no salary;
- b) not be employed in any capacity as a teacher without the express permission of the Employer;
- c) assume his proportionate cost, payable at least quarterly in advance, of any health, life insurance or other benefit to which the Employer contributes (the Employer contribution to be for a period not to exceed one year);
- d) have the option to make contributions to his/her RRSP during the leave, and;
- e) not be entitled to sick leave.

22.14 Upon his/her return to duty after the termination of a parenting leave, the teacher shall:

- a) resume his/her former position, if such is available. If the Employee's former position is not available, the School will make its best effort to appoint him/her to another position within the cycle for which he/she is qualified to teach.
- b) retain the benefits and seniority accrued to the date of commencement of the leave and continue to accrue seniority during the leave to the extent required by law;
- c) be placed on the salary schedule according to his/her years of experience and qualifications;
- d) not be entitled to have the period of the leave included as experience for purposes of placement on the salary grid.

22.15 Extended Leave of Absence on Compassionate Grounds:

A permanent teacher on short-term leave may request an extended leave of absence without pay of not more than a year's duration and ending within a school year. The School shall grant such leave of absence at its discretion and according to its terms. Where the leave may extend beyond the end of the School year, the leave is granted at the School's discretion.

The teacher will make every reasonable effort to minimize the disruption to his/her courses.

During a leave of less than three months in duration, the School and the employee will continue to pay their respective portion of benefits premiums and contributions towards the Registered Retirement Savings Plan.

During a leave of greater than three months, if the employee elects to continue benefits coverage, the employee will pay for both the employer and employee portion of benefits premiums. Continuation of benefits coverage shall be subject to the carrier's approval. Accrual of sick leave credits and seniority will be discontinued during this period.

For the purpose of this article, compassionate grounds means care of a chronically ill member of the immediate family.

22.16 Teachers on a leave of absence shall leave an address with the School for contact during their leave of absence.

ARTICLE 23

PART-TIME TEACHERS

23.01 Seniority and years of teaching experience in respect of any part-time teacher normally scheduled to teach ten or more periods a week shall be determined on the basis of the following accumulation of seniority:

20 periods	1 year of seniority for each year worked
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10 to 19 periods a week	½ year of seniority for each year worked
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less than 10 periods a week	no seniority
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23.02 A part-time teacher who has acquired seniority and who is normally scheduled to teach ten or more periods a week may exercise seniority, in accordance with the principles contained in Article 11.02, in the event of a reduction in the number of teachers, in respect of any other part-time teacher with less seniority, and in respect of a full-time teacher with less seniority only in accordance with the following provisions:

- the part-time teacher may exercise seniority in respect of a full-time teacher with less seniority only if the part-time teacher is prepared to accept full-time duties;
- in the alternative, with the concurrence of the Employer (which concurrence will not be unreasonably withheld), and with the concurrence of all teachers directly affected, the teaching time available may be shared between the part-time teacher and a full-time teacher with less seniority on a rational basis not inconsistent with the needs of the School and the maintenance of appropriate standards of teaching.

23.03 It is recognized that the number of teaching periods assigned to part-time teachers may vary from year to year with the requirements of the School.

23.04 Part-time teachers shall be responsible for the performance of additional duties and additional responsibilities as set out in Article 19 of this Agreement. Part-time teachers who are required to attend meetings for general information of the staff, for departmental meetings and for professional development relevant to their teaching will be paid pursuant to the terms of their contract.

ARTICLE 24

BENEFITS

24.01 a) The Employer will pay 100% of the premium cost for the Group Life Insurance Plan for all full-time teachers as designated by the Employer.

- b) The Employer agrees to administer a Long Term Disability Insurance Plan but not to participate in premiums. Participation in the Long Term Disability Insurance Plan is a mandatory condition of employment for those employees designated as full-time according to the provisions of the plan.
- 24.02** The Employer shall pay 80% of the premium costs of the Dental Plan. Employees will be eligible for enrollment in the Plan upon completion of one year of full-time employment with the employer, as designated by the Employer. Membership in the Dental Plan is a mandatory condition of employment. The payment of benefits in any year will be based on the previous year's Ontario Dental Association (ODA) fee guide.
- 24.03** The Employer shall pay 80% of the premium costs of the Extended Health Care Plan.
- Membership in the Extended Health Care Plan is a Mandatory condition of employment.
- 24.04** It is understood and agreed that the Employer reserves the right to change insurance carriers at any time, provided that an equivalent level of benefits is maintained.
- 24.05** All of the benefits referred to in this Article shall be as more particularly described and set forth in the respective plan documents and policies of insurance.
- 24.06** The School will provide the services of an Employee Assistance Program.
- 24.07**
- a) The allowable sick pay credits for employees shall be 15 days per year and permitted to accumulate and shall only be available for bona fide sickness or as expressly provided herein.
 - b) The above benefits are provided for full-time employees as designated by the Employer. Part-time employees in the bargaining unit shall receive sick benefits on a pro rata basis.
 - c) In the event that a teacher who has not accumulated sick leave pursuant to the provisions hereof is financially supported by the School during an illness of absence for important personal reasons, as if the teacher had previously accumulated such sick leave, such financial support and the equivalent days paid by the School shall be applied against and deducted from any future sick leave accumulation by that teacher.
 - d) **Absence without deductions from salary or sick leave.**

- i) An employee shall be granted a leave of absence up to a maximum of five days by reason of death in such employee's immediate family. Immediate family is defined as a spouse, parent, parent-in-law, child, grandchild, brother or sister.
- ii) An employee other than a teacher already on leave such as pregnancy/adoption leave shall be granted leave of absence up to a maximum of two days by reason of the birth of such employee's child or the adoption of a child by such employee or a death in such employee's family to attend the funeral. This will be in the case of the death of an uncle, aunt, grandparent, brother-in-law, daughter-in-law, sister-in-law, niece or nephew.
- iii) An employee shall be entitled to such employee's salary notwithstanding the absence from duty occasioned by quarantine, by jury duty or by subpoena to any provincial or federal court in any proceeding in which the teacher is not charged.

e) **Personal Business**

- i) Personal business is business affecting one's personal affairs and/or religion.
- ii) With respect to personal business, the total time which may be taken off in any school year shall not exceed three days, which shall not be consecutive; however, the Head of School in his discretion may extend such total time by up to an additional two days.
- iii) Any time off for personal business under this clause shall be deducted from the employee's accumulated sick leave credit.
- iv) An employee shall not have to justify why he/she is taking time off for personal business when informing his/her Principal of his/her intention.
- v) An employee taking time off for personal business as aforesaid shall provide at least one week's written notice thereof to the Principal for prior approval, which approval shall not be unreasonably withheld. The

one week's written notice may be waived at the discretion of the Principal in the event of an unforeseen emergency.

- vi) Personal Business Days shall not be used as an unjustified extension to vacations, breaks or statutory holidays

f) **Working on Holidays/Weekends**

Where a member of the Alliance volunteers for supervision of School scholarship exams or testing or out of town School trips taking place on a day during the School year on which the School is not normally open and spends the entire day in such activity, such member shall receive one additional day of accumulated sick leave credit to a maximum of 3 days in such School year unless such member receives a teaching allowance or periods off in respect of such activity.

24.08 Work Sharing

At its sole discretion, the School may consider proposals from members of the teaching staff to enter into work sharing arrangements whereby two employees may share a single position on terms and conditions to be agreed upon between the participating employees as long as there would be no negative impact on students or their program of study. Compensation, benefits entitlements and accrual of seniority will be in accordance with the arrangements agreed upon.

ARTICLE 25

RETIREMENT PLANS

25.01 Group Registered Retirement Savings Plan

- a) The Employer shall contribute 8% of the grid salary, stipends and responsibility allowances of each eligible teacher and the teacher shall contribute an equal amount to a group registered retirement savings Plan. Teachers may elect to contribute 6% of their grid salary, stipends, and responsibility allowances, rather than 8%. A written election to this effect each year must be made by the first day of the School year.
- b) Only employees who have completed one full year of continuous service with the Employer shall be eligible to participate in the group registered retirement savings plan.

25.02 Ontario Teachers' Pension Plan

The employer agrees to administer the Ontario Teachers' Pension Plan (OTTP) in accordance with all regulatory requirements of the Plan.

Participation in the Plan is a mandatory condition of employment for new

employees who meet the OTPP eligibility criteria.

- 25.03** Joint Retirement Plan Committee shall be established composed of three (3) members from the Alliance and three (3) members from the School, to review retirement plan arrangements for the teachers, and to make recommendations to the parties. Full disclosure of all pertinent documents shall be provided, and the teachers shall be entitled to participate in the administration of any retirement arrangements applicable to them, through the Joint Retirement Plan Committee. The Committee shall meet as required and shall keep minutes of the matters discussed and the recommendations of the Committee.

ARTICLE 26

HEALTH AND SAFETY

- 26.01** The Employer shall post and maintain at all times up to date copies in English and in French of the Occupational Health and Safety Act and of the Asbestos Regulations in a prominent location in each staff room.
- 26.02** The Employer, in conjunction with the Alliance, shall maintain a Joint Occupational Health and Safety Committee in accordance with the Occupational Health and Safety Act.

ARTICLE 27

TERM OF AGREEMENT

27.01 This Agreement shall come into force and take effect on September 1, 200~~2~~ and shall remain in force until August 31, 2005.

This Agreement together with its appendices, shall supersede all previous agreements.

This Agreement shall continue from year to year thereafter unless either party gives notice in writing to the other not less than thirty days nor more than ninety days prior to the expiry date hereof of that party's intent to terminate this agreement or to negotiate revisions thereto.

It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement, all the terms and provisions of the present Agreement shall continue in force and effect until the signing of a new Agreement.

FOR THE EMPLOYER

Chair of Board

Date

Headmaster

Date

FOR THE ALLIANCE

Date

Date

SCHEDULE A

I. SALARIES

1. The salary grids in effect during the term of this contract are set out in the table attached and form part of Schedule "A" (TABLE I (a) to TABLE III (a)).
2. Category placement on the salary grid will be based on qualifications determined with reference to the number of years of education in teacher training college or university, as follows (TABLE I (b) to TABLE III (b)):

Category A	0 years
Category B	1 year
Category C	2 years
Category D	3 years
Category E	4 years
Category F	5 years
Category G	5 years plus a teaching specialist or post-graduate degree in education.

3. Heads of House will receive remuneration of \$2,450 in addition to the normal remuneration paid to teachers for all years of the collective agreement.
4. The annual salaries shown in Schedule A, (TABLE I to TABLE III) include full compensation for vacation.
5. Extra time, where properly authorized and approved, will be paid at the rate of \$11.00 per period.

When a teacher is actually teaching during the extra time, the foregoing rates shall not apply and such teacher shall be paid at his/her actual contract rate instead.

6. It is understood that responsibilities in respect of Home Room supervision and the Tutorial Programme shall continue as part of a teacher's normal duties without additional compensation except that there shall be 40 minutes provided for Home Room assignments for Grades 3 to 5.

For Grade 6 and 7 there shall be 80 minutes provided for Home Room assignments.

7. Extended Essay Supervision:

Each supervision of a student for an extended essay will count as twenty minutes. The maximum number of extended essays assigned to a supervisor in an academic year will not normally exceed 4.

II. POSITIONS OF RESPONSIBILITY

1. Department Heads:

- a) The School may appoint Heads of Department, with general responsibility under the supervision of the School's administration, to ensure the effective teaching of programmes in a stated area, to advise the Head of School and relevant Principals on the developments and improvement of the curriculum, to assist in the training of teachers, to make appropriate reports to the Principal and Head of School with respect to problems and issues in the area for which he or she is responsible, and generally to carry out other responsibilities as necessary or appropriate in relation to the position as more particularly described in the School's job description.
- b) The appointment of a Head of Department shall be a prerogative of the School's administration. For Department Head A and B positions, the appointment will be made in consultation with a selection panel which will include representation from the Department and/or other teaching staff. Where the headship of a particular department of a division becomes or is about to become vacant, the School will invite applications for that position from teachers in the relevant department or division, and will consider such applications before making an appointment. Nothing herein shall restrict the right of the School to make interim or temporary appointments, or to otherwise deal with an emergency situation; further, during vacations or the absence of a teacher, a notice to the teacher mailed to his/her last address is adequate notice.
- c) A Head of Department or Assistant Head of Department shall be appointed for a period of three years at the end of which period the position will be posted. The appointment of a Head of Department may be renewed for an additional three-year term.
- d) A Head of Department may be removed from this position for cause at any time by the School's administration.
- e) Heads of Department will receive remuneration, in addition to the normal remuneration paid to teachers, in the following amounts per school year:

"A"	Department Head	\$3,040
"B"	Department Head	\$2,730
"C"	Department Head	\$1,850
	Assistant Head of Department	\$930
- f) A Department shall consist of such number of teachers teaching such subjects

as the School may in its sole discretion from time to time determine.

- g) A Department will be considered as an "A" Department provided that the Department has at least the equivalent of three teachers teaching full-time in the area in question, exclusive of the Head of Department.
- h) A "B" Department is any recognized Department other than an "A" or "C" Department.
- i) A "C" Department is a Department with the equivalent of one teacher in a specialist area of the high school division.
- j) For the purpose of the above calculation, where a teacher teaches part-time in one area and part-time in another, only an appropriate fraction shall be included in the computation of the number of teachers in a department for the classification of such department.
- k) For greater certainty, the School may appoint two or more persons to be joint Heads of Department or Assistant Heads of Department, or to otherwise share the responsibilities, and the remuneration therefor shall be divided between in accordance with their respective duties in a reasonable manner.
- l) Heads of Department shall be assigned additional periods off (which periods shall count as periods of teaching for the purpose of computing the teacher's remuneration) in accordance with the arrangements entered into with the School.
- m) A Head of Department designated as an "A" Head in the high school shall be assigned not more than 4 regular courses for the duration of an academic year; an "A" Head of Department in the middle school shall be entitled to an allowance of four periods and not more than five periods per week and an "A" Head of Department in the primary school shall have five periods off per week.
- n) A Head of Department of a "B" Department shall be entitled to not less than two periods allowance per week, and a Head of Department of a "C" Department or an Assistant Head of Department is not entitled to any minimum period allowance. The number of Branches covered by a Head of Department in the middle and primary schools is one of the factors taken into consideration in determining period allowances.
- o) Notwithstanding the above, the School may appoint a person to the position of interim or temporary Head of a Department or to Assistant Department Head, and may remove such person from that position for cause or, at its sole discretion, either after three months' notice or at the end of the School year.
- p) Notwithstanding anything in this Agreement, the School and particular Head of Department or Assistant Head of Department may agree to an appropriate

modification of the allowance for periods off, and compensation, so as to place such Head of Department in approximately the same overall position as noted above.

- q) The School may appoint one or more Assistant Heads of Department for a given Department in the School's sole discretion and shall assign such duties to any such Assistant Heads of Department as the School may determine.
- r) The determination of which Departments require a Head of Department will be at the discretion of the School, but any change in the present determination will be notified to, and discussed with, the Alliance in advance of implementation.

2. Department Coordinators:

- a) The School may appoint Department Coordinators under the supervision of the School's administration with responsibilities in the areas of professionalism, program development and implementation, organization and management, and supervision of the quality of instruction and student evaluation all in accordance with the terms of reference for this position.
- b) The appointment of the Department Coordinators shall be a prerogative of the School's administration and will be made in consultation with a selection panel which will include representation from the Department or other teaching staff. Where the coordinator position of a particular department or division becomes or is about to become vacant, the School will invite applications for that position from teachers in the relevant department or division and will consider such applications before making an appointment. During vacations or the absence of a teacher, a notice to the teacher mailed to his/her last address is adequate notice.
- c) A Department Coordinator shall be appointed for a period of three years at the end of which period the position will be posted. The appointment of a Department Coordinator may be renewed for an additional three-year term.
- d) A Department Coordinator may be removed from this position for cause at any time by the School's administration.
- e) A Department shall consist of such number of teachers teaching such subjects as the School may in its sole discretion from time to time determine. Nothing herein shall restrict the right of the School to make interim or temporary appointments, or to otherwise deal with an emergency situation. The School may remove such person from this position for cause or, at its sole discretion, either after three months' notice or at the end of the School year.
- f) Department Coordinators will receive a stipend of \$6,000 per school year, in addition to the normal remuneration paid to teachers.
- g) In addition a Department Coordinator shall be entitled to the equivalent release

time of one regular course for the duration of an academic year.

3. Curriculum Leaders:

- a) Curriculum leaders will work under the supervision of the School's administration and in close collaboration with the Department Coordinator in accordance with the terms of reference for this position.
- b) Appointments to the above positions will be for a period of one year except where in exceptional circumstances, depending on the nature of the assigned work and in consultation with the Department Coordinator and School, a longer period of time for the appointment is determined.
- c) Where a position becomes or is about to become vacant, the School will invite applications for that position from teachers in the relevant department or division and will consider such applications before making an appointment.
- d) Appointments to the above positions shall be a prerogative of the School's administration in consultation with the Department Coordinator.
- e) A Curriculum leader may be removed from this position for cause at any time by the School's administration.
- f) Curriculum leaders will receive a stipend of \$3,500 per school year, in addition to the normal remuneration paid to teachers.
- g) In addition, a curriculum leader shall be entitled to a minimum of 3 hours per 8 days/cycle of release time per cycle from other duties. Release time may be extended in consultation with the administration and depending on the size of the work unit or responsibilities assigned.

4. IB Coordinator :

- a) The School may appoint an IB Coordinator under the supervision of the School's administration. The main responsibilities of the IB Coordinator will be to ensure that the IB programme is administered in accordance with the IB guidelines.
- b) The appointment of the IB Coordinator shall be the prerogative of the School's administration.
- c) The duration of the appointment will be for three years.
- d) The IB Coordinator may be removed from this position for cause at any time by the School's administration.
- e) The stipend allocated to this position will be \$9,870 per school year, in addition to the normal remuneration paid to teachers.

- f) Release time will be granted by the School on a needs basis in discussion with the IB Coordinator and the Alliance.

5. Senior Teachers:

- a) Appointments to the above positions will be for a period of one year. The Senior Teacher will be responsible to the Principal to provide assistance in administrative and curriculum related tasks.
- b) Where an appointment is deemed necessary by the School's administration, the School will invite applications for that position from teachers in the relevant Branch and will consider such applications before making an appointment.
- c) Appointments to the above positions shall be a prerogative of the School's administration.
- d) A Senior Teacher may be removed from this position for cause at any time by the School's administration.
- e) Senior Teachers will receive a stipend of \$5,000 per school year, in addition to the normal remuneration paid to teachers.
- f) In addition, depending on their timetable and on the responsibilities they will be assigned, teachers who will fulfill the function of Senior Teacher may be granted some release time. The maximum release time will be 2.5 hours per week.

6. Primary Curriculum Coordinators:

- a) Appointments to the above positions will be for a period of one year or greater depending on the responsibilities assigned. They will be responsible to the Principal to provide leadership with respect to curriculum development and implementation and staff development in accordance with the School's terms of reference.
- b) Where an appointment is deemed necessary by the School's administration, the School will invite applications for that position from teachers in the relevant Branches and will consider such applications before making an appointment.
- c) Appointments to the above positions shall be a prerogative of the School's administration.
- d) A Primary Curriculum Coordinator may be removed from this position for cause at any time by the School's administration.
- e) Primary Curriculum Coordinators will receive a stipend of \$3,500 per school year, in addition to the normal remuneration paid to teachers.

- f) In addition, depending on their timetable and on the responsibilities they will be assigned, teachers who will fulfill the function of Primary Curriculum Coordinator may be granted some release time. The maximum release time will be 90 minutes per week.

7. Mentors:

- a) Appointments to the above positions will be for a period of one year or greater depending on the needs of the School. Mentors will be responsible to the Principal to provide expertise and ongoing support to enhance the skills and effectiveness of new teachers to the School in accordance with the School's terms of reference.
- b) Where an appointment is deemed necessary by the School's administration, the School will invite applications for that position from teachers in the relevant Branches and will consider such applications before making an appointment.
- c) Appointments to the above positions shall be a prerogative of the School's administration.
- d) A Mentor may be removed from this position for cause at any time by the School's administration.
- e) Mentors will receive a stipend of \$1,000 per school year, in addition to the normal remuneration paid to teachers.
- f) Release time will be granted by the Principal on a needs basis in discussion with the Mentor.

8. Coordinators, Student Affairs:

- a) Appointments to the above positions will be for a period of three years. They will be responsible to the Principal to provide leadership for various student programmes, to support and enhance existing programs, undertake new initiatives; provide advice to and coordinate student activities; promote and organize activities and programs to enhance student life, participation and to promote school spirit in accordance with the School's terms of reference for this position.
- b) In the event of an opening, the School will invite applications for that position from teachers in the relevant Branch and will consider such applications before making an appointment. During vacations or the absence of a teacher, a notice to the teacher mailed to his/her last address is adequate notice.

- c) Appointments to these positions will be a prerogative of the School's administration.
- d) A Coordinator may be removed from this position for cause at any time by the School's administration.
- e) Coordinators will receive a stipend of \$3,040 per school year, in addition to the normal remuneration paid to teachers.

9. UNIVERSITY EXPERIENCE

For the purposes of Schedule A, a "recognized year of university studies" will be a full year of studies spent at a university, or any post secondary institution, recognized by the Employer, during which year of studies the employee took and successfully completed courses of study recognized by the Employer as being equivalent to five university courses available at a North American university.

10. CREATION OF NEW INCOME BASIS

The School shall not create a basis of salary, stipend, honorarium or other remuneration applicable to an Alliance member to whom this Agreement applies pursuant to Article 2.01 without first having negotiated the same with the Alliance.

11. TEACHING EXPERIENCE

The Alliance and the School agree that employees will be placed on the salary grid on the basis of completed years of teaching experience and that there will be no pro-rata adjustments to the base salaries or increments to recognize a partial year of teaching experience.

12. APPOINTMENTS TO COORDINATOR AND HOUSE HEAD POSITIONS

- a) Appointments to the above positions will be for a period of three years subject to a possible additional three-year renewal period.
- b) Appointments to the above positions shall be a prerogative of the School's administration in consultation with a selection panel which will include staff representation.
- c) A Coordinator or House Head may be removed from this position for cause at any time by the School's administration.

SCHEDULE A
SALARY GRIDS
TABLE I a)

In effect from September 1, 2002 to August 31, 2003

	A	B	C	D	E	F	G
0	33,549	34,099	34,649	35,474	36,574	40,314	42,074
1	35,749	36,299	36,849	37,674	38,997	43,393	45,153
2	37,949	38,499	39,049	39,874	41,419	46,472	48,232
3	40,149	40,699	41,249	42,074	43,841	49,551	51,311
4	42,349	42,899	43,449	44,274	46,263	52,630	54,390
5	44,549	45,099	45,649	46,474	48,685	55,709	57,469
6	46,749	47,299	47,849	48,674	51,107	58,788	60,547
7	48,949	49,499	50,049	50,874	53,530	61,866	63,626
8	51,149	51,699	52,249	53,074	55,952	64,945	66,705
9	53,349	53,899	54,449	55,274	58,374	68,024	69,784
10	55,549	56,099	56,649	57,474	60,796	71,103	72,863

TABLE I b)

Base salaries and increments of full-time teachers in
Regular School Programs, in effect from September 1, 2002 to August 31, 2003

Category	A	B	C	D	E	F	G
No. of years of education in teacher-training college or university	0	1	2	3	4	5	5+ Teaching specialist or post-grad. Degree in education
Base Pay (\$)	\$ 33,549	\$ 34,099	\$ 34,649	\$ 35,474	\$ 36,574	\$ 40,314	\$ 42,074
Step - for each year of relevant experience (\$)	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,200	\$ 2,422	\$3,079	\$ 3,079
Maximum Pay after 10 yrs	\$ 55,549	\$ 56,099	\$ 56,649	\$ 57,474	\$ 60,796	\$ 71,103	\$ 72,863

SALARY GRIDS

TABLE II a)

In effect from September 1, 2003 to August 31, 2004

	A	B	C	D	E	F	G
0	34,556	35,122	35,689	36,539	37,672	41,524	43,337
1	36,822	37,388	37,955	38,805	40,167	44,695	46,508
2	39,088	39,654	40,221	41,071	42,661	47,866	49,679
3	41,354	41,920	42,487	43,337	45,156	51,037	52,850
4	43,620	44,186	44,753	45,603	47,651	54,209	56,021
5	45,886	46,452	47,019	47,869	50,146	57,380	59,193
6	48,152	48,718	49,285	50,134	52,641	60,551	62,364
7	50,418	50,984	51,551	52,400	55,135	63,722	65,535
8	52,684	53,250	53,817	54,666	57,630	66,894	68,706
9	54,950	55,516	56,083	56,932	60,125	70,065	71,878
10	57,216	57,782	58,349	59,198	62,620	73,236	75,049

TABLE II b)

Base salaries and increments of full-time teachers in

Regular School Programs, in effect from September 1, 2003 to August 31, 2004

Category	A	B	C	D	E	F	G
No. of years of education in teacher-training college or university	0	1	2	3	4	5	5+ Teaching specialist or post-grad. Degree in education
Base Pay (\$)	\$ 34,556	\$ 35,122	\$ 35,689	\$ 36,539	\$ 37,672	\$ 41,524	\$ 43,337
Step - for each year of relevant experience (\$)	\$2,266	\$2,266	\$2,266	\$2,266	\$2,495	\$3,171	\$3,171
Maximum Pay after 10 yrs	\$ 57,216	\$ 57,782	\$ 58,349	\$ 59,198	\$ 62,620	\$ 73,236	\$ 75,049

SALARY GRIDS
TABLE III a)
In effect from September 1, 2004 to August 31, 2005

	A	B	C	D	E	F	G
0	35,524	36,106	36,688	37,562	38,726	42,686	44,550
1	37,853	38,435	39,018	39,891	41,291	45,946	47,810
2	40,182	40,765	41,347	42,221	43,856	49,207	51,070
3	42,512	43,094	43,676	44,550	46,421	52,467	54,330
4	44,841	45,424	46,006	46,879	48,985	55,727	57,590
5	47,171	47,753	48,335	49,209	51,550	58,987	60,850
6	49,500	50,082	50,665	51,538	54,115	62,247	64,110
7	51,829	52,412	52,994	53,868	56,679	65,507	67,370
8	54,159	54,741	55,324	56,197	59,244	68,767	70,630
9	56,488	57,071	57,653	58,526	61,809	72,027	73,890
10	58,818	59,400	59,982	60,856	64,373	75,287	77,150

TABLE III b)
Base salaries and increments of full-time teachers in
Regular School Programs, in effect from September 1, 2004 to August 31, 2005

Category	A	B	C	D	E	F	G
No. of years of education in teacher-training college or university	0	1	2	3	4	5	5+ Teaching specialist or post-grad. Degree in education
Base Pay (\$)	\$ 35,524	\$ 36,106	\$ 36,688	\$ 37,562	\$ 38,726	\$ 42,686	\$ 44,550
Step - for each year of relevant experience (\$)	\$2,329	\$2,329	\$2,329	\$2,329	\$2,565	\$3,260	\$3,260
Maximum Pay after 10 yrs	\$ 58,818	\$ 59,400	\$ 59,982	\$ 60,856	\$ 64,373	\$ 75,287	\$ 77,150

SCHEDULE A

TABLE IV

NEW SALARY GRID ASSISTANT FOR THE LANGUAGE LABORATORY

	2002/2003	2003/2004	2004/2005
0	33549	34556	35524
1	35089	36142	37154
2	36629	37728	38785
3	38169	39315	40415
4	39709	40901	42046
5	41249	42487	43676
6	42789	44073	45307
7	44329	45659	46938
8	45869	47245	48568
9	47409	48832	50199
10	48949	50418	51829

The salary grid is based on the entry level of category “A” grid plus 70% of the grid step.

The salary grid will be adjusted in accordance with percentage increases allocated to the salary grid for teaching staff.

SCHEDULE B

The Toronto French School SELF-FUNDED LEAVE PLAN FOR TEACHERS TERMS AND CONDITIONS

Intent and Limits of the Plan:

This Plan is intended primarily for the purpose of relieving the necessity of declaring teachers surplus and/or terminating the contracts of permanent teachers, although it may be used as a special leave for other unstated purposes, and is not meant to discourage a teaching employee from applying for other leaves. Teachers in any discipline are free to apply for a leave under this Plan.

Teachers may apply to take their leave year during the third year of 2/3 leave plan, fourth year of a 3/4 leave plan, or fifth year of a 4/5 leave plan.

Plan Design:

In general, the Plan is designed to allow a teacher a Self-Funded Leave for one year. Under this plan, depending on the formula and duration elected, the teacher shall receive: either;

- 80% of salary for 5 years (4/5 leave plan)
or
- 75% of salary for 4 years (3/4 leave plan)
or
- 66 2/3% of salary for 3 years (2/3 leave plan).

All financial or legal indemnities arising from this Plan shall be borne by the teacher.

The School, as an accommodation to teachers, will administer the Plan and provide clerical and administrative services.

The School and the Alliance Des Enseignants de la Toronto French School (the Alliance) assume no responsibility for any consequences arising out of the Plan related to effects on the teacher's Group Registered Retirement Savings Plan, income tax arrangements, Unemployment Insurance, the Canada Pension Plan or any other liability or consequence incurred by the teacher as a result of participation in the Plan.

Unless expressly agreed to otherwise by the teacher and the School, all provisions of this agreement shall cease on the completion of the individual teacher's enrollment period in the Plan as set out in the Memorandum of Agreement signed by the teacher.

Procedures for obtaining a Self-Funded Leave under the Plan

1. Applications for a Self-Funded Leave shall be made to the Principal on or before March 15th in a year.
2. The application form shall set out the period in which the Plan is to be effected and the school year in which the teacher requests the leave position.
3. Applications shall be considered by the Principal.
4. The following minimum criteria must be met before an application will be considered for approval:
 - a) The teacher holds a permanent contract with the School and has completed a minimum of five (5) years of continuous service with the School.
 - b) The teacher may apply only once in any 5-year period.
 - c) The teacher is unlikely to be declared surplus during the term of the Plan.
 - d) The teacher must declare that, notwithstanding emergency circumstances, the teacher intends to serve the School to the end of the completion of the Plan.
 - e) Program disruptions and staff dislocations from the leave must be acceptable in the opinion of the School.
5. Response to the application shall be in writing setting out the terms and conditions of the leave or explaining the reasons for denial or postponement. The School shall make its decisions prior to May 31st.

Description of the Plan and Financial Provisions

1. The Self-Funded Leave shall afford a teacher the opportunity to enter into an agreement with the School to take a one year Self-Funded Leave. During the leave term the teacher shall agree to be paid at:

80% of salary for 5 years (4/5 leave plan)
or
75% of salary for 4 years (3/4 leave plan)
or
66 2/3% of salary for 3 years (2/3 leave plan) of the grid salary normally paid under the current collective Agreement in each of these years.

Under the 4/5 plan, 20% of salary shall be withheld by the School in each of the four work years of the Self-Funded Leave Plan. Under the 3/4 plan, 25% of salary shall be

withheld by the School in each of the 3 work years of the Self-Funded Leave Plan. Under the 2/3 plan, 33 1/3% of salary shall be withheld by the School in each of the two work years of the Self-Funded Leave Plan. The amount withheld plus accrued interest shall be paid to the teacher during the year of leave in accordance with the payment schedule as if the teacher were at work.

Accrued interest on the amount withheld shall be allowed by the School at the bank of Nova Scotia, (North York Commercial Banking Centre, Madison Centre, 4950 Yonge Street, Suite 900, North York, Ontario M2N 6K1) interest rate payable on the Bank's one year Guaranteed Investment Certificates, calculated monthly and compounded annually.

2. During all years that the individual teacher is participating in the Self-Funded Leave Plan, all employee benefits shall be maintained at a level as if the teacher was being paid at 100% of salary. Premium costs during the Self-Funded Leave year will be paid in full by the teacher. During the Self-Funded Leave year, the School shall deduct from each pay an amount equivalent to the total monthly premium costs paid on the teacher's behalf. During the leave year, the teacher shall not be eligible for sick leave.

Additional Conditions and Terms of Reference

1. On return from leave, a teacher shall resume his/her former position, if such is available. If the Employee's former position is not available, the School will make its best effort to appoint him/her to another position within the cycle for which he/she is qualified to teach. If, due to declining or changing enrollment patterns said position no longer exists, the placement of the teacher shall be governed by the appropriate terms of the Collective Agreement in effect at that time.
2. A teacher participating in the Plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one year leave not been taken, including credit up to a maximum of one year for seniority and experience increment for purposes of the salary grid.
3. Sick leave credits shall not be granted for the year spent on leave.
4. Group RRSP deductions are to be continued as provided by the Collective Agreement during all years that the teacher is participating.

Should a teacher wish to supplement contributions in order to purchase full credit during the year of leave, such arrangements should be made by the teacher.

5. Prior to the leave occurring but not after January 1st of the year in which the leave is to commence, a teacher may withdraw from the Plan provided that the teacher has applied to the Principal for withdrawal. Upon withdrawal, any monies accumulated, plus interest owed shall be repaid to the teacher within sixty (60) days of the

notification of the teacher's desire to leave the Plan. Such a leave may be delayed by the School by giving notice prior to January 1st of the year in which the leave is to commence if the teacher is indispensable to the program needs of the School in the next school year.

6. Should a teacher die while participating in the Plan, any monies accumulated, plus interest earned at the date of payment shall be paid to the teacher's estate.
7. All teachers wishing to participate in the Plan shall be required to sign an agreement on a form supplied by the School before final approval for participation will be granted.
8. Income tax shall be deducted on the actual amounts received by the teacher during each of the years of the Plan subject to the income tax regulations in effect at that time.
9. During the Self-Funded Leave year, a teacher may engage in such plans of education and employment as the teacher chooses, except that the teacher may not be employed by the School in any capacity.
10. The number of teachers that may be absent at any one time shall be determined by the School. Should the number of applicants exceed the number as determined by the School, the excess shall be postponed to future years. Provisions of Article 11 shall apply to all applicants irrespective of the year it was applied for. The year of leave for purposes of the Plan shall be September 1st of one year to August 31st of the following year.
11. Leave requested for the purpose of pursuing further education will be given priority and in the event of any conflict between applicants, seniority shall be the governing factor. Where a teacher and his/her spouse (including common law) apply for leave to be taken at the same time, they shall be treated as a single applicant for purposes of determining seniority which shall be equal to the greater of the two.
12. A teacher on Self-Funded Leave shall notify the School in writing not later than five (5) working days prior to the beginning of the March break in the leave year specifying and confirming his/her intention to return to his/her duties. In the event the teacher does not return to the School upon completion of the leave, or for any reason does not fulfill the teacher's obligation to reimburse the School in full for any and all salary and benefits paid during the leave year, any and all amounts owing to the School by the teacher shall be shared equally by the School and the Alliance Des Enseignants de la Toronto French School and the Alliance agrees to reimburse the School in the amount of its proportionate share forthwith.
13. The School and/or the Alliance shall have the right to deny applications for teachers who have not fully funded their leave.

TORONTO FRENCH SCHOOL



SELF-FUNDED LEAVE PLAN FOR TEACHERS MEMORANDUM OF AGREEMENT

I have read and agree to the terms and condition of the Self-Funded Leave Plan. I also agree to the following additional conditions.

1. The period of my enrollment in the Plan shall commence September 1st _____ and terminate August 31 _____.
2. I agree to take my Self-Funded Leave year commencing September 1st _____ and terminating August 31 _____.
3. During the years 20____, 20 ____, 20 ____, and 20 ____, I agree to be paid at the rate of _____ % of my annual salary as determined by the Collective Agreement in effect during those years. I accept responsibility for any financial indemnity arising out of participation in this Plan.
4. I agree to fulfill my contractual obligations to the School until August 31st _____.
5. I agree during my Self-Funded Leave year to be paid in total the amount withheld, or to be withheld, during the four work years in which I have participated in the Plan plus any accumulated interest. The method of payment shall be the same as outlined in the Collective Agreement.
6. I agree during the Self-Funded Leave year to be responsible for 100% of the premium cost resulting from my participation in employee benefit plans as described in the Collective Agreement. I agree that the School shall deduct such funds from each pay during my Self-Funded Leave year.

Teacher

Location

Signature

Date

Approved by

Date

SCHEDULE C

1. The current practice of assigning replacement duty will continue in Junior School (gr 2 to 5) and Grade 6 & 7 and that replacement assignments will be posted.
2. Junior School – (PK to Gr 2) Workload:
The 120 minutes of personal preparation time (as defined under Article 19.02) will not be included in the 11:45 a.m. to 1:00 p.m. time period allocated to a lunch period and other school duties.
3. Senior School Workload (Levels I to V):
The School agrees to the following terms regarding workload issues at the Secondary School:
 - i. The School will continue to provide two additional outside resources for lunch supervision whenever possible for the duration of this contract.
 - ii. The School will provide a minimum of two consecutive hours per month of release time for departmental meetings. These will either be scheduled during a PA day, or where this is not possible, or in months where there is no PA day, for one day per month classes will end at 2:00 in order to provide time for departmental meetings. It is also understood that should a Department Head require additional time during a PA day for a department meeting, approval for this additional time will be requested through the Principal's Office. The request for this additional time will not be withheld unless there is reasonable grounds for so doing.

The provisions of this clause will take effect as of January, 2000 for the duration of this contract.
- iii. The length of regular courses will be 210 minutes per week.
4. Early Retirement Plan:
The Early Retirement Plan will continue to be in effect for the years for the duration of this contract, to the end of Aug 31, 2005.

Eligibility criteria would be based on the following:

- minimum of 55 years of age
- minimum of 20 years of continuous service with the School

Payment:

- one week per year of continuous service at elected date of

retirement less number of weeks for each year under the age of 65

Limitations:

- no more than 5 employees would be accepted in any one of the three years.
- should more than 5 employees apply by the deadline stipulated in any given year, selection criteria to be used to approve 5 candidates will be based on:
 - i. Total number of years teaching experience at TFS.
 - ii. If candidates have identical seniority, the more senior candidate by age will be approved
 - iii. If the above two are identical, total experience in teaching both at Toronto French School and in any other School.

Notice Period to School:

If a staff member meets the eligibility criteria for early retirement for September 1, 2004, they must submit their request by March 15th, 2004 of their decision to elect this option.

In the remaining year of the Plan, the School would require notice by January 15th of the employee's decision to elect early retirement to take effect September 1 of the same year.

SCHEDULE D
PART XIV
LEAVES OF ABSENCE

Definitions

45. 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, and "child" has a corresponding meaning; ("père ou mère")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de même sexe")

"spouse" means,

(a) a spouse as defined in section 1 of the *Family Law Act*, or

(b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint") 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9).

- Pregnancy Leave -

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

When leave may begin

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

(a) the day that is 17 weeks before her due date; and

(b) the day on which she gives birth. 2000, c. 41, s. 46 (2).

Exception

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

(3.1) An employee may begin her pregnancy leave no later than the earlier of,

(a) her due date; and

(b) the day on which she gives birth. 2001, c. 9, Sched. I, s. 1 (10).

Notice

[\(4\)](#) An employee wishing to take pregnancy leave shall give the employer,

(a) written notice at least two weeks before the day the leave is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

Notice to change date

[\(5\)](#) An employee who has given notice to begin pregnancy leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

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

(a) written notice of the day the pregnancy leave began or is to begin; and

(b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,

(i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,

(ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

[47. \(1\)](#) An employee's pregnancy leave ends,

(a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;

(b) if she is not entitled to parental leave, on the day that is the later of,

(i) 17 weeks after the pregnancy leave began, and

(ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

[\(2\)](#) An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

[\(3\)](#) An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Employee not returning

[\(4\)](#) An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

[\(5\)](#) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

- Parental Leave -

Parental leave

[48. \(1\)](#) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

When leave may begin

[\(2\)](#) An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

[\(3\)](#) An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

Notice

[\(4\)](#) Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

[\(5\)](#) An employee who has given notice to begin parental leave may begin the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

If child earlier than expected

[\(6\)](#) If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,

(a) the employee's parental leave begins on the day he or she stops working; and

(b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

End of parental leave

[49. \(1\)](#) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

(2) An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

(3) An employee who has given notice to end his or her parental leave may end the leave,

(a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day; or

(b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Employee not returning

(4) An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

Exception

(5) Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

SCHEDULE OF DATES

Article	Page	Title	Subject	Date
11.01		Notice of Redundancy to teachers	should a reduction in number of teachers be required for any reason other than an indicated decline in enrollment.	Last working day prior to the December holiday
11.01		Notice of Redundancy to teachers	should a reduction in the number of teachers arise out of an indicated decline in enrollment, the school will provide notice of a possible termination of contract	No later than April 30
11.04		Notice of resignation	a teacher shall provide to the School not less than five months' notice of resignation where possible and not later than March 31 in each year.	Mar-31
12.02		Notice to Probationers	notice given to probationary employees hired in September.	Apr-15
12.02		Notice to Probationers	notice given to probationary employees hired after the start of the school year.	2 months prior to the anticipated change in status.
13.01		Information	list of Statistical information	Oct-01
13.01 c)		Information	enrollment figures	Apr-17
13.01 c)		Information	enrollment figures	Sep-15
16.02		Vacancies	applicant shall notify the employer of his/her desire to be considered for a position	10 calendar days
22.02		Leave of Absence: Pregnancy and Parental Leaves	expire date	Aug-31
22.02		Leave of Absence: Pregnancy and Parental Leaves	expire date in the case the leave commenced after the winter Break	Dec-31
22.02 c)		Leave of Absence: Pregnancy and Parental Leaves	[...] When the leave requested by the teacher and granted by the Employer extends beyond the seventeen weeks [...] the teacher shall notify the Principal of the School in writing not later than five working days prior to the beginning of the March break in the year prior to return specifying the date upon which she will return to her duty.	5 days prior the beginning of the March break
22.02 d)		Leave of Absence: Pregnancy and Parental Leaves	[...] a permanent teacher employed under a permanent contract may elect to have a pregnancy/adoption leave for a period not to exceed 17 wk. Such an election shall be communicated to the Employer by the teacher in writing at least four month prior to the date of commencement and termination of the leave.	17 weeks

22.03 b)			[...] the teacher may shorten the duration of the six week post-natal leave by giving the Employer one week's written notice of her intention to do so [...]	1 week
22.05		Leave of Absence: Pregnancy and Parental Leaves	[...] teacher requesting a Pregnancy/Adoption Leave must apply in writing to the Principal at least five months [...] before the estimated date of birth or adoption [...]	5 months
22.05 a)		Leave of Absence: Pregnancy and Parental Leaves	[...] such leave shall normally commence on September 1, or January 1	Sep-01 or Jan-1
22.05 d)		Leave of Absence: Pregnancy and Parental Leaves	a teacher who does not apply for leave [...] shall be entitled to and shall be granted leave [...] upon providing to the Employer before the expiry of two weeks after she ceased to work the Certificate of a legally qualified medical practitioner [...]	2 weeks.
22.09 a)		Notice of Sabbatical Leave	[...] may request a leave of absence of one or 2 year's duration [...]	1 or 2 yrs.
22.10		Notice of Sabbatical Leave	[...] make application in writing to the Head [...] one year prior to the proposed commencement of the leave.	1 yrs
22.10		Notice of Sabbatical Leave	a teacher on sabbatical leave shall notify the School in writing not later than 5 working days prior to the beginning of the March break I the year preceding his/her return [...]	5 days prior the beginning of the March break
22.12		Parental Leave	permanent teachers who are employed under a permanent contract shall be eligible for a parenting leave of absence without pay, which shall begin no more than 35 weeks after the day the child is born or comes into the custody, care and control of the teacher for the first time [...]	35 wks
22.12		Parental Leave	[...] such application to be delivered to the Head of School in writing not later than April 7 in any year to be operative in respect of the next following school year [...]	Apr-07
22.12		Parental Leave	[...] such leave to expire on August 31 next following the commencement thereof [...] unless [...] consents to an earlier date).	Aug-31
24.02		Benefits	employees will be eligible for enrollment in the (dental) plan upon completion of one year of full-time employment	1yr
24.07 a)		Benefits	the allowable sick pay credits for employee shall be 15 days per year [...]	15 days

24.07 d i)		Benefits	an employee shall be granted a leave of absence up to a maximum of five days by reason of death [...]. Immediate family is defined as a spouse, parent, parent-in-law, child, grandchild, brother or sister.	max 5 days
Article	Page	Title	Subject	Date
24.07 d i)		Benefits	[...] two days be reason of the birth of such employee's child or the adoption of a child [...]. Of death of an uncle, aunt, grandparent, bother-in-law, sister-in-law, niece or nephew.	2 days
24.07 e ii)		Benefits	with respect to personal business , the total time which may be taken off in any school year shall not exceed three days [...]	3 days
25.01 b)		RRSP	only employees who have completed one full year of continuous service with the Employer shall be eligible to participate in the group Registered retirement saving plan	1yr

MEMORANDUM OF UNDERSTANDING

Between Toronto French School (the “Employer”) and
AETFS (the “Alliance”).

1. IB Coordinator:

For the duration of the individual contract of the current incumbent of the IB Coordinator position, the release time allocated will represent 80% of a teacher’s workload as specified in his contract.

2. Ontario Teachers’ Pension Plan (OTPP):

The School will apply for membership in the Ontario Teachers’ Pension Plan upon ratification of this agreement.

Subject to acceptance as a member and to the regulations governing the plan, the OTPP will come into effect September 1, 2004.

A qualified teacher who is employed by the School before it becomes designated may elect not to contribute to the plan. He/she must elect not to contribute to the plan within one of the following timelines:

- three months after the effective date of designation
- not later than three months after the date the teacher becomes qualified

For newly hired teachers, commencing September 1, 2004, membership in the OTPP will be a mandatory condition of employment subject to their meeting the eligibility criteria.

3. Enhancement to Retirement Funds for Long Service Employees:

This plan will apply only to those teachers who are currently on staff

Staff who are currently employed by the School and who have been in the continuous employment of the School prior to September, 1, 1988 will be eligible to receive an enhancement to their RRSP contributions.

A total amount of \$375,000 will be allocated to fund this plan.

The individual teacher’s portion of the total fund will be based on a formula which will take into account the total number of years of employment of that teacher prior to September 1988 over the aggregate number of years of employment prior to September 1, 1988 of all eligible teachers.

Example:

Teacher with 10 years service prior to 1988

Total number of years of service of all eligible teachers prior to September 1, 1988 :
368

Amount of fund to be allocated over 10 years

$$(10/368) \times \$375,000 = \$10,190$$

The amount allocated to each employee will be paid out over a ten year period at the rate of 1.25% of their salary. If the normal (or early) retirement date of the employee falls before the end of the ten-year period, the balance of the employee's individual fund allocation will be paid at their date of retirement.