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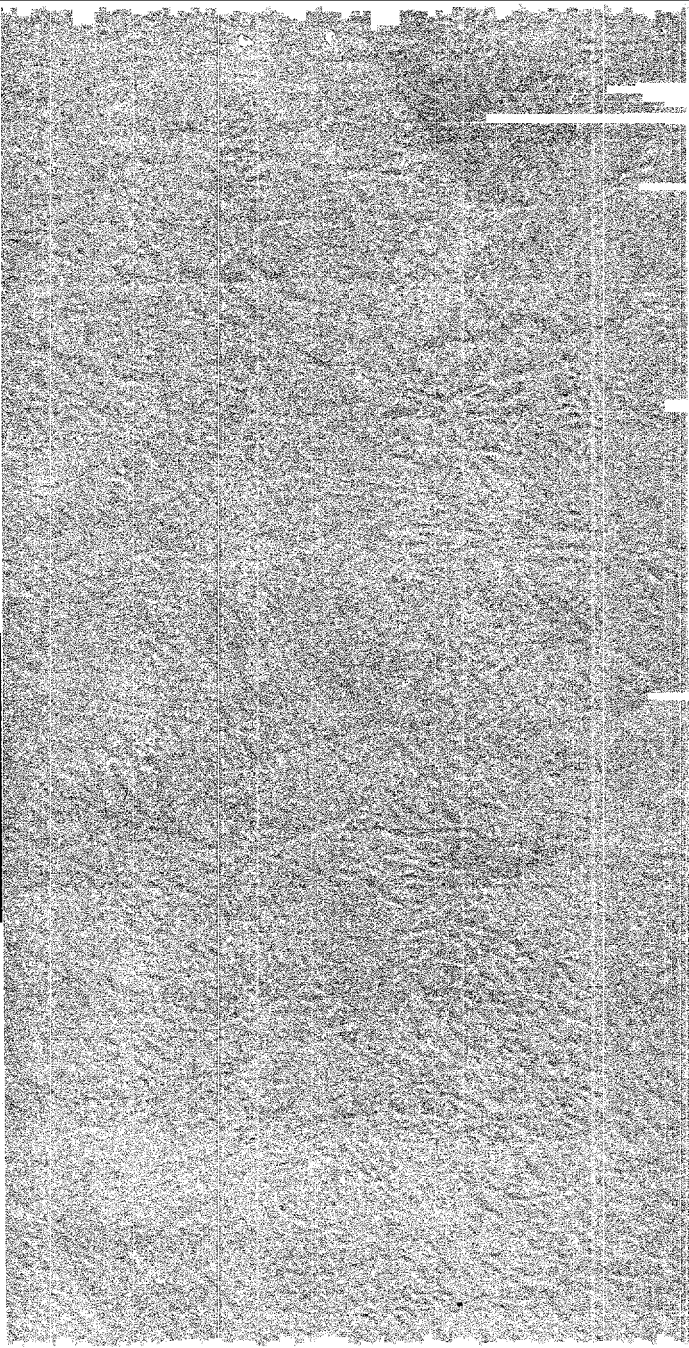
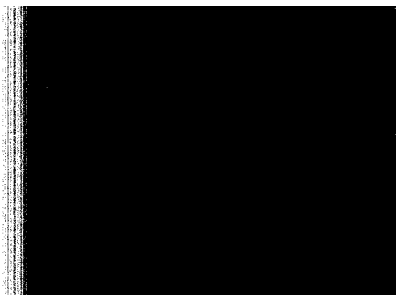
**THE BOARD OF EDUCATION
FOR
THE CITY OF TORONTO**

AND

**THE TORONTO
TEACHERS' FEDERATION**

**COLLECTIVE AGREEMENTS
FOR
THE 1989-90 AND 1990-91
SCHOOL YEARS**

0464603



CENTRAL AGREEMENT

The Board of Education for the Borough of East York
The Board of Education for the City of Etobicoke
The Board of Education for the City of North York
The Board of Education for the City of Scarborough
The Board of Education for the City of Toronto
The Board of Education for the City of York
le conseil des écoles françaises de la communauté
urbaine de Toronto
The Metropolitan Toronto School Board

and

The East York Women Teachers' Association
The Ontario Public School Teachers' Federation,
East York District
The Etobicoke Women Teachers' Association
The Ontario Public School Teachers' Federation,
Etobicoke District
The Women Teachers' Association of Metropolitan
Toronto
The Metropolitan Toronto District, Ontario
Public School Teachers' Federation
The North York Women Teachers' Association
The Ontario Public School Teachers' Federation,
North York District
L'Association des Enseignants Franco-Ontariens,
North York (élémentaire)
The Scarborough Women Teachers' Association
The Ontario Public School Teachers' Federation,
Scarborough District
The Toronto Women Teachers' Association*
The Ontario Public School Teachers' Federation,
Toronto District*
L'Association des Enseignants Franco-Ontariens,
Toronto (élémentaire)*
The City of York Women Teachers' Association
The Ontario Public School Teachers' Federation,
York District
*(represented by the Toronto Teachers' Federation)

for the 1989-1990 and 1990-1991
school years

MAR - 7 1991

**TABLE OF CONTENTS
FOR THE
CENTRAL AGREEMENT**

	<u>Page</u>
'ART A - GENERAL	2
- Appendix A-1	19
'ART B - SALARY	20
- Appendix B-1	34
- Appendix B-2	37
- Appendix B-3	44
'ART C - EMPLOYEE BENEFITS	46
- Appendix C-1	80
- Appendix C-2	83
- Appendix C-3	86
'ART D - STAFFING	89
'ART E - DECLINING ENROLMENT PROVISIONS	102
- Appendix E-1	112
ART F - CONTINUING EDUCATION TEACHERS	117
LETTERS OF UNDERSTANDING	
- re North York Long Courses	134
- re Positions of Responsibility (Etobicoke only)	134
- re federation release time (Toronto, East York and Scarborough)	135
re Long Term Occasional Teaching Experience (Scarborough only)	135
- re Implementation	135
re Preparation time	136
- re Delivery of Programs and Services for Students Identified as Trainable Retarded	139
- re Implementation of Preparation Time	140

THIS AGREEMENT dated this 27th day
of MARCH, 1990

BETWEEN:

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

and

The East York Women Teachers' Association
The Ontario Public School Teachers' Federation,
East York District
The Etobicoke Women Teachers' Association
The Ontario Public School Teachers' Federation,
Etobicoke District
The Women Teachers' Association of Metropolitan
Toronto
The Metropolitan Toronto District, Ontario
Public School Teachers' Federation
The North York Women Teachers' Association
The Ontario Public School Teachers' Federation,
North ~~York~~ District
L'Association des Enseignants Franco-Ontariens,
North York (élémentaire)
The Scarborough Women Teachers' Association
The Ontario Public School Teachers' Federation,
Scarborough District
The Toronto Women Teachers' Association*
The Ontario Public School Teachers' Federation,
Toronto District*
L'Association des Enseignants Franco-Ontariens,
Toronto (élémentaire)
The City of ~~York~~ Women Teachers' Association
The Ontario Public School Teachers' Federation,
York District

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

*(represented by the Toronto Teachers' Federation)

The Board and Branch Affiliates agree as follows:

PART A - GENERAL

A.1.0.- PURPOSE OF THIS AGREEMENT

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

A.2.0.- RECOGNITION

- A.2.1. The Boards recognize the respective Branch Affiliate(s) mentioned in the description of the parties to this Central Agreement as the sole and exclusive Branch Affiliate(s) authorized to negotiate and to participate in the administration of **this** Central Agreement.
- A.2.2. All matters and rights negotiable under sub-section 130a(3) of **the Municipality of Metropolitan Toronto Act**, not prescribed by this Central Agreement, shall remain within the sole and exclusive right of the Boards to manage their affairs.
- A.2.3. The Boards recognize and the Toronto Branch Affiliates confirm that the Toronto Branch Affiliates have duly authorized the Toronto Teachers' Federation to act as the agent of each and all the Toronto Branch Affiliates in all matters respecting the negotiation, interpretation, administration and application of this Central Agreement on behalf of the Toronto Teachers and the Toronto Branch Affiliates.

A.3.0.- DEFINITIONS

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

- (a) "Adoption Leave" means, except as provided under C.4.5., a leave of absence without pay not exceeding 17 weeks granted to a parent at the time the child is adopted.
- (b) "Branch Affiliate" means an organization composed of all the teachers employed by a Board who are members of the same affiliate.
- (c) "Central Agreement" means the collective agreement between the School Board and the Boards of Education in The Municipality of Metropolitan Toronto and their respective Branch Affiliates pursuant to the provisions of sections 130a and 130f of the Municipality of Metropolitan Toronto Act.
- (d) "Child Care Leave" means a leave of absence without pay to provide a period of time, immediately following an Adoption Leave, for a parent to care for the newly adopted child.
- (e) "Contract" means a permanent or probationary teacher's contract made in accordance with the regulations under the Education Act.
- (f) "Continuing Education Teacher" means a teacher employed by a Board under a Continuing Education Teacher's Contract.

- (g) "Continuing Education Teacher's Contract" means a continuing education teacher's contract made in accordance with the Regulations under the Education Act and any amendments made thereto.
- (h) *"Developmental Pupils" means those pupils who are profoundly retarded and/or multiply handicapped, requiring intense individual support, as determined by the principal in conjunction with the appropriate consultant and with the approval of the appropriate supervisory officer.
- (i) "Director" means the Director for the Board.
- (j) "Equivalent Teaching Experience" is the sum of the years or partial years of Teaching Experience and the years or partial years of Related Experience for which credit is given for salary purposes.
- (k) "Full-time Equivalent Enrolment" ("F.T.E. Enrolment") is the full-time equivalence of the Total Enrolments in each of the grades 1 through 8 rounded to the nearest whole number. For junior and senior kindergarten, "Full-time Equivalent Enrolment" is equal to one-half the Total Enrolment and rounded to the nearest whole number.
- (l) "Grid Salary" means salary according to the salary grid(s).
- (m) "Infant Care Leave" means a leave of absence without pay to provide a period of time, following the birth of a child for a parent to care for the newborn child.

*(Definition pertains only to the School Board.)

- (n) "Inner City Percentage" means the percentage approved annually by the School Board as that portion of the Board's elementary enrolment to be designated as inner-city.
- (o) "Local Agreement" means the collective agreement between the Board and the Branch Affiliates representing the Teachers employed by that Board entered into pursuant to section 130g of the Municipality of Metropolitan Toronto Act.
- (p) "Part-time Teacher" means a Teacher employed by the Board on a regular basis for other than full-time duty.
- (q) "Permanent Teacher" means a Teacher employed by the Board under a permanent teacher's Contract.
- (r) "Pregnancy Leave" means, except as provided under C.2.6., a leave of absence without pay granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part XI.
- (s) "Probationary Teacher" means a Teacher employed by the Board under a probationary teacher's Contract.
- (t) "Related Experience" means experience in a trade, profession, or business for which credit may be given by the Board by advancing a Teacher on the salary grid depending on the length of the experience and the degree of its relevance to teaching but shall not include related experience required for entrance to a College of Education.

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- (u) "School Board" means The Metropolitan Toronto School Board.
- (v) *"Self Contained School" means one of the following schools for trainable retarded: Bermondsey, Beverley, Champlain, Lucy McCormick, Harold R. Lawson, W.J. McCordic, Saranac and Seneca Schools.
- (w) "Sick Leave Credit" means a credit entitling a Teacher or Part-time Teacher to payment of salary or part-time salary respectively for one day under the provisions of this Agreement during absence from duty.
- (x) *"Special Class Pupils" means pupils who are in a class for trainable retarded formally designated as: Blissymbolics, hearing impaired, total communication, autistic or developmental.
- (y) *"Special Needs Pupils" means trainable retarded pupils who, as determined by the principal in conjunction with the appropriate consultant and with the approval of the appropriate supervisory officer, fall under one or more of the following headings: autistic, behaviour management, physically-handicapped (who need adult help or assistance), (blind or visually impaired), communication disorder, emotionally disturbed.
- (z) *"Special Pupils" means those trainable retarded pupils who according to age would normally attend only half-time but who are able to benefit from full day attendance.

*(Definition pertains only to the School Board.)

- (aa) "Surplus Teacher" means a Teacher whose Contract is terminated pursuant to the provisions of the Local Agreement.
- (bb)*"Surrey Place Teacher"** means a Teacher who became a Teacher effective September 1, 1983 as a result of the transfer of the responsibility for the provision of educational services at the Surrey Place Centre from the Provincial Schools Authority to the School Board.
- (cc) "Teacher" means a teacher who is employed under Contract by the Board and is a member of one of the Branch Affiliates.
- (dd)** "Teaching Experience" means the number of years or partial years of experience to the nearest tenth of a year at September 1 in any year, in teaching in Ontario under Contract or such other experience in teaching that the Board in its discretion considers equivalent thereto but shall not include experience as a lecturer or tutor during the time the Teacher was an undergraduate student.

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

$$\frac{\text{Total Salary paid under Contract to the Teacher in a school year}}{\text{Full-time Total Salary for that Teacher in that school year}}$$

(rounded to the nearest first decimal place).

*(Definition pertains only to the School Board.)

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

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

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

~~XXXXXXXXXX~~

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

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

A.4.0. - TERM OF AGREEMENT

A.4.1. This Agreement is effective on and after September 1, 1989 and expires August 31, 1991.

A.5.0. - APPLICATION OF THIS AGREEMENT

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

(a) The terms and conditions of employment in Part F of this Agreement shall apply to all Continuing Education Teachers including those in continuing education positions of responsibility.

(b) The terms and conditions of employment in Part F do not apply to a Teacher who has executed a permanent or probationary Contract and who is assigned duties in continuing education under that Contract. Such Teachers are governed by the terms and conditions in this Agreement other than Part F.

(c) The terms and conditions in Part F apply to a Permanent or Probationary Teacher who has accepted additional employment as a Continuing Education Teacher with respect only to such additional employment.

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

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

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

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

A.6.1. The Board shall provide in September (or after September when a later date is agreed upon by the Board and the representatives of each Branch Affiliate) to each Teacher a statement of the Teacher's computed salary.

A.6.2. The Board will provide to each Teacher, at the expense of the Boards, within six weeks of the signing of the applicable Agreements, one copy of the applicable terms and conditions of employment. The format in which these Agreements are to be printed or otherwise duplicated for such distribution shall be agreed upon between the Boards' and the Teachers' Metro Negotiating Teams.

A.6.3. A translation of the Agreement into the French language shall be provided by le conseil des écoles françaises de la communauté urbaine de Toronto for its A.E.F.O. Teachers, but in case of any divergence between the English **and** French versions, the English language version of this Agreement will prevail.

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

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

A.8.0.- GRIEVANCE-ARBITRATION PROCEDURE

General Provisions

A.8.1. If a Teacher is unable to resolve by informal discussion with the principal or the appropriate supervisor, any question as to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Teacher may lodge a grievance as provided hereinafter.

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

- A.8.9. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to the grievance.
- A.8.10. No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under this Agreement.
- A.8.11. Grievances initiated and being processed under previous collective agreements between the parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

Initiating a Grievance

- A.8.12. A Teacher may initiate a grievance by:
- (a) committing it to writing on a form provided by the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation (see Appendix A), and
 - (b) having it delivered to the Board during normal business hours within the next 20 school days following the day the cause for the grievance became known to the Teacher or reasonably ought to have become **known** to the Teacher.

Step A

- A.8.13. (a) The Director or designate (who shall not be a Teacher) who has been authorized to act on behalf of the Director shall then meet with the Teacher and they shall endeavour to settle the grievance.

- (b) If the grievance is not settled within ten school days after the date that the grievance was initiated, the Teacher may then proceed to Step B.

Step B

A.8.14.

- (a) To continue the grievance the Teacher must give the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, a copy of the grievance form delivered to the Board pursuant to Step A, and inform the Board of the Teacher's intention to continue the grievance.
- (b) Representatives of the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, and representatives appointed by the Board shall meet with the Teacher within 30 school days after the grievance was initiated and attempt to settle the grievance. Notwithstanding the above, the Teacher may choose not to attend this meeting.
- (c) If the grievance is not settled within 40 school days after the date the grievance was initiated, and if the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, considers the grievance to be justified, the Branch Affiliate, or in the case of Toronto, only the Toronto Teachers' Federation, may then proceed to arbitration on the Teacher's behalf.

- A.8.15. The Board or Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, may initiate a policy or group grievance beginning at Step B of the grievance procedure. The Board or Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, shall initiate such grievance by giving notice to the other party within 90 school days following the day that the cause for the grievance became known or reasonably ought to have become known to the grieving party.
- A.8.16. The time within which such grievance may be brought may extend up to 90 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have become known is within 90 school days preceding the end of the term of this Agreement.
- A.8.17. For grievances involving the Central Agreement, after the grievor(s) has complied with the requirements for filing a grievance, but before attempting to settle the grievance by arbitration, the Board shall submit a copy of the grievance (or written notice of the intention to proceed to arbitration) to **all** the Boards; and the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, shall submit a copy of the grievance (or written notice of the intention to proceed to arbitration) to **all** the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation. Thereafter, it shall be the responsibility of the Boards and Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, which are not original parties to the grievance to keep themselves informed as to the proceedings and the disposition of the grievance.

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

Step C - Arbitration

- A.8.19. (a) To proceed to arbitration, the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, shall within 50 school days after the date the grievance was initiated under Step A give written notice to the Board of its intention to proceed to arbitration together with the name of its appointee to the arbitration board.
- (b) Within 10 school days from the date of the receipt of the notice from the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, the Board shall notify the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, of the name of its appointee to the arbitration board.
- (c) The two appointees shall, within 10 school days of the appointment of the second of them or within a time mutually agreed upon, appoint a third person who shall be the chairperson. If either party fails to name an appointee to the arbitration board, or if the appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Education Relations Commission upon the request of either party.
- (d) No person shall be appointed to the arbitration board who has been involved in an attempt to settle this grievance at an earlier step under A.8.0.

- (e) The Board and the Branch Affiliate, or in the case of Toronto, the Toronto Teacher's Federation, may, by mutual consent, agree on the appointment of a single arbitrator, who shall have the same powers and be subject to the same limitations as an arbitration board. The expenses of the single arbitrator shall be shared equally by the Board and the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation.
- (f) The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties to the grievance. The decision of a majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chairperson shall govern.
- (g) If a grievance concerns the discipline of a Teacher, including disciplinary dismissal, the arbitration board may confirm the decision of the Board or reinstate the Teacher with or without full compensation or otherwise modify the penalty.
- (h) Each of the parties shall bear the expenses of its own appointee to the arbitration board and one half of the expenses of the chairperson of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.
- (i) The single arbitrator or the board of arbitration shall determine its own procedure but shall give full opportunity to all parties to present evidence and make representations.

- (j) It is the right of the Board(s) and Branch Affiliate(s), or in the case of Toronto, the Toronto Teachers' Federation, to intervene and to make representations in an arbitration of a grievance involving the Central Agreement.
- (k) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- (l) The arbitration board shall not make any decision which is inconsistent with any statute or any regulation made thereunder or the provisions of this Agreement, nor which serves to alter, modify or amend any part of this Agreement.
- (m) The arbitration board will attempt to render a decision where feasible **within** 30 calendar days of the completion of the hearing.

A.9.0.- AMENDMENTS

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

ELEMENTARY TEACHERS' GRIEVANCE FORM

Board _____ **Branch
Affiliate*** _____

Name _____

Address _____

School _____

Clause(s) of Agreement Violated _____

Details of Grievance _____

Redress Sought _____

Date Filed _____

Signature of Grievor

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

504

PART B - SALARY

B.1.0. - SALARY GRIDS

B.1.1. All Teachers, other than principals, vice-principals, co-ordinators and assistant co-ordinators, shall be paid in accordance with their placement on the following grids as determined by B.2.0. and B.3.0.:

CATEGORY 1 (D)

<i>step</i>	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$20,340	\$22,902
1	22,047	24,548
2	23,754	26,193
3	25,460	27,838
4	27,168	29,482
5	28,875	31,128
6	30,581	32,773
7	32,288	34,419

CATEGORY 2 (C)

<i>step</i>	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$22,012	\$24,895
1	23,652	26,486
2	25,294	28,076
3	26,935	29,667
4	28,577	31,258
5	30,218	32,849
6	31,860	34,439
7	33,501	36,031
8	35,143	37,621
9	36,783	39,211

CATEGORY 3 (B)

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$23,578	\$26,881
1	25,328	28,572
2	27,079	30,265
3	28,830	31,957
4	30,580	33,647
5	32,333	35,340
6	34,083	37,031
7	35,834	38,724
8	37,585	40,415
9	39,335	42,106
10	41,087	43,799

CATEGORY 4 (A1)

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$27,237	\$29,461
1	28,898	31,018
2	30,691	32,823
3	32,483	34,627
4	34,409	36,680
5	36,332	38,730
6	38,260	40,785
7	40,187	42,839
8	42,113	44,892
9	44,039	46,946
10	45,965	48,999

CATEGORY 5 (A2)

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$28,522	\$30,831
1	30,257	32,467
2	32,127	34,354
3	33,999	36,243
4	35,996	38,372
5	38,008	40,517
6	40,010	42,651
7	42,010	44,783
8	44,014	46,919
9	46,017	49,054
10	48,018	51,187

CATEGORY 6 (A3)

<i>step</i>	<u>Sept/89 - Aug/90</u>	<u>Sept/90 - Aug/91</u>
0	\$31,081	\$33,346
1	33,285	35,588
2	35,556	37,956
3	37,823	40,319
4	40,162	42,813
5	42,497	45,302
6	44,833	47,792
7	47,171	50,284
8	49,507	52,774
9	51,845	55,267
10	54,184	57,760

CATEGORY 7 (A4)

<i>step</i>	<u>Sept/89 - Aug/90</u>	<u>Sept/90 - Aug/91</u>
0	\$32,899	\$35,710
1	35,017	37,648
2	37,329	39,953
3	39,649	42,266
4	42,166	44,949
5	44,682	47,631
6	47,195	50,310
7	49,716	52,997
8	52,229	55,676
9	54,749	58,362
10	57,263	61,042

B.1.2. Should a Teacher's Total Salary payable before promotion exceed the Teacher's Total Salary payable at Step 0 after promotion, then the Teacher shall be placed at the next step, on the appropriate Position of Responsibility grid, up to the maximum, which will if possible result in the Total Salary payable after promotion exceeding the Total Salary payable before promotion. For salary purposes the Teacher shall be deemed to have experience equivalent to such salary step and advance each year thereafter.

- .1.3. Notwithstanding B.1.2., the Total Salary of a Teacher shall not be reduced by a promotion to a position of responsibility. The effective date of the promotion shall be used in the comparison of the two salaries.

.2.0. - PLACEMENT ON THE SALARY GRID

- .2.1. All Teachers except principals, vice-principals, co-ordinators and assistant co-ordinators shall be placed on the salary grid according to the category as determined in B.3.4. and Equivalent Teaching Experience.
- .2.2. The Board may award a permanent Contract to a Teacher returning to teach with the Board.
- .2.3. The determination of Total Salary for a Teacher returning from leave shall be made in accordance with the rights and subject to the conditions with respect to Total Salary which were given or imposed as terms under which the leave was granted.
- .2.4. A Teacher's advancement on the Salary grid for the following school year for increased Teaching Experience may be withheld only for just cause and upon written notice to the Teacher prior to April 30 in the preceding school year, stating the reasons why advancement is to be withheld.

.3.0. - CATEGORY PLACEMENT

- .3.1. A Teacher shall submit all necessary written proof of the change in qualifications to the Director.
 - (a) It shall be the responsibility of the Teacher to apply for any necessary written proof of a change in qualifications.

- (b) The Board shall acknowledge receipt of documents submitted by the Teacher and shall advise the Teacher of the ultimate disposition of the request for change in category placement.
- B.3.2. A Teacher's Grid Salary shall be determined for a school year on the Teacher's qualifications as at September 1 of that year provided that if the Teacher furnishes proof by December 15 of a change in qualifications effective the preceding September 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes proof by June 1 of a change in qualifications effective the preceding January 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1.
- B.3.3. If, prior to the dates by which proof of changed qualifications must be submitted under B.3.2. the Teacher gives written notice to the Director of an intent to furnish proof of changed qualifications as soon as it is available; such proof may be accepted at the discretion of the Director.
- B.3.4. In determining a Teacher's category for placement on the Salary Grid, the Board will be guided by the definitions set out in QECO #1, whether or not a Teacher is eligible to receive an evaluation from QECO. Notwithstanding the use of QECO #4, no Teacher under Contract with a Board on August 31, 1989 shall be paid on the basis of a lower category under QECO #4 than the category on which that Teacher's salary was based at that date, while the Teacher continues under Contract with the Board. No qualification may receive duplicate recognition.

- B.3.5. A Teacher's salary step in a category shall be determined by the Equivalent Teaching Experience credited to the Teacher.
- B.3.6. Notwithstanding any other provision in this Agreement, a Teacher who was under Contract with the Board who continues under Contract with the Board who was advanced on the "salary scale" by reason of credit for early advancement under a previous agreement shall not lose the continued benefit of such early advancement under this Agreement.
- B.3.7. Effective September 1, 1982 a Teacher who commences teaching under Contract with the Board during the same school year in which the Teacher taught as an occasional teacher for a Teacher for 20 or more consecutive instructional or professional activity days immediately prior to entering into the Contract shall be given credit for Teaching Experience from the initial day of the 20 or more consecutive days.
- B.3.8. Notwithstanding any other provisions in this Agreement, for Teachers under Contract with the Board during the 1970-71 school year who continue under Contract with the Board, Related Experience for which a Teacher has been given credit by advancement on the salary grid shall be deemed to be equivalent to Teaching Experience for salary purposes.

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

- B.4.1. All principals and vice-principals shall be paid in accordance with their placement on the following grids:

PRINCIPALS - ELEMENTARY

<u>Step</u>	<u>Sept/89</u> <u>- Aug/90</u>	<u>Sept/90</u> <u>- Aug/91</u>
0	\$65,756	\$70,096
1	67,511	71,967
2	69,267	73,839
3	71,023	75,711
4	72,781	77,585

VICE-PRINCIPALS - ELEMENTARY

<i>step</i>	<u>Sept/89</u> <u>- Aug/90</u>	<u>Sept/90</u> <u>- Aug/91</u>
0	\$56,277	\$59,991
1	58,017	61,800
2	59,759	63,703
3	61,501	65,560

JUNIOR HIGH SCHOOL - PRINCIPALS

<i>step</i>	<u>Sept/89</u> <u>- Aug/90</u>	<u>Sept/90</u> <u>- Aug/91</u>
0	\$69,304	\$73,878
1	71,162	75,859
2	73,024	77,800
3	74,882	79,824

JUNIOR HIGH SCHOOL - VICE-PRINCIPALS

<i>step</i>	<u>Sept/89</u> <u>- Aug/90</u>	<u>Sept/90</u> <u>- Aug/91</u>
0	\$59,120	\$63,022
1	60,979	65,004
2	62,843	66,991
3	64,705	68,976

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

12 MONTH CO-ORDINATOR

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$68,368	\$72,880
1	70,226	74,861
2	72,088	76,846
3	73,945	78,825

10 MONTH CO-ORDINATOR

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$61,914	\$66,000
1	63,777	67,986
2	65,636	69,968
3	67,493	71,948

12 MONTH ASSISTANT CO-ORDINATOR

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$63,778	\$67,987
1	65,636	69,968
2	67,493	71,948
3	69,354	73,931

10 MONTH ASSISTANT CO-ORDINATOR*

Step	Sept/89 - Aug/90	Sept/90 - Aug/91
0	\$59,120	\$63,022
1	60,979	65,004
2	62,843	66,991
3	64,705	68,976

* Includes Chief Consultant - North York.

**B.5.0. - ALLOWANCES FOR POSITIONS
OF RESPONSIBILITY**

- B.5.1. The allowance to be paid a consultant shall be \$3,995 for the 1989-90 school year. For the 1990-91 school year this allowance shall be \$4,259.
- B.5.2. Other allowances for responsibility to be paid to Teachers appointed to positions of responsibility other than those set out in this Part shall be paid as set out in Appendix B-1.

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

- B.6.1. For the 1989-90 school year, separate from any allowances payable to Teachers under B.5.0., the Board shall be allocated an amount equal to \$183 per Teacher based on the actual September 30, 1988 staff as allocated by the agreement then in force. For the 1990-91 school year, this amount shall be \$195 per Teacher based on the actual September 30, 1989 staff as allocated by the agreement then in force. These funds may be used for:
- (a) the payment of responsibility allowances set out in Appendix B-2 and/or
 - (b) for such other purposes as set out in Appendix B-2,
- providing the total amount made available for such other purposes does not exceed the amount set out under B.6.1.

**B.7.0. - ALLOWANCE FOR POST-GRADUATE
DEGREES**

- B.7.1. An allowance shall be paid to a Teacher for one recognized post-graduate degree only, subject to the following:

- (a) the degree must be a further degree beyond any degree for which credit is given in category placement; and
- (b) the allowance shall be in addition to any other salary or allowance to be paid under **this** Agreement.

For the 1989-90 school year, the amount of this allowance shall be \$916. For the 1990-91 school year, the amount of this allowance shall be \$976.

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

For the 1989-90 school year, the amount of this allowance shall be \$327. For the 1990-91 school year, the amount ~~of~~ this allowance shall be \$349.

- B.7.3. In order to be eligible to receive an allowance for a post-graduate degree which was successfully completed prior to September 1 or January 1, a Teacher must submit an official university transcript prior to December 15 or June 1. Payment of this allowance shall be made retroactive to September 1 or January 1 respectively.

- (a) Notwithstanding the foregoing, if the Teacher gives written notice to the Director of an intent to furnish proof of changed qualifications through submission of official university transcripts from a recognized university, such proof may be accepted at the discretion of the Director.

**B.8.0. - PROFESSIONAL DEVELOPMENT
ALLOWANCES**

B.8.1. These allowances shall be payable to Teachers in Category 3(B) as follows:

Step 1: for five university courses leading to a recognized degree and above the requirements for admission to category 3(B); at maximum $\frac{1}{3}$ the difference between the maxima of categories 3(B) and 4(A1) to the nearest dollar, and 60% of this figure for those below maximum who qualify, and

Step 2: for ten university courses leading to a recognized degree and above the requirements for admission to category 3(B); at maximum $\frac{2}{3}$ the difference between the maxima of categories 3(B) and 4(A1) to the nearest dollar, and 60% of this figure for those below maximum who qualify.

B.9.0. - SPECIAL EDUCATION ALLOWANCES

B.9.1. A Teacher who is teaching special education and who has a specialist certificate in special education obtained from the Ministry of Education for Ontario shall receive the Special Education Allowance, provided that the Teacher has not used any course or part of a course undertaken as a part of the specialist qualification to effect a category change.

B.9.2. A Special Education Allowance shall be payable pursuant to B.9.1. For the 1989-90 school year, the amount of this allowance shall be \$1,170. For the 1990-91 school year, the amount of this allowance shall be \$1,247.

B.9.3. Notwithstanding B.9.1. and in recognition of certain exceptions established in previous collective agreements, a Teacher who was in receipt of a Special Education Allowance during the 1983-84 school year by virtue of a previous collective agreement shall continue to receive that allowance unless the Teacher should cease to teach special education or has resubmitted qualifications in order to improve the Teacher's category or to qualify for other allowances.

B.10.0. - OTHER ALLOWANCES

B.10.1. Upon request the Board will complete T2200 forms submitted to it by a Teacher who is in receipt of a travel and/or expense allowance paid by the Board.

B.10.2. A Teacher shall be reimbursed for school related expenses on presentation of suitable proof of expenditure for which prior authorization had been obtained.

B.10.3. Any other allowances shall be paid in accordance with Appendix B-3.

**B.11.0. - HOLIDAY AND VACATION FOR
12 MONTH CO-ORDINATORS/
ASSISTANT CO-ORDINATORS**

B.11.1. Where a Board employs 12 month co-ordinators and/or assistant co-ordinators, these Teachers shall continue to be entitled to holidays, vacation and 'Board days' in accordance with the Board's present procedures unless otherwise mutually agreed by the Boards and Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation.

B.12.0. - CALCULATION OF A DAY'S SALARY

B.12.1. For purposes of calculating a day's salary under this Agreement, the amount shall be equal to:

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

**B.13.0. - RECOVERY OF OVERPAYMENT/
UNDERPAYMENT**

B.13.1. Only in the case of fraud or misrepresentation shall any overpayment or underpayment on qualifications incurred in the prior year be recoverable or payable. Notwithstanding the foregoing, in the case of a dispute in effect during the prior school year a recovery may be required for the period of the current school year.

**B.14.0. - COST OF LIVING ALLOWANCE
(C.O.L.A.)**

B.14.1. For the period ~~September 1, 1990~~ to August 31, 1991 a cost of living allowance shall be paid to Teachers.

B.14.2. The calculation of this allowance shall be made monthly for each month in which the cost of living index for Metropolitan Toronto exceeds 107.1% of the August, 1990 C.P.I. The last such calculation, if any, shall be made on the basis of the August 1991 C.P.I.

- B.14.3. The calculation of this allowance for each such month shall be based on the

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

Where A is calculated as follows:

$$A = \frac{\text{C.P.I. Month} - \text{C.P.I. Aug. 1990}}{\text{C.P.I. August 1990}} - 0.071$$

- B.14.4. C.P.I. month means the Consumer Price Index for Metropolitan Toronto (1981 = 100) for the month in question as published by Statistics Canada in the following month.
- B.14.5. Should Statistics Canada modify or change its method of calculation of Consumer Price Indices the Board shall meet the Branch Affiliates to discuss appropriate revisions in the C.O.L.A. formulae to keep any changes in salary proportionate to changes in consumer prices.
- B.14.6. Any Teacher in receipt of salary during any month for which an allowance is paid shall be entitled to the allowance. The monthly allowance, if any, shall be accumulated and paid in a lump sum to eligible Teachers as soon as possible following publication of the August, 1991 C.P.I. The accumulated lump sum shall not exceed 2% of the Grid Salary of a Teacher at Step 10 of Category 7(A4) and shall be prorated for **Part-time Teachers.**
- B.14.7. **For** the purposes of the Cost of Living Allowance, "Grid Salary" for Principals, Vice-Principals, Co-ordinators and Assistant Co-ordinators shall be the Grid Salary of a Teacher at Step 10 of Category 7(A4).

APPENDIX B-1

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

EAST YORK Nil

ETOBICOKE Nil

METRO

For 1989-90

A responsibility allowance shall be paid to each Head Teacher and to the Surrey Place Program Director. For the 1989-90 school year, the amount of this allowance shall be \$1,997.

An additional allowance shall be paid to a Head Teacher per class for each class in excess of two classes for which a Head Teacher is responsible. For the 1989-90 school year, the amount of this allowance shall be \$302.

A responsibility allowance shall be paid to the Surrey Place Liaison Teacher. For the 1989-90 school year, the amount of this allowance shall be \$1,205.

For 1990-91 - see Letter of Understanding re Delivery of Programs and Services for Students Identified as Trainable Retarded.

NORTH YORK

A responsibility allowance shall be paid to each Program Leader appointed prior to 1974. For the 1989-90 school year, the amount of this allowance shall be \$3,995. For the 1990-91 school year, the amount of this allowance shall be \$4,259.

A responsibility allowance shall be paid to each Program Leader appointed in 1974 or thereafter. For the 1989-90 school year, the amount of this allowance shall be \$3,544. For the 1990-91 school year, the amount of this allowance shall be \$3,778.

ORONTO

1. Reading Clinician's Allowance
 - (a) For the 1989-90 school year, the amount of this allowance shall be \$3,995. For the 1990-91 school year, the amount of this allowance shall be \$4,259.
 - (b) The title "Reading Clinician" shall include any Teacher in charge of a reading clinic, including:
 - (i) Reading Clinicians appointed in accordance with the policy adopted by the Board on June 30, 1977 (as given in the Board Minutes, P. 604).
 - (ii) Vice-principals in charge of reading clinics or Teachers in charge of reading clinics paid as vice-principals in accordance with B.4.1., and
 - (iii) Principals in charge of reading clinics or Teachers in charge of reading clinics paid as principals in accordance with B.4.1.
 - (c) The salary for Teachers appointed to the position of Reading Clinician after June 30, 1977 shall be their Grid Salary plus the responsibility allowance set out in (a) above.
 - (d) Teachers appointed to the position of Reading Clinicians prior to June 30, 1977 shall continue to receive their present salary provided they continue as Reading Clinicians, and

- (e) All future reference to Reading Clinicians shall be understood to incorporate items (i), (ii) and (iii).

2. Program Co-ordinators - Special Education

- (a) For the **1989-90** school year, the amount of this allowance shall be **\$1,235**. For the **1990-91** school year, the amount of this allowance shall be **\$1,317**.
- (b) The title "Program Co-ordinator - Special Education" shall include the following:

- *Program Co-ordinator
- SP (Speech)

- *Program Co-ordinator
- SP (Hearing)
- Itinerant

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

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

3. New Positions

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

YORK

Nil

APPENDIX B-2

RESPONSIBILITY ALLOWANCES
(Other than specified in B.5.1. or
Appendix B-1)

EAST YORK

The following Responsibility Allowances shall be in effect for the school years 1989-90 and 1990-91 and shall be based on the rates as set out below:

<u>Positions</u>	<u>Sept/89- Aug/90</u>	<u>Sept/90 Aug/91</u>
Curriculum Resource Teacher (full unit)	\$1,570	\$1,674
Team Leader	1,570	1,674
Major Chairperson	1,506	1,605
Minor Chairperson	1,131	1,206

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

ETOBICOKE

The monies generated by B.6.1. shall be used to provide funds for the responsibility allowance of Chairpersons. For the 1989-90 school year, the amount of this allowance shall be \$2,452. For the 1990-91 school year, the amount of this allowance shall be \$2,614.

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

METRO

For 1989-90

A responsibility allowance shall be paid to the Swimming Supervisor. For the 1989-90 school year, the amount of this allowance shall be \$2,417.

A responsibility allowance shall be paid to each Program Leader. For the 1989-90 school year, the amount of this allowance shall be \$1,205.

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

For 1990-91 - see Letter of Understanding re Delivery of Programs and Services for Students Identified as Trainable Retarded.

NORTH YORK

The following Responsibility Allowances shall be in effect for the school years 1989-90 and 1990-91 and shall be based on the rates as set out below:

<u>Positions</u>	<u>Sept/89- Aug/90</u>	<u>Sept/90 Aug/91</u>
Convener - Elementary School	\$ 2,595	\$ 2,766
Co-ordinating Chairperson (JHS)	3,392	3,616
Major Chairperson (JHS)	2,827	3,014
Minor Chairperson (JHS)	1,886	2,010
Assistant Chair- person (JHS)	755	805

SCARBOROUGH

Commencing September 1, 1989 the allowance for Chairpersons for the 1989-90 school year, shall be \$1,296. For the 1990-91 school year, the amount of this allowance shall be \$1,382.

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

TORONTO

I. Elementary School Co-ordinator Program

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

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

For the 1989-90 school year, this rate shall be \$117.

For the 1990-91 school year, this rate shall be \$125.

2. The staff of each school shall receive, from the Board, information regarding the amount allocated to the school for the elementary co-ordinator program for the current school year.
3. The staff of a school or other place where Teacher(s) may be assigned or the itinerant staff of a special education program may choose to select an elementary school co-ordinator(s) and/or use the monies allocated for alternatives as stated in 6. below.
4. Where a staff chooses to select an elementary school co-ordinator, the following conditions shall apply:

- (a) the staff of the school shall establish a job description for each position ;
 - (b) the position shall be available to any staff member not already appointed to a position of responsibility;
 - (c) the selection of a Teacher for this position shall be made by the staff in a manner decided upon by the staff;
 - (d) such co-ordinators shall be appointed by the Board for a period of one school year only;
 - (e) the rate of remuneration shall be \$500 only or \$1,000 only as may suit the job description and degree of responsibility involved; and
5. Teachers appointed to such a position shall be responsible to the principal through the staff.
6. Where a staff chooses not to use any or all of its allocated funds for payment of an elementary school co-ordinator, the allocated monies shall be used for the following alternative purposes:
- (a) to provide additional occasional teachers to allow staff members to engage in staff development and/or curriculum development activities singly or in small groups;
 - (b) to pay for attendance at conferences and, where applicable, the fee for membership in a professional curriculum-related organization which membership is a prerequisite for attendance at the conference, or professional development courses not leading to credit for salary placement;

- (c) to pay for fees or honoraria for resource personnel (from outside the Board staff) to conduct professional development programs;
- (d) to pay for personnel (from outside the Board staff) hired on a per diem basis to assist the school (the pupils and the Teachers) in its staff development activities;
- (e) and the staff shall make recommendations, through the principal to the Area Superintendent as to the appropriate allocations of any funds available.

7. The Area Superintendent may approve an expenditure recommended under 6. above, or refer the recommendation back to the staff for further consideration giving reasons, in writing, for the refusal. The final authority for approval for expenditures shall be the Area Superintendent.

II. Professional Development Committee (Elementary)

- 1. Any funds generated under B.6.1. which are not re-allocated under I. above shall be used to pay for program oriented professional development programs for members of the Toronto Teachers' Federation. Such programs are to be jointly developed by the Board and the Toronto Teachers' Federation.
- 2. The Board shall establish a Professional Development Committee (Elementary).
 - (a) The Board shall appoint four members of this committee, two of whom shall be trustees.
 - (b) The Toronto Teachers' Federation shall appoint four members to this committee.

- (c) The members of **this** committee shall elect two co-chairpersons.
 - (d) The members appointed by the Board shall elect one co-chairperson from among themselves.
 - (e) The members appointed by the Toronto Teachers' Federation shall elect one co-chairperson from among themselves.
 - (f) The committee shall then determine its in-committee procedures.
3. The Professional Development Committee (Elementary) shall recommend:
- (a) programs for the professional development of Teachers
 - (b) dates for those professional activity days which are centrally determined.
4. Applications received under C.6.0. shall be considered in private session by the Professional Development Committee (Elementary) which shall choose the successful applicants and recommend these to the Board **as** set out below.
5. The Professional Development Committee (Elementary) shall report to the Personnel and Organization Committee which **shall** consider such reports as it would reports from any of its regular sub-committees.

YORK

A Curriculum Chairperson shall receive an allowance. For the **1989-90** school year, the amount of this allowance shall be **\$1,324**. For the **1990-91** school year, the amount of **this** allowance shall be **\$1,411**.

A senior school guidance counsellor who holds a guidance specialist certificate or its equivalent shall receive an allowance. For the **1989-90** school year, the amount of this allowance shall be \$1,324. For the **1990-91** school year, the amount of this allowance shall be **\$1,411**.

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

APPENDIX B-3

OTHER ALLOWANCES
(pursuant to B.10.3)

EAST YORK

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

ETOBICOKE

Nil

METRO

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

NORTH YORK

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

SCARBOROUGH

Tuition Expenses

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

Curriculum Writing Teams

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

TORONTO

An allowance shall be paid for those assigned to two or more schools a day. For the **1989-90** school year, the amount of this allowance shall be **\$246**. For the **1990-91** school year, the amount of this allowance shall be **\$262**.

An allowance shall be paid for those with responsibilities at the Boyne River or Island Schools. For the **1989-90** school year, the amount of this allowance shall be **\$648**. For the **1990-91** school year, the amount of this allowance shall be **\$691**.

YORK

Nil

PART C - EMPLOYEE BENEFITS

C.1.0. - MISCELLANEOUS LEAVES

- C.1.1. Application for miscellaneous leave shall be made to the Director or designate. The Teacher shall notify the principal of the application at the time it is made and whenever possible shall make the application at least five school days prior to the day for which the leave is requested.
- C.1.2. Miscellaneous leaves without loss of salary and with deduction from Sick Leave Credits.
- (a) Miscellaneous leave up to a maximum of five days in any one year may be granted by the Director to a Teacher in a school year of ten months, and six days to a Teacher employed on a 12 month basis, without loss of salary but with deduction of Sick Leave Credits for the purpose of:
- (i) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year,
 - (ii) attending the graduation of a husband, wife, son, daughter, parent or grandchild, from a recognized post secondary institution,
 - (iii) attending a festival of the arts in which the Teacher is a participant,
 - (iv) attending trustee or other relevant conventions when the Teacher is a school trustee in another municipality or is a member

of a municipal council or local board thereof,

(v) participating in or coaching at tournaments or athletic events related to international events, or to finals of provincial or national competition approved by the Board,

(vi) moving to a new place of residence on the day of the move or, for the purpose of moving, another day acceptable to the Director or the Director's designate, limited to once during the school year,

3/3
(vii) caring for a member of the Teacher's immediate family in a case of serious illness when the Teacher has been unable to obtain other proper care for such member,

(viii) attending the funeral of a close relative or friend,

(ix) attending as president or senior executive officer at an approved convention, meeting or other function of a federation, a lodge, service club, church council, alumni association or recognized community organization,

(x) observing religious holy days,

3/3
(xi) when adoption leave is not taken and circumstances require the Teacher to be present during the adoption procedure,

C.1.2.

(xii) a father attending the birth of his child, or

C.1.2.

(xiii) under special circumstances for reasons approved by the Director.

(b) Two of the days under C.1.2.(a) above may be granted for reasons other than those listed in C.1.2.(a)(i) to (xiii) on the agreement of the Teacher and the principal.

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

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

(i) writing university or similar examinations,

(ii) attending the Teacher's own graduation,

(iii) participating in **programs** for exchange teachers,

(iv) participating on approved curriculum committees or attending approved workshops and/or conferences,

(v) attending court, either as a person charged or as a party in any action in which the Teacher's presence is required, or

(vi) under special circumstances for reasons approved by the Director.

63
A-1

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

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

- (a) quarantine or other order of medical health authorities,

63
A-1

- (b) jury duty or duty as a witness in any court to which the Teacher had been summoned in any proceedings to which the Teacher is not a party or one of the persons charged provided that the Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or witness, or

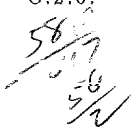
- (c) attending the hearing of an arbitration of a grievance pursuant to an Agreement to which the Teacher is a party, when the Teacher's presence is required by the arbitration board.

C.2.0. - PREGNANCY LEAVE

C.2.1. Pregnancy Leave will be granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part XI (Appendix C-1).

580
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C.2.2. Only a Teacher who has been employed continuously by the Board for a period of at least one year prior to the commencement of the period of eleven weeks immediately preceding the estimated date of her delivery shall be eligible for Pregnancy Leave.

C.2.3. If a Teacher takes a Pregnancy Leave of seventeen weeks or less, in compliance with the Employment Standards Act, the Teacher **will** be given credit for Teaching Experience for salary and seniority purposes for that period.

C.2.4. Any Teacher returning from a Pregnancy Leave of seventeen weeks or less will be reassigned, where possible, to the school/department from which the Teacher went on Pregnancy Leave, but the Teacher's final placement shall be subject to the **surplus** procedures.

C.2.5. The Board shall continue to pay its share of the Teacher's insured employee benefit plans for the period of the Pregnancy Leave.

C.2.6. A Teacher granted Pregnancy Leave under C.2.1. which commences on or after the first day of the second month following the signing of this Agreement or the date of approval of Appendix C-3 by the Canada Employment and Immigration Commission, whichever is later, who complies with the requirements set out in Appendix C-3, shall be compensated in accordance with Appendix C-3 for the two week waiting period.

(a) Except for 12 Month **Co-ordinators/Assistant** Co-ordinators, no supplemental benefit otherwise payable in accordance with Appendix C-3 shall be paid under **this Plan** for any week which falls after the last school day in **June** and before the first school day in September.

C.3.0. - INFANT CARE LEAVE

- C.3.1. Only a Teacher eligible for Pregnancy Leave or who has been granted a Pregnancy Leave may apply for Infant Care Leave at the same time as the Teacher applies for Pregnancy Leave or no later than 30 days prior to the date the Pregnancy Leave is to end.
- C.3.2. If a Teacher does not plan to take a Pregnancy Leave for reasons of being on vacation, holidays or leave, the Teacher may still apply for Infant Care Leave, but such leave shall commence only on the first school day following the expected delivery of the child.
- C.3.3. The application for Infant Care Leave shall include the requested expiration date of the leave which shall be in accord with C.3.5.
- C.3.4. Except as set out in C.3.2., Infant Care Leave shall commence immediately following the last day of Pregnancy Leave.
- C.3.5. If an Infant Care Leave or a combined Pregnancy/Infant Care Leave ends
- (a) on December 31,
 - (b) on the final day of March break,
or
 - (c) on August 31,
- the Teacher shall be given credit for Teaching Experience for the leave period up to a maximum of two years, otherwise a Teacher shall not accrue experience for salary or seniority purposes except as specified in this Agreement.
- C.3.6. The sum of a Pregnancy Leave and an Infant Care Leave granted under *this* Agreement shall not exceed two years.

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C.3.7. Notwithstanding C.3.1. and C.3.4. a Teacher who has been employed continuously by the Board for a period of at least one year prior to the commencement of the period of eleven weeks immediately preceding the estimated date of delivery of his child shall also be eligible for Infant Care Leave provided he applies at least 60 days prior to the commencement of the leave. Infant Care Leave shall commence no later than 17 weeks following the birth of his child.

C.4.0. - ADOPTION LEAVE

C.4.1. Only a Teacher who has been employed continuously for a period of at least one year immediately prior to the request for an Adoption Leave shall be eligible to apply for Adoption Leave.

C.4.2 *6/1/17* Adoption Leave up to 17 weeks without pay shall be granted to an eligible Teacher under the following conditions:

- (a) Such a leave is to commence on the date of the adoption and end within 17 weeks of the adoption on a date to be agreed upon by the Teacher, principal and the Director.
- (b) In the event no agreement can be reached as to the expiration date, the Teacher shall be granted an Adoption Leave of 17 weeks without pay to commence immediately a child becomes available for adoption; and
- (c) In either case the Teacher must give notice to the Board of intent to adopt at or prior to the time that the Teacher's application for adoption is submitted.

3.4.3. When a Teacher takes an Adoption Leave, the Teacher shall be granted credit for Teaching Experience for the duration of the leave.

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3.4.4. The Board shall continue its share of the Teacher's insured employee benefit plans for the period of the Adoption Leave.

3.4.5. A Teacher granted Adoption Leave under C.4.1. which commences on or after the first day of the second month following the signing of this Agreement or the date of approval of Appendix C-3 by the Canada Employment and Immigration Commission, whichever is later, who complies with the requirements set out in Appendix C-3, shall be compensated in accordance with Appendix C-3 for the two week waiting period.

(a) Except for 12 Month Co-ordinators/Assistant Co-ordinators, no supplemental benefit otherwise payable in accordance with Appendix C-3 shall be paid under this Plan for any week which falls after the last school day in June and before the first school day in September.

3.5.0. - CHILD CARE LEAVE

C.5.1. Only a Teacher eligible for Adoption Leave or who has been granted Adoption Leave may apply for Child Care Leave at the same time as the Teacher applies for Adoption Leave or no later than 30 days prior to the date the Adoption Leave is to end.

C.5.2. If a Teacher does not require an Adoption Leave for reasons of being on vacation, holidays or leave, the Teacher may still apply for Child Care Leave,

but such leave shall commence only on the first school day following the adoption of the child.

C.5.3. The application for Child Care Leave shall include the requested expiration date of the leave which shall be in accord with C.5.5.

C.5.4. Except as set out in C.5.2., Child Care Leave shall commence immediately following the last day of Adoption Leave.

C.5.5. If a Child Care Leave or a combined Adoption/Child Care Leave ends

- (a) on December 31,
- (b) on the final day of March break, or
- (c) on August 31,

the Teacher shall be given credit for Teaching Experience for the leave period up to a maximum of two years, otherwise a Teacher shall not accrue experience for salary or seniority purposes except as specified in this Agreement.

C.5.6. 6/2/07
C.5.6. The sum of an Adoption Leave and a Child Care Leave granted under this Agreement shall not exceed two years.

C.6.0. - LEAVES OF ABSENCE WITH PAY

6/2/07
C.6.1. Leaves of absence with pay may be granted for the purpose of approved study or activity, upgrading or updating employment qualifications, retraining or any circumstances which shall be reported to the Board.

C.6.2. A leave of absence with pay may be granted by the Board for the purposes set out in C.6.1. on the recommendation of the Director to a Teacher who has demonstrated a high level of competence in the Teacher's employment.

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To qualify for a leave of absence with pay a Teacher shall have completed a minimum of six years of service in the employ of one of the Boards.

C.6.4. Salary and other benefits shall be paid or credited to Teachers granted a leave of absence with pay while continuing with the purpose of the leave in an amount equal to 80% of the Teacher's Total Salary while on leave.

C.6.5. Tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave after official receipts have been submitted to the Director but the amount shall not exceed an aggregate maximum of \$1,000 per annum.

C.6.6. A Teacher granted such a leave of absence with pay, before going on such leave, shall execute an agreement (in the form set out in Appendix C-2) to remain in the employ of the Board full time (or equivalent if the Teacher so requests and the Board is able to accommodate such request) for a period equal to twice the length of the period of the leave following the Teacher's return.

C.6.7. A Teacher granted a leave of absence with pay shall receive the normal increment in Grid Salary and other benefits for which the Teacher is eligible. Deductions for superannuation, pension, income tax or other required deductions shall be on the basis of the actual Total Salary paid. A Teacher on leave of absence with pay shall be responsible for making arrangements for any further payments to the Teachers' Superannuation Fund and to the Superannuation Adjustment Fund.

C.6.8. A Teacher failing to carry out the purpose for which the leave was granted shall upon request repay to the

Board the money paid on account of the leave or, on failing to remain in the employ of the Board for the agreed minimum period, shall upon request repay to the Board pro rata the money paid by the Board on account of the leave. Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the Teacher.

- C.6.9. The total number of elementary school Teachers on a leave of absence with pay at any one time shall not exceed one per cent of the elementary school Teachers employed by the Board. For the 1990-91 and 1991-92 school years the minimum number of leaves of absence with pay granted shall not be fewer than the full time equivalent of four Teachers in Toronto, three in Scarborough, if sufficient applications meet the criteria and are considered by the selection committee to be worthy of forwarding to the Board. In the other Boards of Education and the School Board the actual number of Teachers will be decided by the Board in consultation with the appropriate Teacher representatives appointed by the Branch Affiliates.
- C.6.10. Other matters relating to Leaves of Absence with Pay may be found in the Local Agreement.

C.7.0. - SPECIAL TRAINING ASSIGNMENTS

- C.7.1. In addition to those Teachers permitted leave of absence with pay under C.6.0, and subject to mutually acceptable contractual arrangements, the Board may send Teachers on assignments as the needs of the Board dictate.
- C.7.2. The criteria for selection shall be at the discretion of the Board.

C.7.3. A Teacher who accepts a special training assignment shall, before going to that assignment, execute an agreement with the Board to remain in the employ of the Board for such periods as stipulated below:

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

C.8.0. - LEAVES OF ABSENCE WITHOUT PAY

C.8.1. A leave of absence without pay for a period of one year or less may be granted by the Board to a Teacher under a permanent Contract on the recommendation of the Director in consultation with the appropriate Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, representatives. The Teacher may waive the requirement that

the Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation representatives be consulted.

- C.8.2. A Teacher on leave of absence without pay shall, upon request, be provided **with** such information as **will** enable the Teacher to pay full premiums for employee benefits outlined in **C.14.0.** so as to ensure uninterrupted employee benefits for the period of the leave.
- C.8.3. In leaves such as those for C.U.S.O. or C.I.D.A., the Board may grant leave for a period longer than one year.
- C.8.4. Other matters related to Leaves of Absence without Pay may be found in the Local Agreement.

**C.9.0. - LEAVES OF ABSENCE FOR
FEDERATION BUSINESS**

- C.9.1. A Teacher granted leave of absence under C.9.0. shall be entitled to the Total Salary and employee benefits to which the Teacher is entitled under this Agreement.
- C.9.2. At the request of a Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, the Board will grant a leave of absence for federation business for up to one year to one representative of the Branch Affiliate, limited to two Teachers; but in the case of Toronto the two representatives may be from the same Branch Affiliate.
- C.9.3. The Board and Branch Affiliate, or in the case of the Toronto Teachers' Federation, shall equally share the cost of the Total Salary and other benefits to which the Teacher is entitled during the period of the leave.

C.9.4. The arrangements for the leave of absence under C.9.2. and C.9.10. shall be settled prior to May 31 for the following school year, or as soon as possible thereafter.

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C.9.5. At the request of the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, the Board shall excuse members of the Branch Affiliates' ~~negotiating team~~ **from** teaching duties? The Board will allow to each Branch Affiliate the equivalent of 20 school days for preparation for negotiations and negotiations. Should the Branch Affiliates require more than the 20 days mentioned above, the Board shall provide further leave and the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, shall indemnify the Board with respect to its actual costs, if any, incurred in replacing any Teacher excused for these purposes.

C.9.6. The Board shall reassign a Teacher who notified the Board in writing by April 15 of the Teacher's intention to return from a leave ending on August 31 to the school/department from which the Teacher went on leave but the Teacher's final placement shall be subject to the surplus procedures. A Teacher who does not so notify the Board shall be reassigned subject to the surplus procedures to a teaching position which may be elsewhere in the system.

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C.9.7. The Board shall grant a leave of absence to a Teacher who holds an office requiring part or full-time duty at the Affiliate and/or Federation level, provided that the Affiliate and/or Federation reimburses the Board for the cost of the Teacher's Total Salary and other benefits. The period of the leave shall not exceed two years.

C.9.8. Members of the Branch Affiliates who are members of committees established under the Central Agreement or the Local Agreement, or such other committees as established by the Board, when meetings of these committees are convened during school hours by the Board, shall be excused from teaching duties.

C.9.9. At the request of the Branch Affiliate or in the case of Toronto, the Toronto Teachers' Federation, the Board may excuse additional members of the Branch Affiliate for federation business (except for negotiations and preparation for negotiations), provided that this does not interfere with the reasonable requirements of the school program, that occasional teachers are available for replacement and that the Branch Affiliate or in the case of Toronto, the Toronto Teachers' Federation, indemnify the Board with respect to the actual costs incurred in replacing any Teacher excused for these purposes.

C.9.10. For Toronto only, additional leave shall be granted to other officers of the Branch Affiliates or the Toronto Teachers' Federation, on a full or part-time basis, to a maximum of three Teachers to carry out Federation business provided that the Branch Affiliate or the Toronto Teachers' Federation reimburses the Board for the cost of the Teacher's Total Salary and Insured Employee Benefits.

(a) The minimum period of leave under C.9.10 shall be not less than either of the periods:

September 1 through December 31 following or January 1 through June 30 following, and shall not be more than one school year less one day.

**C.10.0. - LEAVES UNDER C.6.0.,
C.7.0., C.9.0. AND E.4.0.**

C.10.1. A Teacher granted leave under C.6.0., C.7.0. or C.9.0. and a Teacher granted leave under E.4.0. shall be entitled to full credit for Teaching Experience for salary and seniority purposes for the duration of the leave and, upon return, shall be reinstated in a position which is at least equivalent to that held at the commencement of the leave.

C.11.0. - SICK LEAVE

C.11.1. The Director shall in accordance with the terms of this Agreement have power to do and perform all things necessary for the conduct of the Sick Leave Credit and gratuity plan under this Agreement hereinafter referred to as the Plan.

C.11.2. The Director shall be responsible for keeping an account of accumulated Sick Leave Credits and deductions therefrom.

C.11.3. Sick Leave Credits shall be recorded in the Teacher's sick leave account, hereinafter referred to in this Plan as the Teacher's account, in such a way as to indicate whether they are for a full day's salary or a part day's salary as calculated in B.12.0.

C.11.4. The Teacher's Sick Leave Credits shall be accumulated in the Teacher's account from year to year.

C.11.5. There shall be placed in the Teacher's account at the date of the commencement of this Agreement the number of Sick Leave Credits equal to the unused Sick Leave Credits held by the Teacher to that date under the

provisions of any plan or agreement of the Board existing immediately prior to commencement of this Agreement.

C.11.6. Where any employee of a board of education, a school board, the Province of Ontario, municipality or local board thereof within the Province of Ontario that has established a Sick Leave Credit plan becomes a Teacher without intervening employment that interrupts the continuity of employment under which Sick Leave Credits are accumulated under such a plan (except in the case of a Teacher who is declared surplus by one of the Boards) the Board shall place to the Teacher's credit in the Teacher's account that number of Sick Leave Credits equal to the credit of such a Teacher in the plan of such board of education, school board, Province of Ontario, municipality or local board thereof, provided that the number of Sick Leave Credits to be so placed shall not exceed the number of Sick Leave Credits that would have been accumulated at the rate set under this Agreement.

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C.11.7. On September 1 of each school year, there shall be placed in the Teacher's account where the Teacher is on a working year of ten months, 20 Sick Leave Credits and in the Teacher's account where the Teacher is on a working year of 12 months, 24 Sick Leave Credits.

C.11.8. At the beginning of a Teacher's employment under Contract commencing after September 1 of the school year, there shall be placed in the Teacher's account the number of Sick Leave Credits equal to that fraction of the total number of Sick Leave Credits for that working year that the working time remaining in that working year bears to the total working time.

- C.11.9. A Teacher absent on leave of any kind, other than on sick leave under this plan, shall not be entitled to Sick Leave Credits during the leave period.
- C.11.10. A Teacher absent from duty for reasons other than personal illness or injury shall not accumulate Sick Leave Credits during such absence unless specially agreed upon.
- C.11.11. Where a Teacher ceases to be employed by the Board,
 - (a) the number of Sick Leave Credits in the Teacher's account shall be reduced by two Sick Leave Credits for each month or part of a month remaining in the working year of such Teacher;
 - (b) if a Teacher receives a gratuity or other allowance calculated in relation to or on the basis of the Sick Leave Credits in the Teacher's account the Sick Leave Credits standing to the Teacher's credit shall be reduced by the number of days used in calculating the gratuity.
- C.11.12. In the event of re-employment of a Teacher, the Director shall reinstate the Sick Leave Credits standing to the credit of that Teacher on resignation unless such reinstatement is specifically prohibited by statute.
- C.11.13. A Teacher entitled to a benefit under a statute shall not be entitled to receive the benefit once under the statute and second time under this Agreement.
- C.11.14. A Teacher's absence for illness or injury for a period of:
 - (a) five consecutive school days or less may be certified by the school principal or by the official of the Board in charge of the appropriate department;

- (b) over five consecutive school days must be certified by a licensed medical practitioner or, if on account of acute inflammatory condition of the teeth or gums, certified by a licentiate of dental surgery. In special cases, there may be exemption at the discretion of the Director;
- (c) over 20 consecutive school days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under this Agreement.

- C.11.15. The Board will, when implementing C.11.14.(c), advise the Teacher in writing of any medical certificates required to ensure continuance of sick leave pay.
- C.11.16. **As** soon as possible, a Teacher who is absent from duty due to illness, injury or dental condition shall notify the Board of the date at which the Teacher plans to return to duty.
- C.11.17. Should the Teacher have obtained a certificate indicating that the Teacher is medically fit to resume duty, the Teacher shall so notify the Board.
- C.11.18. Should the Board require the Teacher to be examined by a medical practitioner or licentiate of dental surgery appointed by the Board prior to the Teacher's return to duty, the Board shall so notify the Teacher.
- C.11.19. Whenever possible, the Board ~~shall~~ arrange for **any** such examination(s) within two days of the day the Teacher notified the Board of the date the Teacher plans to return to duty.

C.11.20. Should the Board be unable to arrange for any such examination(s) within the two days indicated above, and

(a) should the Teacher have already obtained a medical certificate indicating he/she is fit to return to duty, and

(b) should the medical practitioner or licentiate of dental surgery appointed by the Board subsequently certify that the Teacher is fit to return to duty,

the Teacher shall not be deducted Sick Leave Credits beyond the end of the two days indicated above.

C.11.21. The Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense provided that the Teacher may choose a medical practitioner or licentiate of dental surgery to be present at the examination. Upon request a Teacher shall be given a copy of the certificate submitted in accordance with the above.

C.11.22. Subject to the provisions of this Agreement respecting Workers' Compensation,

(a) a Sick Leave Credit shall be deducted from the Teacher's account for each day of absence due to illness or a dental condition for which the Teacher's salary is paid, and no salary payments shall be made to the Teacher for absence due to illness or dental condition beyond the number of Sick Leave Credits in the Teacher's account except pursuant to the resolution of the Board, and

- (b) a Teacher who is absent from duty due to illness or dental condition shall be paid for each day of absence the Total Salary to which the Teacher would have been entitled to receive for that day to the extent of the Sick Leave Credits in the Teacher's account.

C.11.23. When a Teacher is absent by reason of incapacity because of an accident or other condition occurring while on duty and an award is made by the Workers' Compensation Board,

76
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- (a) the Teacher shall be entitled to payment of an amount equal to the difference between the Teacher's daily Total Salary and the amount of such award for a period up to 40 teaching days without deduction of Sick Leave Credits from the Teacher's account,
- (b) if the incapacity continues for a period beyond 40 teaching days, the Board will continue to pay the Teacher's Total Salary with deduction of Sick Leave Credits from the Teacher's account. There shall be no deduction of Sick Leave Credits from the Teacher's account for payments made by the Workers' Compensation Board but such absence from duty shall result in deduction of Sick Leave Credits calculated as follows:
 - (i) calculate the daily Total Salary of the injured Teacher and the daily award of the Workers' Compensation Board,
 - (ii) express the difference between the daily Total Salary and Workers' Compensation Board's daily award as a ratio (to five decimal points) of the daily Total Salary,

- (iii) calculate the Sick Leave Credits to be deducted by multiplying the resulting ratio as calculated in (ii) above by the number of days absent from work in excess of 40 **and** charge these days against the Sick Leave Credits in the Teacher's account. (Deductions to be made to the nearest one half day),
- (c) in the event that the injured Teacher exhausts the Sick Leave Credits in the Teacher's account the Board will continue to pay the Total Salary as in C.11.23(b) for a period up to one year from the date of the Workers' Compensation Board award,
- (d) the injured Teacher shall not receive or accumulate Sick Leave Credits while absent from work and receiving benefits under the terms of this clause. In the event that the Teacher returns to work before the end of the school year, Sick Leave Credits **will** be allocated on a pro rata monthly basis from the date of return to work before the end of the school year (i.e. two Sick Leave Credits per month),
- (e) in the event that a Teacher is required to cease work because of the recurrence of the incapacity caused by the original injury or condition and benefits are again paid by the Workers' Compensation Board, the Board shall pay the Teacher for up to the balance of the one year granted in accordance with the procedure outlined above.

C.11.24. A Teacher shall be deemed to be on Pregnancy Leave and not entitled to sick leave if she is absent because of

pregnancy or post-delivery recovery. Nothing herein precludes a Teacher from receiving sick leave pay if absent because of complications arising out of her pregnancy or post-delivery recovery period or subsequent to Pregnancy Leave.

- C.11.25. The Board shall not terminate the Contract of a Teacher because the Teacher has exhausted the accumulated Sick Leave Credits and is absent due to illness or injury and is in receipt of Workers' Compensation benefits or long term disability insurance benefits provided under a long term disability plan provided by the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation. This Teacher shall be deemed to be on a leave of absence without pay after the expiration of the benefits noted in this Agreement.

C.12.0. - SICK LEAVE CREDIT GRATUITY

- C.12.1. A Sick Leave Credit gratuity shall be paid:

- 76
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- (a) to a Teacher who retires on or after January 1, 1970 and who is entitled on such retirement to receive payment of retirement benefits commencing on such retirement as a participating member of a pension plan of a Board or Teacher's superannuation plan recognized by the Board whether or not the Teacher elects to receive such payment commencing on retirement or the Teacher elects to defer the commencement of such payment;
- (b) to a Teacher who becomes totally and permanently disabled from performing the duties of the Teacher's employment with the Board:

(c) as a death benefit to a named beneficiary or to the estate of a Teacher who dies while in the employ of the Board.

C.12.2. The Sick Leave gratuity to be paid shall be equal to 2% of the Total Salary of the Teacher at the time of retirement, disability or death, multiplied by the number of full years' service with the Boards, less any monies which the Teacher received as a service gratuity plus accrued interest at 6% compounded semi-annually from the date of payment of the gratuity, provided that the amount of the Sick Leave Credit gratuity payment shall not exceed the statutory limits, i.e. the Teacher's per diem rate multiplied by half the Sick Leave Credits accumulated in the Teacher's account **and** provided **as** well that the amount of such payment shall not exceed the statutory limit of one half year's earnings.

C.12.3. **For** the purpose of calculating the amount of Sick Leave Credit gratuity only Sick Leave Credits earned by the Teacher during employment with the Boards shall be taken into account; Sick Leave Credits accumulated outside the Metropolitan Toronto area will be used first in the case of illness but will not be used in the calculation of the gratuity.

C.13.0. - NORTH YORK AND TORONTO SERVICE GRATUITIES

C.13.1. The service gratuity plans in force in North **York** and Toronto during the school year 1969-70 will remain in force for all Teachers who were under Contract with either of the above Boards for the school year 1969-70 and who have continued under Contract with such Board to the effective date of this Agreement.

- (a) This Plan shall **also** remain in effect for any Teacher eligible under C.13.1, whose Contract is transferred to the Council during the term of this Agreement and in accordance with the Municipality of Metropolitan Toronto Act as amended by Bill 160.

C.14.0. - INSURED EMPLOYEE BENEFITS

C.14.1. **Insured Health Care**

- (a) **Ontario Health Insurance Plan (O.H.I.P.)**

The Board shall provide the appropriate payroll deductions of the O.H.I.P. premiums.

Ninety per cent of the premium cost of O.H.I.P. shall be paid by the Board.

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- (b) **Extended Health Benefits**

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

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- (i) hearing aid benefits to a maximum of \$400 per person, and
- (ii) eyeglasses (including contact lenses) benefits to a maximum of \$75 per person per two year period (effective the first day of the second month following the signing of this Agreement the maximum to

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be \$140 and effective January 1, 1991 the maximum to be \$160), but

- (iii) if contact lenses are prescribed for medical rather than cosmetic reasons, the benefit will extend to a maximum of \$150 per person per two year period (effective the first day of the second month following the signing of this Agreement the maximum to be \$190 and effective January 1, 1991 the maximum to be \$200).
- (iv) health coverage while outside Canada.

One hundred per cent of the premium cost for Extended Health coverage shall be paid by the Board.

(c) Semi-Private Hospital Care Benefits

*70%
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The Boards shall provide a Semi-Private Hospital Care Plan for Teachers.

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

(d) Dental Health Care Plan

*70%
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The Boards shall provide a dental health care plan for Teachers that shall continue the level of benefits during the 1988-89 school year. Benefits will be based on the 1987 Ontario Dental Association Schedule of Fees for General Practitioners.

Sixty-nine percent of the premium costs shall be borne by the Board.

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Effective on the first day of the second month following the signing of this Agreement eighty percent of the premium costs shall be borne by the Board and benefits will be based on the 1988 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 1990 eighty-five percent of the premium costs shall be borne by the Board.

Effective January 1, 1991 ninety percent of the premium costs shall be borne by the Board.

Effective January 1, 1991, benefits shall be based upon the 1989 Ontario Dental Association Schedule of Fees for General Practitioners.

The Board shall provide the appropriate payroll deductions for the Teacher's share of the Dental Plan premium.

The Plan shall include the following provisions:

- (i) a **basic** plan reimbursed at a level of **100%** with a maximum \$5,000 per person annually.
- (ii) A major restorative rider, reimbursed at a level of 80% with a maximum combined with the basic plan, of \$10,000 per person annually.
- (iii) An orthodontic rider, reimbursed at a level of 50%, with an annual maximum of **\$1,000** per person and a lifetime maximum of **\$2,000** per person.

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- (e) The Boards may change the carrier of any employee benefits plan upon 60 days notice to the Branch Affiliates, of any possible changes, provided that any benefits provided by such other carrier are at least equivalent to the current benefits.
- (f) The Branch Affiliates will be notified as soon as reasonably possible of any proposed change in premium if any portion of the premium is being paid by the Teacher.

C.14.2. Under a previous collective agreement, in consideration of the continuation of an improved employee benefit package, the Branch Affiliates, on behalf of the Teachers, released the Boards from the obligation they might otherwise have had to pay to Teachers any Unemployment Insurance Commission rebate available because of the existence of a wage loss plan (sick leave plan). Such rebate shall continue to be used by the Boards to defray part of their increased cost of benefits.

C.14.3. Life Insurance

(a) **Group Life Insurance Plan**

- (i) The Boards shall provide a Group Life Insurance Plan for Teachers with a maximum option of \$140,000 coverage. Effective October 1, 1990, the Boards shall provide a Group Life Insurance Plan for Teachers with a maximum option of \$160,000 coverage.
- (ii) One hundred per cent of the premium cost of the first \$25,000 coverage shall be paid by the Board. One

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hundred per cent of the premium cost for a specific level of insurance over the basic \$25,000 coverage shall be paid by the Teacher.

Subject to C.14.3.(a)(v) effective the first day of the second month following the signing of this Agreement one hundred per cent of the premium cost of the first \$35,000 coverage shall be paid by the Board. One hundred per cent of the premium cost for a specific level of insurance over the basic \$35,000 coverage shall be paid by the Teacher.

- (iii) The Board shall provide the appropriate payroll deductions for the cost of the specific level of insurance over the basic \$25,000 coverage opted for by the Teacher.

Subject to C.14.3.(a)(v) effective the first day of the second month following the signing of this Agreement the Board shall provide the appropriate payroll deductions for the cost of the specific level of insurance over the basic \$35,000 coverage opted for by the Teacher.

- (iv) Options of \$25,000, \$40,000, \$60,000, \$80,000, \$100,000, \$120,000 and \$140,000 coverage shall be available to Teachers.

Effective the first day of the second month following the signing of this Agreement, options of \$35,000, \$40,000, \$60,000, \$80,000, \$100,000, \$120,000 and \$140,000 coverage shall be available to Teachers. Subject to the actively at work provision in the Plan, Teachers who were previously enrolled for the \$25,000 option on the last day of the first month following the signing of this Agreement shall be enrolled in the \$35,000 option effective the first day of the second month following the signing of this Agreement.

- (v) Effective October 1, 1990, options of \$35,000, \$40,000, \$60,000, \$80,000, \$100,000, \$120,000, \$140,000 and \$160,000 coverage shall be available to Teachers.

There shall be an enrolment period from the first school day of September 1990 to the last school day of September 1990 inclusive to allow Teachers to take advantage of the increased limits of coverage. Subject to the actively at work provision in the Plan and to the Board having received a request from the Teacher for increased coverage, a participating Teacher shall be allowed to move up one level of coverage over the Teacher's present coverage without proof of insurability.

Changes in the amount of coverage shall come into effect on October 1, 1990 for Teachers who are actively at work. For Teachers who are not actively at work on October 1, 1990, changes in the amount of coverage shall come into effect on the day the Teacher returns to work.

Notwithstanding the above, coverage of a Teacher who dies prior to October 1, 1990, who is actively at work during the enrolment period and for whom the Board has received a request for increased coverage, shall be deemed to be upgraded by one step.

(b) **Joint Management Committee**

- 6/1
- (i) A Joint Management Committee shall be responsible for operating the Group Life Insurance Plan. The Committee shall be chaired by a person appointed by the School Board. Such chairperson shall be non-voting.
 - (ii) The elementary Branch Affiliates of each Board or in the case of Toronto, the Toronto Teachers' Federation, shall jointly appoint one representative to the Joint Management Committee for a two year period and the names of such representatives shall be forwarded to the chairperson of the Joint

Management Committee no later than November 1. Four of these representatives shall be non-voting observers.

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

C.14.4. All Part-time Teachers shall be entitled to the insured employee benefits which are available to Teachers who teach full-time.

C.14.5. The portion of premium cost for insured employee benefits to be paid by the Board for a Part-time Teacher shall be determined as follows:

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

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

C.14.6. In the event that the Branch Affiliates or in the case of Toronto, the Toronto Teachers' Federation, arrange an additional insured benefit, the Board shall provide the appropriate payroll deduction of the Teacher's premiums.

C.14.7. **Provision for Retired Teachers**

If approved by the insurance underwriters and if there is no increased cost in premium to the Boards, a Teacher who retires from the Board prior to age 65 may retain membership in any of the Group Benefit

Plans to which the Teacher belongs at the time of retirement until the Teacher attains the age of 65 years. The retired Teacher must pay the full premium cost to maintain the Teacher's participation and coverage under the group contracts.

C.14.8. Provision for the Spouse of a Deceased Teacher

If approved by the insurance underwriters and if there is no increased cost to the Boards, the spouse of a deceased Teacher may retain membership in any of the Group Benefit Plans to which the Teacher belonged at the time of death. The spouse may retain membership until such time as the deceased would have attained the age of 65 or the spouse remarries, whichever occurs first. The spouse of the deceased Teacher shall pay the full premium cost to maintain participation under the group contracts.

C.15.0. - PREPARATION TIME

C.15.1. Effective September 1, 1989, every classroom Teacher shall be entitled to 120 minutes of preparation time per 5 day cycle, free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period). Such preparation time shall be during the students' instructional day.

C.15.2. Effective September 1, 1991 every classroom Teacher shall be entitled to 300 minutes of preparation time per 10 day cycle free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period). Such preparation time shall be during the students' instructional day.

- C.15.3. A classroom Teacher is **any** Teacher who teaches students and may include a Part-time Teacher, an itinerant Teacher, a librarian, a specialist or a principal or vice-principal.
- C.15.4. Where a classroom Teacher does not have full-time instructional duties such time shall **be** prorated accordingly.
- C.15.5. Preparation time shall be scheduled in blocks of not less than 20 consecutive minutes.
- C.15.6. Preparation time is defined as time used for preparation and planning or student evaluation or other such duties as may be permitted during such time by Board policy.
- C.15.7. Preparation time may be rescheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the principal. In such cases the Teacher shall be entitled to have such time made up **as** soon as administratively possible.
- C.15.8. The provisions in the **1985-86** local agreements that pertained to preparation time shall continue to apply during the term of this Agreement.

APPENDIX C-1

PREGNANCY LEAVE

Excerpt from the **Employment Standards Act**, R.S.O. 1980, c.137, as amended to date.

Pregnancy Leave

35. No employer shall terminate the employment of or lay off an employee who is entitled to a leave of absence under section 36, but the employer may **require** the employee to commence a leave of absence pursuant to section 36 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 the pregnancy.

When leave to be taken

36. (1) An employee who is pregnant and who **has** been employed by **her** employer for a period of at least twelve months and eleven weeks immediately preceding the estimated day of her delivery, whether such employment commenced before or after the coming into force of this Act, shall be entitled upon her application therefore to a leave of absence of at least seventeen weeks from her employment or such shorter leave of absence as the employee may request commencing during the period of eleven weeks immediately preceding the estimated day of her delivery.

Leave after delivery

- (2) Notwithstanding subsection (1) and subject to subsection (5) where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before **the** expiration of six weeks following **the** actual date of her delivery.

Notice

- (3) The employee shall give her employer two weeks notice in writing of the day upon which she intends to commence her leave of absence and furnish her employer with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his opinion.

Leave may be shortened

- (4) Subject to subsection (5), an employee may, with the consent of her employer, shorten the duration of the leave of absence requested under (subsection 1).

Furnishing of certificate

- (5) An employee may shorten the duration of the ~~six~~ week period mentioned in subsection (2) upon giving her employer one week's notice of her intention so to do and furnishing her employer with the certificate of a legally qualified medical practitioner, stating that she is able to resume her work.

Leave where employee ceases work

37. **An** employee who does not apply for leave of absence under section 36, and who is otherwise entitled to pregnancy leave thereunder, shall be entitled to and shall be granted leave of absence in accordance with section 36 upon providing her employer before the expiry of two weeks after she ceased to work with a 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 day upon which, in his opinion, delivery will occur or the actual date of her delivery.

Reinstatement and preservation of seniority

38. (1) An employee who intends to resume her employment on the expiration of a leave of absence granted to her under this Part shall so advise her employer and on her return to work her employer shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of her leave of absence.

Idem

- (2) Where the employer has suspended or discontinued operations during the leave of absence and has not resumed operations upon the expiry thereof, the employer shall, upon resumption of operations, reinstate the employee to her employment or to alternate work in accordance with an established seniority system or practice of the employer in existence at the time her leave of absence began with no loss of seniority or benefits accrued to the commencement of her leave of absence, and in the absence of such a system or practice shall reinstate the employee in accordance with subsection (1).

Employment standards officer may make order

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

APPENDIX C-2

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

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

BETWEEN:

THE BOARD
(hereinafter called the "Board")
OF THE FIRST PART

- and -

of the in The Municipality
of Metropolitan Toronto (hereinafter
called the "Teacher")
OF THE SECOND PART

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

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

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

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

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

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

(a) the Board should terminate the Teacher's employment with the Board for cause; or

(b) the employment with **the** Board is terminated by the Teacher;

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

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

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

**THE BOARD OF EDUCATION
FOR THE**

Chairman

SIGNED, SEALED
AND DELIVERED
in the presence of:

Director of Education

Teacher

APPENDIX C - 3

**SUPPLEMENTAL UNEMPLOYMENT BENEFITS (SUB)
PLAN**

1. The object of **this** SUB Plan is to supplement the unemployment insurance (U.I.) benefits received by Teachers from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Adoption Leaves.
2. Only Permanent Teachers and Probationary Teachers as defined in accordance with **A.3.0.(q)** and **A.3.0.(s)** the Agreement to which Appendix C-3 is appended are covered by this Plan.
3. The other requirements for receipt of a **SUB** are:
 - (a) the Teacher must be eligible to receive U.I. pregnancy **or** adoption benefits from the Canada Employment and Immigration Commission;
 - (b) **an** application for SUB must be made by the Teacher on **a** form to be provided by the Board and the Teacher shall provide verification of the approval of the U.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission;
 - (c) the Teacher shall sign an agreement with the Board indicating:
 - (i) that the Teacher will return to **work** (prior to submitting any resignation) and remain in the service

of the Board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and

(ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SUB Plan.

4. A Teacher must have applied for U.I. benefits before a SUB becomes payable.
5. A Teacher disentitled or disqualified from receiving U.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the Teacher has applied and qualified for U.I.
6. A Teacher shall not have the right to a SUB payment except for supplementation of U.I. benefits for the unemployment period as specified by this Plan.

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The benefit level paid under this Plan is set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of the SUB, U.I. gross benefits and any other earnings received by the Teacher

shall not exceed 95% of the Teacher's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.

8. The two week waiting period before U.I. benefits commence is the maximum number of weeks for which a **SUB** is payable.
9. The duration of this Plan is from the first day of the second month following signing of the Agreement to which this Plan is appended or the **date** of approval of this Plan by the Canada Employment and Immigration Commission, whichever is later, until August 31, 1991.

PART D - STAFFING

D.1.0. - STAFFING PROCEDURES

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

D.2.0. - STAFFING LEVELS

- D.2.1. The number of Teachers that the Boards must employ under the terms of this Agreement shall not be less than that determined by the formulae set out in D.3.0.
- D.2.2. Teachers on any kind of absence shall not be included for the purpose of determining the number of Teachers a Board is required to employ. If the Board replaces a Teacher on a leave of absence with another Teacher or occasional teacher, such teacher shall be counted in the number of Teachers under D.2.1.
- D.2.3. In the application of the formulae in D.3.0., the use of the word "enrolment" shall refer to enrolment data reported to the School Board by a Board for the last school day in September of the staffing year unless otherwise qualified or designated in this Agreement.
- D.2.4. The formulae used to calculate the number of Teachers are not prescriptive of the use which a Board **may** make of such Teachers. The Board may use its allocated staff as it sees fit in order to satisfy its own educational needs.
- D.2.5. The number of Teachers employed under D.2.1. shall not include consultants, co-ordinators, assistant

co-ordinators or Teachers centrally employed who do not provide services directly to students on a regular basis, and any other classifications or positions heretofore not included.

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

- (b) the staff allocated to junior high schools determined by the application of the junior high school formula as set out in the secondary teachers' agreement for grade 9 enrolment.

D.3.0. STAFF ALLOCATION FORMULA

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

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

- (a) For the school year 1989-90

Grade Level Classification	Staffing Rate per 1,000 Enrolment
Jr. Kindergarten	50.0
Sr. Kindergarten	42.3
Grades 1-3	42.9
Grades 4-6	39.7
Grades 7-8	42.5

- (b) For the school year 1990-91

Grade Level Classification	Staffing Rate per 1,000 Enrolment
Jr. Kindergarten	50.0
Sr. Kindergarten	42.3
Grades 1-3	44.5
Grades 4-6	40.7
Grades 7-8	42.5

- (c) For the school year 1991-92

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

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

- (d) The classroom enrolment for junior and senior kindergarten shall equal the F.T.E., junior and senior kindergarten enrolments respectively for September of the staffing year.
- (e) The F.T.E. Enrolments for September of the staffing year for grades 1 to 3 summed, grades 4 to 6 summed and for grades 7 and 8 summed shall be reduced pro-rata by the total calculated special education enrolment as determined in clause D.3.8.(b)(iii) to give the classroom enrolment for each of the three grade level classifications.

D.3.2. Other school staff shall be:

- 1.25 staff per education unit; plus
- 3.20 staff per 1,000 junior enrolment; plus
- 5.30 staff per 1,000 intermediate enrolment

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

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

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

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

D.3.3. **Inner-city:**

- (a) The inner-city enrolment for a Board shall be the result of multiplying the greater of the Total Enrolment for September for the year previous to the staffing year or the Total Enrolment for September of the staffing year by the Inner-City Percentage of the Board for the staffing year and rounding to the nearest whole number.
- (b) The staff allocated by the inner-city sub-formula shall be:

4.4 staff per 1000 inner-city enrolment.

D.3.4. **Local program staff shall be:**

- (a) For the school year **1989-90**, **8.5** staff plus **1.66** staff per **1,000** F.T.E. Enrolment for September **1988** or for September **1989**, whichever is greater.

- (b) For the school year **1990-91 8.5** staff plus **1.80** staff per **1,000** F.T.E. Enrolment for September **1989** or for September **1990**, whichever is greater.
- (c) For the school year **1991-92 9.0** staff plus **1.80** staff per **1,000** F.T.E. Enrolment for the September previous, or for September of the staffing year, whichever is greater.

D.3.5. French:

- (a) The "French enrolment" of a Board shall be the number of students receiving French language instructional time of at least **150** minutes per day of instruction in the French language as reported by the Board for September of the year previous to the staffing year.
- (b) French program staff for the school year **1989-90** shall be:
 - 3.5** staff per **1,000** French enrolment.
- (c) Effective September 1, **1990**, the French program staff shall be:
 - 3.8** staff per **1,000** French enrolment.

D.3.6. The enrolment ~~decline staff shall be:~~

2.0 staff per **1,000** enrolment
 decline plus
0.7 staff per percentage decline

and shall be determined as follows:

- (a) The enrolment decline shall be the result of subtracting the F.T.E. Enrolment for the staffing year from the F.T.E. Enrolment of the previous year, if the result is a number greater than **zero**.

- (b) The percentage decline shall be the result of multiplying the enrolment decline as determined in D.3.6.(a) by the constant 100 and dividing the result by the F.T.E. Enrolment of the year previous to the staffing year and rounding the result to the nearest one-tenth of a percent.
- (c) Effective September 1, 1990, the enrolment decline subformula set out above under D.3.6. shall be deleted.

.3.7. English-as-a-Second Language:

- (a) Effective September 1, 1989 the staff allocated for English-as-a-Second Language/Dialect (E.S.L./D.) purposes shall be determined by the application of the formula set out under D.3.7.(b) through D.3.7.(d) below.
- (b) Each immigrant student registering in an elementary school or Grade 7 or 8 of a junior high school within 24 months of entering Canada shall be given a statistical weighting according to the time elapsed since the student originally registered with the Board, as follows:

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

- (c) The Total Enrolment of the Board shall be multiplied by the percentage (calculated to two decimal places) of the population within the Board, where the household language is neither English nor French (as reported in the latest Canadian Census for Metropolitan Toronto), multiplied by 0.018 to determine the household language factor registrations.
- (d) The total of the weighted registrations as determined in D.3.7.(b) and the household language factor registrations in D.3.7.(c) shall be multiplied by 34.5 per 1000 total registrations to obtain the number of E.S.L./D. Teachers generated under D.3.7.
- (e) D.3.7.(b) through D.3.7.(d) shall also apply to le Conseil.

D.3.8.

Special Education:

- (a) The special education sub-formula shall be based upon calculated special education enrolment as calculated in D.3.8.(b). This enrolment shall be based only upon the sum of F.T.E. Enrolments for grades 1 to 8 inclusive.
- (b) The calculated special education enrolments for a Board shall be determined as follows:
 - (i) an inner-city based incidence rate shall be generated by multiplying the average inner-city incidence rate as set out in column 2 of D.3.8.(d) by the Inner-City Percentage of the Board and dividing by the weighted average Inner-City Percentage of the Boards and the result rounded to the nearest two decimal places;

- (ii) the inner-city based rate determined in D.3.8.(b)(i) shall be added to the overall incidence rate as set out in column 3 of D.3.8.(d) to determine the total special education incidence rate for the Board;
- (iii) the incidence rate as determined in D.3.8.(b)(ii) shall be multiplied by the greater of the F.T.E. Enrolments (grades 1 to 8 inclusive) for September of the staffing year, or for the September previous to the staffing year, or the September previous to that, and this result divided by the constant 1,000 and rounded to the nearest whole number to produce the calculated special education enrolment.
- (c) The calculated special education enrolment as determined in D.3.8.(b) shall be multiplied by the staffing rate as set out in column 4 of D.3.8(d) and divided by the constant 1,000 to determine the special education sub-formula staff allocation.

(d)	(1)	(2)	(3)	(4)
				Staffing
				Rate per
				1,000
				Calculated
				Spec. Ed.
				Enrolment
School Year	Inner-City	Overall Rate		
1989-90	9.5	46.5		143.20
1990-91	9.5	46.5		143.20
1991-92	9.5	46.5		143.20

D.3.9. The staff allocated by the January Enrolment adjustment sub-formula shall be:

25.0 staff per 1,000 weighted enrolment change as determined in sub-clause (b) below shall be determined as follows:

- (a) The staff allocated to a Board shall be adjusted to allow for probable changes in enrolment levels during the school year.
- (b) The changes in F.T.E. Enrolment between the last school day in September and the last school day in January in each of the three school years previous to the staffing year shall be weighted as follows:

<u>September to January</u> <u>F.T.E. Enrolment Change</u>	<u>Weight</u>
three school years ago	0.30
two school years ago	0.33
previous school year	0.37

- (c) Effective September 1, 1990, the January enrolment adjustment sub-formula under D.3.9. shall be deleted.

B. The formula set out under D.3.10. and D.3.11. shall apply only to the School Board.

D.3.10. **Classroom Staff**

- (a) The weighted enrolment shall be determined **by** applying the following weightings to the full-time equivalent enrolment as of September 30 in a school year:

Weightings

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

- (b) Classroom staff shall be calculated by dividing the weighted enrolment as determined in **D.3.10.(a)** by the classroom staffing factor which for the school year **1989-90** shall be **10.15**.
- (c) Effective September 1, **1990**, the classroom staffing factor shall be **10.02**.
- (d) Effective September 1, **1991**, the classroom staffing factor shall be **9.85**.

D.3.11. Other School Staff

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

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

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

(c) One swim Teacher at Beverley School.

(d) Basic Board Staff: 2 Teachers

D.3.12. Should the delivery of programs and services for students identified as trainable retarded be moved to a metro-wide special education delivery model D.3.B. and the formula set out under D.3.10. and D.3.11. shall, at that time, be deleted from this Agreement. The number of Teachers to be allocated for the metro-wide delivery shall then be determined in accordance with D.2.7.

D.4.0. - PROVISION OF DATA

D.4.1. The School Board shall provide to the Branch Affiliates enrolment data and formula staffing data based upon actual enrolment data for September 30 of the staffing year as soon as feasible after that date.

D.4.2. The School Board shall forward to the Branch Affiliates by October 20 a preliminary report on the calculation of the staffing levels based on September actual enrolments.

D.4.3. The School Board shall forward to the Branch Affiliates by December 15 a final report on the final calculation of the staffing levels based on September actual enrolments together with a report

of the actual staff employed as of the last school day of September, October and November.

- 3.4.4. The Boards shall continue to use the enrolment and staffing data projected in March to determine projected staffing levels for September next. However the School Board will, upon reasonable notice, provide to the Branch Affiliates projected enrolment and formula staffing data for September of the next staffing year **as soon as** feasible after receipt of the request for such information.
- 3.4.5. A Board will as of December 15, if requested, and upon receipt of reasonable prior notice, provide the Branch Affiliates for that Board with information concerning the deployment of formula staff within the Board.
- 3.4.6. Each Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, will designate a member who shall receive enrolment data and projections as referred to in this section.

**3.5.0. - STAFFING LEVELS FOR THE YEAR
FOLLOWING TERMINATION
OF THIS AGREEMENT**

- 3.5.1. The number of Teachers to be employed by a Board for the school year commencing September 1, 1991 shall be determined **as** set out in D.2.0.

PART E - DECLINING ENROLMENT PROVISIONS

E.1.0. - SURPLUS PROCEDURE

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

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

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

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

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

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

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

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

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

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

E.1.12. Other matters relating to surplus procedures may be found in the Local Agreement.

E.2.0. - PART-TIME TEACHER PROVISION

E.2.1. A full-time Teacher who, prior to March 1 (or a later date if set out in the Local Agreement) requests to teach part-time commencing the following school year either for a specified period of one or two school years or without any period being specified shall be granted the request to teach part-time provided:

- (a) there are full-time Teachers who are projected to be surplus in any of the Boards after May 15 based on March 15 enrolment projections, and
- (b) the number of full-time equivalent teaching positions to be filled by Part-time Teachers will not exceed 4% of the staff allocated to the Board under D.3.0. and
- (c) in the opinion of the Director the number of positions to be held by Part-time Teachers to teach in the same school is not excessive.

E.2.2. At the discretion of the Director the number of positions in the Board filled by Part-time Teachers may exceed 4% of the full-time equivalent positions.

E.2.3. When the total full-time equivalent number of part-time teaching positions is less than the number of full-time equivalent requests, then seniority with the Board shall determine which ~~Teachers~~ shall be granted part-time teaching positions.

E.2.4. A Teacher who requests and is granted an assignment as a Part-time Teacher **for a** specified period will return to

full-time teaching at the end of the period subject to **the** surplus procedures.

- E.2.5. Notwithstanding E.2.4., a Teacher may apply for an extension of the Teacher's part-time assignment and such extension shall be subject to **the** approval of the Director. Such application shall be made prior to March 1.
- E.2.6. For purposes of calculating **the** sick leave Credit gratuity (under C.12.0.), of a Teacher who taught full-time and who was granted an assignment as a Part-time Teacher on or after September 1, 1978 pursuant to E.2.0. or the Declining Enrolment provisions in a previous collective agreement,
- (a) the "final Total Salary of the Teacher" shall be the full-time annual rate of the earnings of the Teacher, and
 - (b) the maximum amount payable shall not exceed one half the full-time annual rate.

E.3.0. - RECALL PROCEDURES

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

the initial date of termination and not the deferred date of termination if the Teacher elects deferral under E.1.3. or E.1.6.

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

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

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

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

**E.4.0. - SPECIAL LEAVE OF ABSENCE
- FOUR OVER FIVE PLAN**

E.4.1. During the period of projected surplus and for the purpose of reducing the

number of Surplus Teachers in the Board, the following clauses shall be implemented.

- E.4.2. A Permanent Teacher may be granted a special leave of absence without stated purpose on the following conditions:
- (a) the Teacher agrees to forego 20% of the Teacher's Total Salary for each year the agreement is in force but shall be paid 80% of the Teacher's Total Salary in each of the five years of the plan including the leave year,
 - (b) the leave plan shall not take place in the first year of the five years,
 - (c) the Teacher must make written application to participate in the plan on or before March 15, and
 - (d) the Teacher will be notified as soon as possible whether the Teacher has been accepted in the plan.
- E.4.3. A Teacher who is granted such leave shall enter into an agreement with the Board on the terms and conditions set out in the form of agreement in Appendix E-1.
- E.4.4. The Board, after consultation with the Branch Affiliates, or in the case of Toronto, the Toronto Teachers' Federation, shall set quotas in regard to the maximum number of leaves in E.4.0, which can be taken in any year. As far as possible, the quotas will be set to meet both the requests of the Teachers and the program needs of the Board in a time of declining enrolment. However, the Board may grant such leave even if a surplus is not projected in the Board for the year in which the leave is to ~~take~~ place.

E.4.5. A Thistleton Teacher who is a participant in the Deferred Salary Leave Plan as at August 31, 1983 may continue according to the terms of the plan as outlined in Section 8:12 of the 1982-83 Collective Agreement between the Provincial Schools Authority and the Federation of Provincial Schools Authority Teachers.

E.5.0. - RETRAINING

E.5.1. The conditions for retraining Teachers during a period of declining enrolment are:

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

E.5.2. If the Teacher agrees to undertake such retraining,

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



- (b) If such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a leave under the conditions of C.7.0.
- (c) Subject to the provisions of E.5.0., the Teacher shall comply with the conditions otherwise required of a Teacher granted leave with pay under C.7.0.
- (d) Upon return to work the Teacher shall undertake any assignment for which the Teacher is qualified.

E.5.3. The number of Teachers who may undertake such retraining in any one year shall not exceed the number of Surplus Teachers, and

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

E.5.4. The foregoing provisions for retraining have been introduced on an experimental basis and will be reviewed by the parties before either party recommends continuance of these provisions in any subsequent agreement.

E.6.0. - LEAVES OF ABSENCE WITHOUT PAY

E.6.1. A Teacher who has been in the employ of the Board for a period of seven consecutive years or more shall be granted leave of absence without pay upon request provided that the Commencement and the end of such leave coincide with the commencement and end of a school term or terms.

E.7.0. - SPECIAL LEAVE PLAN

- E.7.1. A Teacher eligible under E.7.2. may apply by April 15 to the Board for special leave commencing September 1 next. The period of leave to **be** granted shall be determined by the Board and shall not exceed one school year.
- E.7.2. Only a Permanent Teacher who is eligible to make direct payment into the Ontario Teachers' Superannuation Fund **may apply.**
- (a) It is the responsibility of the Teacher to obtain the information directly applicable to E.7.2.
- E.7.3. The Board may grant leave under E.7.0. in which case the Board shall pay \$25.00 to the Teacher to enable the Teacher to qualify to make up the Teacher's share of contribution to the Ontario Teachers' Superannuation Fund for the period of that leave.
- (a) Should the regulation under the Teachers' Superannuation Act be amended to require payment of more than \$25.00, the Board **will** pay the increased amount up to a maximum of one day's pay at the minimum of Category A1 on the **Salary Scales.**

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

THIS AGREEMENT made in duplicate
this day of , 19 .

B E T W E E N :

(hereinafter referred to as the "Board")

- and -

(hereinafter referred to as the "Teacher")

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

1. During the five (5) years commencing September 1, 19 and ending August 31, 19 ,
 - (a) the Teacher will work for the Board for four (4) school years (hereinafter referred to as the "work period") at eighty percent (80%) of the salary to which the Teacher would otherwise be entitled but the Board shall pay one hundred per cent (100%) of the cost of the Board's share of the Teacher's insured employee benefits and
 - (b) the Teacher shall have a leave of absence of one (1) school year (hereinafter referred to as the "leave period") with pay at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence and one hundred per cent (100%) of the cost of the Board's share of the insured

employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.

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

insured employee benefits, and shall make deductions for income tax purposes and other purposes as are required by law, and

- (b) Other deductions consistent with those made for other Teachers who are not on leave if requested to do so by the Teacher.
8. The leave period may be postponed for one year only, by the Board on notice in writing to the Teacher given prior to January 1 of the year in which the leave is to commence but only if the Teacher is indispensable to the program needs of the Board during the leave period set out under this agreement. If the leave period is postponed from the fifth school year to a sixth year, payment of salary and employee benefits in the fifth year shall be made on the same basis as if the Teacher were on the leave of absence but, in the sixth year where the Teacher is on the leave of absence, the Board shall pay
- (a) to the Teacher one hundred per cent (100%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence, and
 - (b) one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.
9. If the Teacher dies during the term of this agreement before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Teacher's estate.
10. If the Teacher dies during the term of this agreement after having commenced or completed the leave period the Board shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual monies paid during the leave period, the difference shall be paid by the Board to the Teacher's estate. Should the actual monies paid during leave period exceed the actual monies

withheld during the work period the Teacher's estate shall not be liable to pay this difference to the Board.

11. If, as a result of accident, injury or **illness**, the Teacher becomes permanently disabled during the term of this agreement and, in the opinion of the Board's doctor(s), is no longer medically fit to carry out the Teacher's duties, **this** agreement will be terminated forthwith and **the** Board shall determine the actual monies withheld during the work period and the actual monies paid during the leave period. Should the actual monies withheld during the **work** period exceed the actual monies paid during the leave period the Board shall pay this difference to the Teacher. Should the actual monies paid during the leave period exceed the actual monies withheld during the work period, **the** Teacher shall not be required to repay **this** difference to the Board.
12. If, for reasons other than those specified in paragraphs **9, 10** and **11** above, the Teacher does not fulfill the Teacher's obligation with respect to the work period, after having commenced or completed the leave period, the Teacher shall pay to the Board twenty per cent (**20%**) of the Total Salary to which but for this agreement the Teacher would otherwise have been entitled in each of **the** years or part thereof of **the** work period the Teacher does not work for the Board.
13. In the event a Teacher is granted a leave without pay during the term of this agreement, the period of **this** agreement shall be extended by **the** length of the term of the leave without **pay**.
14. No interest shall be payable by the Board or by the Teacher **on** any monies payable by either of them under this agreement.
15. The period of the leave of absence under this agreement shall not interrupt the continuity of the Teacher's service with the Board and shall constitute Teaching Experience for salary and seniority purposes.

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

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

**THE BOARD OF EDUCATION
FOR THE**

Chairperson

Director of Education

Teacher

PART F - CONTINUING EDUCATION TEACHERS

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

F.1.0. - GRIEVANCE AND ARBITRATION PROCEDURE

F.1.1. This Grievance and Arbitration Procedure is deemed to be part of the Collective Agreements between the parties pursuant to section 130a and section 130g of the Municipality of Metropolitan Toronto Act, and

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

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

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

- (a) A Continuing Education Teacher or a group of Continuing Education Teachers, unable to resolve a complaint informally, may initiate a grievance within 15 days following the day the cause of the grievance became known or reasonably ought to have been known to the Continuing Education Teacher(s). The notice of grievance, signed by the grievor and the President of the Branch Affiliate or designate, shall be made in writing to the Director or designate. **This** notice shall state the section or sections of Part F that it is alleged have

been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. In any informal discussions the Continuing Education Teacher or group of Continuing Education Teachers may be accompanied by a representative of the Branch Affiliate.

- (b) A Board or Branch Affiliate may initiate a policy or group grievance by giving notice to the other party within 55 days following the day that the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- (c) The representatives of the Board and Branch Affiliate shall meet within 10 days of receipt of the notice under F.1.3.(a) or F.1.3.(b) above and shall attempt to settle the grievance.
- (d) Any settlement of a grievance prior to arbitration shall be without prejudice or precedent to any other Board or Branch Affiliate.

F.1.4. - Notice of Intent to Proceed to Arbitration

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

the parties pursuant to section 130(a) of the Municipality of Metropolitan Toronto Act.

- (b) The notice in F.1.4.(a) shall specify whether the Branch Affiliate or Board desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. A Board or Branch Affiliate not wishing a single arbitrator shall so advise the originating party within 10 days and shall, at the same time, specify its appointee to the board of arbitration. The originating party shall then appoint its nominee within a further five days of being advised of the appointee of the other party.
- (c) The two appointees or, in the case of a single arbitrator, representatives of the Board and Branch Affiliate shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator within 35 days of the notice in F.1.4.(a) being received, the appointment shall be made by the Education Relations Commission upon the request of either party.
- (d) The arbitrator or the arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.

- (e) The single arbitrator or the board of arbitration shall determine its own procedures but shall give full opportunity to all parties to present evidence and make representations.
- (f) It is the right of the Board(s) and Branch Affiliate(s) to intervene and to make representations in an arbitration of a grievance involving the Collective Agreement between all the parties pursuant to section 130(a) of the Municipality of Metropolitan Toronto Act.
- (g) The single arbitrator or board of arbitration shall have the power to amend technical deficiencies of the grievance and modify penalties including disciplinary penalties but shall not by its decision add to, delete from, modify or otherwise amend the provisions of Part F.
- (h) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (i) The Board and Branch Affiliate shall each bear the expense of its own appointee and shall pay one-half the cost of the chairperson or single arbitrator and their own expense of appearing at the hearing.
- (j) A grievance initiated within the timelines herein may be processed notwithstanding that the contract(s) of the Continuing Education Teacher(s) involved has(have) terminated.
- (k) Days, as the term used in this grievance procedure, shall exclude Saturdays, Sundays, and public holidays.

- (l) Time limits herein may be extended by consent of the Board and Branch Affiliate.
- (m) Grievances concerning similar matters may be heard together.
- (n) No action of any kind shall be taken against any person because of that person's participation in the grievance or arbitration procedures under Part F.
- (o) A Continuing Education Teacher may be disciplined only for just cause.
- (p) If a grievance concerns the discipline of a Continuing Education Teacher, including disciplinary dismissal, or discharge for incompetence, or just cause, the arbitrator or the arbitration board may confirm the decision of the Board or reinstate the Continuing Education Teacher, with or without full compensation or otherwise modify the penalty. Where the arbitrator or arbitration board determines that reinstatement of the Continuing Education Teacher is not practical, the arbitrator or arbitration board may award compensation.

F.2.0. - INDIVIDUAL RIGHTS

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

F.3.0. - SALARY

F.3.1. A Continuing Education Teacher shall be paid in accordance with the following Salary Schedule:

Salary Schedule

Step	1989-90 Hourly Rate (Inclusive of Holiday and Vacation pay)	1990-91 Hourly Rate (Inclusive of Holiday and Vacation pay)
0 (less than 180 hours)	\$31.98	\$34.09
1 (180 to 359 hours)	\$34.11	\$36.36
2 (360 to 539 hours)	\$36.24	\$38.63
3 (540 or more hours)	\$38.38	\$40.91

- (a) A Continuing Education Teacher shall be advanced on the steps of the Salary Schedule set out above on the basis of the cumulative total number of elementary continuing education hours taught as a Continuing Education Teacher and completed prior to the commencement of duties on a continuing education assignment for which the higher rate ~~is~~ to be paid.
- (b) A step on the Salary Schedule shall be based on the number of elementary continuing education hours the Continuing Education Teacher has taught for the Board. Only courses which commenced on or after September 1, 1989 ~~shall~~ be counted.
- (c) The hourly rate of pay set out in **F.3.1.** shall be payment for the normal duties of a Continuing Education Teacher but shall be paid for classroom teaching hours only.

- (d) For the purposes of F.3.1.(a) an assignment of a Continuing Education Teacher to a position that does not involve classroom duties shall be equated to an assignment involving classroom duties.

F.3.2. Principals and Vice Principals

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

Salary Schedule

	1989-90 Hourly Rate (Inclusive of Holiday and Vacation pay)	1990-91 Hourly Rate (Inclusive of Holiday and Vacation pay)
Continuing Education		
- Principals	\$46.91	\$50.00
Continuing Education		
- Vice-Principals	\$42.33	\$45.12

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

F.3.3. Responsibility Allowances

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

Salary Schedule

	1989-90 Hourly Rate (Inclusive of Holiday and Vacation pay)	1990-91 Hourly Rate (Inclusive of Holiday and Vacation pay)
Level I	\$2.41 per hour	\$2.57 per hour
Level II	\$3.58 per hour	\$3.82 per hour

F.4.0. - STAFFING

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

F.5.0. - ILLNESS AND BEREAVEMENT

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

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

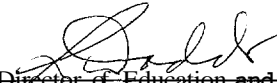
The execution of this Agreement shall constitute execution of the appended letters of understanding.

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

The Board of Education
for the Borough of East York



Chairman



Director of Education and

Secretary-Treasurer

The Board of Education
for the City of Etobicoke

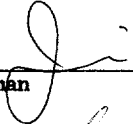


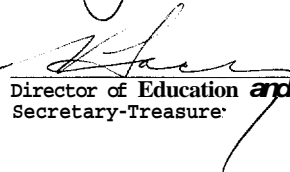
Chairman



Director of Education and
Secretary-Treasurer


The Board of Education
for the City of North York


Chairman

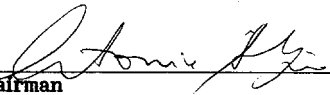

Director of Education and
Secretary-Treasurer


The Board of Education
for the City of Scarborough


Chairman

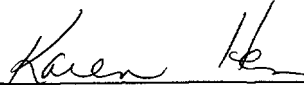

Director of Education and
Secretary-Treasurer

The Board of Education
for the City of Toronto


Chairman


Director of Education and
Secretary-Treasurer

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



Chairman

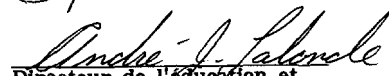


Director of Education and
Secretary-Treasurer

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



Présidente



Directeur de l'éducation et
secrétaire-trésorier

**The Metropolitan Toronto
School Board**

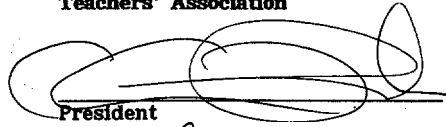


Chairman

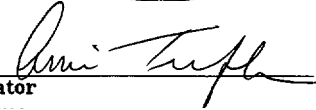


Director of Education and
Secretary-Treasurer

**The East York Women
Teachers' Association**

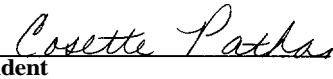


President

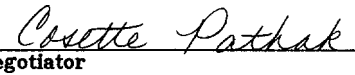


Negotiator

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

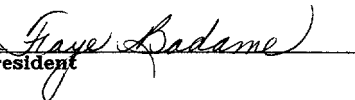


President

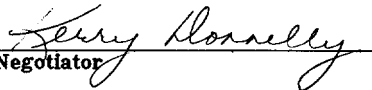


Negotiator

**The Etobicoke Women
Teachers' Association**



President



Negotiator

The Ontario Public School
Teachers' Federation,
Etobicoke District

Will Braund
President

Will Braund
Negotiator

The Women Teachers' Association
of Metropolitan Toronto

Dianne Secord
President


Hazel Hastings
Negotiator

The Metropolitan Toronto
District, Ontario Public
School Teachers' Federation

Martin Kates
President

Martin Kates
Negotiator

**The North York Women
Teachers' Association**



President

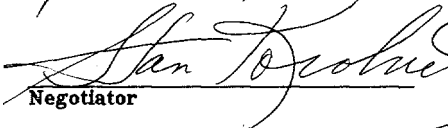


Negotiator

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



President



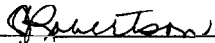
Negotiator

**L'Association des Enseignants
Franco-Ontariens North York
(elementaire)**

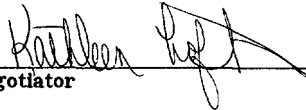


President

**The Scarborough Women
Teachers' Association**



President

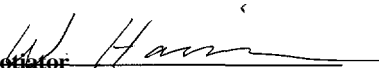


Negotiator

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




President



Negotiator

Toronto Teachers' Federation

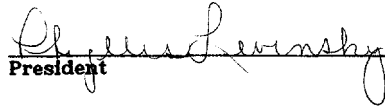


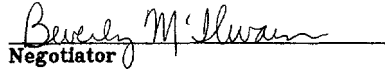
President



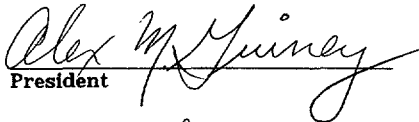
Vice-president - Negotiations

**The Toronto Women Teachers'
Association**


President


Negotiator

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


President


Negotiator

**L'Association des Enseignants
Franco-Ontariens Toronto
(elementaire)**


President

The City of York Women Teachers'
Association

(w. p.) Helen J. Markwick
President

(w. p.) Tina Brussa
Negotiator

The City of York District.
Ontario Public School
Teachers' Federation

Selvia Gorn
President

Selvia Gorn
Negotiator

LETTER OF UNDERSTANDING
re: North York Long Courses

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

LETTER OF UNDERSTANDING
(for Etobicoke only)

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

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

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

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

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

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

LETTER OF UNDERSTANDING
re: Implementation

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

Grid Salary is retroactive to September 1, 1989 and shall apply to all Teachers who are covered by the renewal Agreement and to all persons who were Teachers employed by one of the Boards on or after September 1, 1989 but who left the employ of the Boards prior to the date of the signing of this Agreement.

LETTER OF UNDERSTANDING

The provisions in the "1985-86 local" agreements referred to in C.15.10. in East York (EY.24.2.), Etobicoke (ET.20.3.(g)), Metropolitan Toronto School Board (ME.22.1.), North York (NY.20.1., NY.20.2.) and York Y.17.0.-Y.17.4.) concerning preparation time shall continue to apply during the term of the central agreement.

In regard to East York:

EY.24.0. - LUNCH AND PREPARATION TIME

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

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

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

In regard to Etobicoke:

ET.20.0. - STAFFING COMMITTEES

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

In regard to Metropolitan Toronto School Board:

ME.22.0. - PREPARATION TIME

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

In regard to North York:

NY.20.0. - JUNIOR HIGH SCHOOLS

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

In regard to York:

Y.17.0. - TEACHER PLANNING TIME

- Y.17.1. (a) Every full-time junior school Teacher shall have not less than 100 minutes of planning time per week during the hours of 9:00 a.m. and 4:00 p.m., exclusive of lunch periods and recesses.

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

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

Should the Boards, having considered the Report of the Task Force which examined the role of the School Board in this matter, move to a Metro-wide Special Education Delivery Model and transfer the contract of a Teacher currently employed by the School Board to another Board, that Teacher shall for the purposes of seniority, be given credit in accordance with the appropriate clause from the appropriate 1986-89 Local Agreement as follows:

EY.13.6. NY.12.7. T.25.6.
ET.13.8. SC.14.8. Y.13.8.
ME.23.8.

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

- 1) shall until August 31, 1991 have the following transitional conditions of employment which the Teacher had, under the Local Agreement which was in force at the time of the move to a Metro-wide Special Education Delivery Model, with the School Board:
ME.10.0.
ME.19.0.
and
- 2) shall not have the Teacher's Total Salary reduced as a result of such transfer of employment. Except where such Teacher relinquishes this transitional condition the Total Salary payable immediately prior to such transfer shall be red-circled until such time as the Total Salary otherwise payable under this Agreement exceeds the total salary red-circled.

If the implementation of the Task Force report is delayed beyond September 1, 1990 then the Metro allowances contained in Appendices B-1 and B-2 shall continue to apply and shall be increased by 6.6% relative to the 1989-90 allowances.

LETTER OF UNDERSTANDING
re: Implementation of Preparation
Time

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

The intent of alternate arrangements (which permit an **exception** to the scheduling provision of **C.15.2.**) shall be to allow for flexibility of implementation of preparation time, not to reduce the agreed entitlement under **C.15.2.**

A school staff including the principal, having followed the normal local staffing process, may recommend for **a** Teacher an arrangement that includes an exception to the scheduling of the minutes of preparation time to which the Teacher is entitled under **C.15.2.** provided that :

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

The school staff's recommended arrangement shall be submitted to **a** joint Branch Affiliate/Board committee composed **of** the Director or designate and one other Board representative and the Branch Affiliate presidents or, in the case of Toronto, the president of the Toronto Teachers' Federation and one other Toronto Teachers' Federation appointee or, in the case of le Conseil, the president of the

Branch Affiliate and one other Branch Affiliate appointee. Decisions of the committee shall be made by simple majority vote. The committee shall review the situation prior to implementation.

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

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

- (a) set aside the alternate arrangement in which case C.15.2. shall apply, or
- (b) refer the matter back to the teaching staff of the school for further consideration.

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

LOCAL AGREEMENT

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

and

The Toronto Teachers' Federation

for

**the 1989-90 and 1990-91
school years**

**TABLE OF CONTENTS
FOR THE LOCAL AGREEMENT**

	<u>Page</u>
PURPOSE OF THIS AGREEMENT	143
RECOGNITION	143
DEFINITIONS	143
TERM OF AGREEMENT	144
APPLICATION OF THIS AGREEMENT	144
PROHIBITION AGAINST THE USE OF SANCTIONS	145
GRIEVANCE-ARBITRATION PROCEDURE	145
APPEALS	145
SUPERVISION OF STUDENTS	146
TRANSFER PROCEDURES	147
Temporary School to School Exchange	152
Identification of Teachers Surplus to Schools	155
PERFORMANCE REVIEWS	155
PERSONNEL FILES	158
PERSONNEL POLICY MANUAL	159
AVAILABILITY OF INTERPRETERS	160
INDIVIDUAL RIGHTS	160
FORMATION REGARDING THE SCHOOL BUDGET	161
PERSONNEL POLICY MANUAL	161
TEACHER-ADMINISTRATOR-TRUSTEE COMMITTEE (TAT)	161
CENTRAL STAFFING COMMITTEE (ELEMENTARY)	163
SCHOOL STAFFING COMMITTEE	167
STRIKES BY SECRETARIAL OR CUSTODIAL STAFF	171
COMMUNICATIONS	172
CHECKOFF	172
PART-TIME TEACHERS	173
USE OF TEACHER'S CAR FOR BOARD BUSINESS	174
SENIORITY PROCEDURES	174
SURPLUS PROCEDURES	179
LEAVES-GENERAL	181
LEAVES OF ABSENCE WITHOUT PAY	182
OCCASIONAL TEACHERS	182
PAYMENT OF SALARY	183
MEDICAL PROCEDURES	183
CAREER COUNSELLING	184
INTEGRATED/EXTENDED DAY HERITAGE & CONCURRENT PROGRAM, TORONTO	184
TEACHERS IN TWO OR MORE SCHOOLS	185

LETTERS OF UNDERSTANDING

(Re: Professional Activity Days)	192
(Re: Recent Program Experience)	192
APPENDIX T-1	187
APPENDIX T-2	195

THIS AGREEMENT dated the 6th day
of April, 1990

BETWEEN:

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

hereinafter referred to as the "Board"

and

The Toronto Women Teachers'
Association
The Ontario Public School Teachers'
Federation, Toronto District
L'Association des Enseignants
Franco-Ontariens Toronto (elementaire)

hereinafter referred to as the "Branch
Affiliate(s)" as represented by the
Toronto Teachers' Federation.

The Board and Branch Affiliates agree
as follows:

T.1.0.- PURPOSE OF THIS AGREEMENT

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

T.2.0.- RECOGNITION

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

T.2.2. The Board recognizes, and the Toronto Branch Affiliates confirm, that the Toronto Branch Affiliates have duly authorized the Toronto Teachers Federation to act as the agent of each and all the Toronto Branch Affiliates in all matters respecting the negotiation, interpretation, administration and application of this Local Agreement on behalf of the Toronto Teachers and the Toronto Branch Affiliates.

T.3.0.- DEFINITIONS

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

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

T.3.3. The following additional definitions shall also apply to this Local Agreement:

- (a) "Performance Review" means any formal evaluation of a Teacher's job performance by a supervisory officer **and/or** that Teacher's immediate supervisor(s) which may result in a written report being added to that Teacher's personnel file referred to under T.4.0., but
 - (i) a Performance Review does not include evaluation reports made in accordance with the Board's professional growth evaluation **plan** from September 1, 1977 through January 31, 1979.
- (b) "Personnel Division" means the offices of the Personnel Division of the Board which are at 155 College Street, Toronto, Ontario M5T 1P6.
- (c) "Seniority" means seniority determined under T.25.0.
- (d) "Toronto (Elementary) Staff Allocation Formula" means the formula used by the Board to allocate the number of Teachers determined by the formulae set out in **D.3.0.(A)**.
- (e) "Weekly Circular" means the Director's weekly circular and/or any supplements distributed to the schools.

T.4.0.- TERM OF AGREEMENT

- T.4.1. This Agreement **is** effective on and after September 1, 1989 and expires on August 31, 1991.

T.5.0.- APPLICATION OF THIS AGREEMENT

- T.5.1. The terms of **this** Local Agreement apply to all Teachers **who** are members

of the Branch Affiliates and who are under Contract with the Board during the term of **this** Local Agreement.

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

T.6.0.- PROHIBITION AGAINST THE USE OF SANCTIONS

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

T.7.0.- GRIEVANCE-ARBITRATION PROCEDURE

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

T.8.0.- AMENDMENTS

T.8.1. Any amendment to, addition to, deletion from, or deviation from this Local Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall be mutually agreed upon.

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

T.9.0.- SUPERVISION OF STUDENTS

T.9.1. The School Staffing Committee shall recommend to the School Superintendent appropriate supervisory practices in its school within the following guidelines:

- (a) Recognizing the requirements of the Regulations under the Education Act and the need for flexibility in the system, the practices, as developed by the School Staffing Committee, shall provide for:
 - (i) appropriate supervision for not more than 30 and not less than 15 minutes prior to the beginning of classes depending on school need;
 - (ii) appropriate supervision for not more than 30 minutes and not less than 15 minutes after regularly scheduled classes end for the day;
 - (iii) supervision that will permit every Teacher **an** uninterrupted lunch period of at least 40 consecutive minutes free from direct supervisory duties, and,
 - (iv) making allowance in the timetable for duties required of teachers in charge of organizational units or programs or for special duties required of any Teacher,
 - (v) supervising arrangements that will keep to a minimum the necessity for a Teacher to supervise students while already supervising students in the Teacher's own classroom; or to assume

supervising responsibility that would ordinarily be the responsibility of a Teacher.

T.9.2. For any school where there are too few Teachers on staff to provide appropriate lunch room supervision for students and to comply with (iii) and (iv) above the Board will provide the personnel to supervise the lunchroom under the supervision of the principal or the principal's designate who shall not be a Teacher.

T.10.0.- TRANSFER PROCEDURES

T.10.1. The procedures under this Article shall provide those Teachers eligible to apply for transfer and Permanent Teachers who have become surplus to a school's projected staffing model with the opportunity to find a suitable position effective September of the next school year.

T.10.2. The following Teachers shall not be eligible to apply for transfer under T.10.0.

- (a) Probationary Teachers (except those set out under T.10.2. (c) and (d) below;
- (b) consultants, coordinators, assistant coordinators, principals, vice-principals, reading clerks or any other Teacher appointed to a similar position of responsibility; however,
- (c) notwithstanding T.10.2. (a) Probationary Teachers who have already received written notice from the Board that, subject to the surplus procedures, they shall become Permanent Teachers by

September 1 next shall be eligible to apply for transfer under T.10.0.; and,"

(d) notwithstanding T.10.2. (a), Probationary Teachers who have become surplus to a school's projected staff model shall be eligible to apply for transfer under T.10.0.

F.10.3. Prior to February 15 a copy of the transfer procedure **will** be forwarded once by registered mail to the last **known** address of the Teacher on a leave of absence.

F.10.4. The forms set out under T.10.5. will be in the schools by February 15.

F.10.5. Teachers who are eligible under T.10.0. and wish to transfer effective September next may apply directly to principals **with confirmed** vacancies under T.10.6. during the transfer period under T.10.7. or the additional period provided under T.10.8. (a).

(a) Full-time Teachers requesting part-time under E.2.1. shall, in addition to any notice required under E.2.0. complete the appropriate form available from the principal and submit **this** to the Personnel Division by March 1.

(b) Part-time Teachers returning to full-time under E.2.1. shall complete the appropriate form available from the principal and submit **this** to the Personnel Division by March 1.

(c) Teachers who become surplus to a school's projected staffing model shall complete the appropriate form available from the principal who shall submit **this** to the Personnel Division as **soon** as possible.

- (d) Teachers on leave of absence who wish to be considered for transfer but, due to time and distance, cannot effectively seek a transfer under T.10.5. will be provided with the appropriate forms when they are mailed the procedures under T.10.3, and shall complete and return this as soon as possible to the Personnel Division.
- (e) Teachers who have not been transferred to another school since September of the previous school year and who wish to be transferred to another school in September next should they succeed in obtaining such a transfer under T.10.5. shall complete the appropriate forms available from the principal and submit this to the Personnel Division by March 1.
- (i) Such Teachers will remain eligible to seek transfer under T.10.5., but
 - (ii) those who do not succeed in finding a place for themselves under T.10.5. shall, where feasible be transferred to another school under T.10.10., and
 - (iii) after March 1, for the purposes of the Board's staffing procedures for September next such Teachers will no longer be considered members of the staff of the school from which they have applied for transfer, in which case,
 - (iv) any vacancies created on the staffs of those schools involved shall be listed in accordance with T.10.6.

- (v) Notwithstanding T.10.5.(e) above, Teachers who do not qualify under T.10.5.(e) because **they** were transferred effective September 1 last ~~shall~~ (subject to the provision of T.10.14.) be placed under **T.10.5.(e)(ii)** and any vacancies created shall be listed as set out under T.10.5.(e)(iv).
- (f) Copies of any forms submitted under T.10.5. shall be provided to the appropriate School Superintendents and the Toronto Teachers' Federation.
 - (i) These forms will be considered in the administrative placement of these Teachers under T.10.10. should those eligible not succeed in finding a placement themselves under T.10.5. during the transfer period under T.10.7.

T.10.6. A list of confirmed vacancies shall be included in each Weekly Circular during the transfer period under T.10.7.

T.10.7. The transfer period shall commence April 1 and continue until May 31st.

T.10.8. During the transfer period, principals may shortlist applicants, may refuse any applicant, and shall be responsible in consultations with the School Superintendent, for the final recommendation for transfer to their school.

- (a) During the five school days following the end of the transfer period set out under T.10.7., Teachers who have submitted the form(s) **as** set out under T.10.5.

and who have not already obtained a transfer shall continue to be eligible to apply to principals for those definite vacancies which remain.

T.10.9. All transfers recommended under T.10.0. shall require the approval of the appropriate School Superintendent before being recommended to the Board.

T.10.10. Teachers who have not been assigned positions effective September next by the end of the transfer period under T.10.7. or the additional period provided under T.10.8. (a) shall be subject to placement at the discretion of the School Superintendent(s), and placement to take place during the five days following the period specified in T.10.8.(a).

(a) Prior to placing Teachers under T.10.10., the procedures to be followed will be discussed with the representative named by the Toronto Teachers' Federation under T.10.12.

T.10.11. Following administrative placement under T.10.10. above, a list of the remaining vacancies shall be made available to newly hired pool Teachers. Only those vacancies which have previously been offered to eligible Teachers during the periods set out under T.10.7., T.10.8. (a) and T.10.10. shall be included on the list of vacancies. A copy of the list of vacancies so compiled shall be provided to the Toronto Teachers' Federation at the same time it is provided to the newly hired pool Teachers.

Newly hired pool Teachers may apply to the principals to be considered for these positions during a period of time to be specified by the Superintendent of Elementary Staffing, in consultation with the Federation.

- T.10.12. Administrative placements of regular teachers made under T.10.10. will be reviewed on a date not later than the last school day in June, taking into consideration additional vacancies not previously made available to these Teachers.
- T.10.13. Following the review of administrative placements as set out in T.10.12. above, those newly hired pool Teachers remaining unplaced shall be administratively placed.
- T.10.14. Two representatives of the T.T.F., one of which will be a principal, shall be invited to be present and to participate in the discussion during the administrative placement procedures outlined above.
- T.10.15. Teachers returning from exchange will be assured of the position from which they went on exchange provided the position still exists in the school's projected staffing model. If the position no longer exists, the Teacher will be placed in a comparable position, if possible, subject to any procedures pertaining under this Agreement.
- T.10.16. This article notwithstanding, the Board may place any Teacher administratively at any time in order to accommodate the Board's needs.
- T.10.17. **Temporary School to School Exchange**
- (a) In accordance with the procedures set out above, Teachers eligible to apply for transfer may seek a temporary school to school exchange under the following conditions
- (i) Application, using the appropriate form available from the principal shall be made jointly by two

Teachers (who wish to exchange with each other) provided the two principals concerned agree to the exchange requested and indicate on the Teacher's application form.

- (ii) Normally an exchange will be for one school year, however an exchange may be continued for a second school year at the request of both Teachers providing the School Superintendent(s) involved agree(s).
- (iii) For the purposes of T.25.0. and T.26.0., Teachers on exchange will continue to be listed as members of the staff of the schools from which they exchanged.
- (iv) Should the position held by either Teacher be deleted from either school's staffing model and/or should either Teacher become surplus to either school's staffing model, the exchange will be discontinued.
- (v) During the exchange, neither Teacher shall lose nor gain any allowance payable due to the position to which either Teacher is/was assigned.

T.10.18. Should the Board decide to close a school effective September 1 next:

- (a) Teachers on the staff of that school shall be advised forthwith, and

- (b) for the purpose of **this** article, Permanent Teachers on the staff of that school except the principal and any vice-principal shall:
 - (i) be considered to have become surplus to that school's projected staffing model, and
 - (ii) submit the appropriate forms under T.10.5. as soon **as** possible.

F.10.19. Should a vacancy occur at a time outside the transfer period in a special subject (i.e. industrial arts, family studies, senior school music, physical education, library) or at the Boyne River and Island Natural Science School or in any special subject and program need identified by the Board under T.26.0. **that** vacancy **will** be advertised in **the** Weekly Circular **which** **will** be posted in every school.

22
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- (a) Teachers eligible under T.10.2., who have the necessary qualifications for the position may then apply.
- (b) The successful applicant may be transferred to the position forthwith or, at the discretion of the Board, effective either January 1 or September 1 following, and
 - (1) for the purpose of T.25.0. and T.26.0. the successful applicant **shall** be considered a Teacher on the staff of the school to which the Teacher has been transferred from the date **the** transfer has been approved regardless of the effective date of the transfer, and

- (ii) the Board shall fill the position on an interim basis until the effective date of the transfer during the time, for the purposes of T.25.0. and T.26.0, any Teacher filling this position on an interim basis shall also be considered a Teacher on the staff of the school, and
- (iii) if, for any reason, any Teacher who was filling this position, on an interim basis, and T.10.19.(b)(i) remains assigned to this position effective the date the successful applicant has effectively transferred to this position under T.10.19.(b)(i) then the position shall be assigned to the Teacher with the greater Seniority, in accordance with T.26.0.

T.10.20. Identification of Teachers Surplus to Schools

- (a) Teachers will be identified as surplus to projected staff models and placed in accordance with Appendix T-1.

T.11.0.- PERFORMANCE REVIEWS

T.11.1. Any Performance Review of a Teacher shall be made in writing and signed by the evaluator(s) with a copy to the Teacher.

- (a) If this review involves observation of the Teacher's classroom teaching, the Teacher will, under normal circumstances, be given at least one school day's prior notice.

- (i) The Teacher **will**, at that time, upon request, make available the Teacher's written program plan(s) for that day along with the daily plans and records for the subject(s) and class(es) which the Teacher has been assigned.
 - (ii) Where reasonable the Teacher shall be observed in other situations, if these exist within the Teacher's assignment, and the Teacher **so** requests, and
 - (iii) following the observation in T.11.1(a) and T.11.1.(a)(ii), at the request of either the Teacher or the evaluator(s), a meeting **will** be held **to** discuss the performance review, and
 - (iv) **this** meeting **will** be held within ten school days of the date of the observation under T.11.1.(a) and T.11.1.(a)(ii).
 - (v) **During this** meeting, the Teacher and the evaluator(s) **will** discuss both what was observed and what they think should be included in the Performance Review.
- (b) The Teacher **will** receive any Performance Review of the Teacher within 15 days of the date of the Performance Review, which under T.11.1.(a) **will** be within 15 days of the observation.

- (i) The Teacher **will** be **giv** an opportunity to read **an** Performance Review, to sign it and to make any **writ** comments the Teacher desires.
 - (ii) The Teacher, upon request, **shall** be given 48 hours to **sign** the Performance Review and to make written comments
T.11.1.(b)(i).
 - (iii) The Teacher shall, within 48 hours, **sign** the Performance Review, **return** a copy, and return the **original**, by hand, to the evaluator(s).
 - (iv) The Teacher's signature shall indicate **only** that the Teacher **has** read the Performance Review.
- (c) Following T.11.1(b)(iii), a copy of the Performance Review signed by the Teacher and the evaluator(s) shall be forwarded to:
- (i) the Teacher's immediate supervisor or to the appropriate supervisor, officer(s) if any of these were not evaluators in **this** Performance Review, and
 - (ii) the **original** shall be added to the Teacher's personnel file referred to under T.12.0., however
 - (iii) **if**, for any **reason**, the Teacher **fails** to **sign** and return the Performance Review to the evaluator(s), **as** set out in T.11.1(b)(iii),

this ~~shall~~ be noted on the copy of the Performance Review and this copy shall be forwarded as set out under T.11.1(c).

- (d) A Performance Review which states **that** the Teacher's job performance is unsatisfactory ~~shall~~ outline the reasons.
 - (i) Under **this** circumstance a second formal evaluation **will** be made, and
 - (ii) where the second Performance Review involves the same evaluator(s) as the first, **the** Teacher will, upon request, be granted a third formal evaluation by a different evaluator(s) provided the request **is** received **by** the Superintendent - Elementary Staffing no later than five school days after the date the Teacher received the second Performance Review under T.11.1.(b),
- (e) A Teacher who has been transferred under T.10.0. to another school, within the Board, **will** not be subject to a Performance Review under T.11.0. until at least 20 school days after the effective date of the transfer except where the Teacher **so** requests or agrees.

T.12.0.- PERSONNEL FILES

- T.12.1. **Following** the written request of a Teacher for an appointment, the Board **will** make available for inspection, within five school days, during normal business hours, **all** information in the Teacher's personnel file.

- T.12.2. The Teacher may make a copy of such information and may be accompanied by one other person or Toronto Teachers' Federation representative who shall have access to such information at the written request of the Teacher.
- T.12.3. If the Teacher disputes the accuracy or completeness of any information in the Teacher's personnel file, other than Performance Reviews under T.11.0, the Board shall where possible, within 15 school days after the date the Board received written notice from the Teacher stating the alleged inaccuracy or incompleteness, either confirm or amend this information. The Teacher, should this information be retained, may refer the matter to the grievance arbitration procedure as outlined in A.8.0.
- (a) Where the Board amends information under T.12.3. the Board shall, at the request of the Teacher, notify all persons from whom it received and/or to whom it forwarded a report based on the inaccurate information.
- T.12.4. Where the Board amends information in the Teacher's personnel file, the Board shall, at the request of the Teacher, attempt to notify all persons who received a report containing the inaccurate information.
- T.12.5. Effective July 1, 1980 and thereafter, where the Board adds information to the Teacher's personnel file and the Teacher does not already have or will not otherwise receive a copy or would not otherwise be aware of this addition the Board will forward a copy to the Teacher at the same time this information is added to the Teacher's personnel file.

- T.12.6. The Teacher may request that the Board remove specific material from the Teacher's personnel file, however
- (a) the Teacher must make any such request to the Superintendent - Elementary Staffing in writing, **giving** the reason(s) for the request.
 - (b) The Board **will** reply to the Teacher's request, in writing, within ten school days of receiving **this** request.
 - (c) Should the information be retained, the Teacher may initiate a grievance in accordance with **A.8.0.**

T. 3.0.- AVAILABILITY OF INTERPRETERS

- T.13.1. The Board **will** continue to make interpreters available to assist Teachers in their work, on request of the principal subject to:
- (a) the availability of such interpreters and the Board's ability to acquire these services, and
 - (b) these services being used to improve and facilitate communication.

T.14.0.- INDIVIDUAL RIGHTS

- T.14.1. **No** Teacher shall be disciplined by way of documentation, letter of reprimand, demotion, dismissal, discharge, transfer, suspension (with or without pay), or the withholding of pay, without just cause.

T.14.2. Both the Board and the Toronto Teachers' Federation shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the Code.

(a) There shall be no discrimination against a Teacher because of the Teacher's participation in the lawful activities of the Branch Affiliates and/or of the Toronto Teachers' Federation.

T.14.3. In any discussion the Director or the Director's designate may have with a Teacher respecting that Teacher's terms and conditions of employment the Teacher may, at the Teacher's request, be accompanied by a representative from the Teacher's affiliate, the Teacher's Branch Affiliate or the Toronto Teachers' Federation.

**T.15.0.- INFORMATION REGARDING
THE SCHOOL BUDGET**

T.15.1. The staff of each school shall receive information from the principal regarding the budget allocated to the school.

T.16.0.- PERSONNEL POLICY MANUAL

T.16.1. By January 31 of each school year the Board shall provide each Teacher with a copy of those personnel policies of the Board affecting elementary school Teachers.

**T.17.0.- TEACHER-ADMINISTRATOR-TRUSTEE
COMMITTEE (TAT)**

T.17.1. The Teacher Administrator Trustee Committee (hereinafter the TAT Committee), shall

(a) Continue to consider aspects of the Board's personnel policies which

are of mutual concern and which, except as set out below, directly affect only members of the Toronto Teachers' Federation and which are not already within the terms of reference of another committee of the Board, and

- (b) The TAT Committee **shall also** consider the following specific matters:
 - (i) the implications of specific technological changes on the Teachers and their **work,**
 - (ii) surplus procedures for positions of responsibility exclusive to the elementary panel.

T.17.2. The TAT Committee shall include the following voting members:

- (a) **two** representatives of the Teachers to be named by the Toronto Teachers' Federation;
- (b) the Superintendent of Elementary Staffing and one School Superintendent to be named by the Director of Education;
- (c) the **Chairman** of the Personnel and Organization Committee and one other trustee to be named by the Chairman of the Board.

T.17.3. The TAT Committee shall elect one of its Trustee members as chairperson.

T.17.4. The TAT Committee shall meet in public at the call of the chairperson.

- (a) The chairperson, upon receipt of a request for a meeting from at least **the** following members of the TAT Committee: one Teacher, one

administrator and one trustee, shall call a meeting within 20 school days after receiving this request.

- T.17.5. Participation of non-members of the committee in the discussion of the TAT Committee shall be allowed at the discretion of the voting members.
- T.17.6. The Toronto Public School Principals' Association shall be invited to name a representative to the TAT Committee. Any such representative shall be a non-voting member of the TAT Committee.
- T.17.7. A quorum for the TAT Committee shall include at least the two representatives of the Teachers, one of the administrators and one of the trustees.
- T.17.8. Other internal committee procedures shall be determined by the TAT Committee.
- T.17.9. The TAT Committee shall report to the Personnel and Organization Committee which shall consider such reports as it would reports of any of its regular sub-committees.

**T.18.0.- CENTRAL STAFFING COMMITTEE
(ELEMENTARY)**

- T.18.1. The Central Staffing Committee (Elementary) shall consist of two co-chairpersons and six other members. The Toronto Teachers' Federation shall name one co-chairperson and three others to the committee. The Board shall appoint the other co-chairperson and the other three members of the committee.
 - (a) Each of the eight members named under T.18.1. shall have one vote at meetings of this committee.

- (b) A quorum for **this** committee shall include at least two representatives of the Teachers and two representatives of the Board.
- (c) Participation of non-committee members in the discussions of **this** committee shall be at the invitation of either co-chairperson following consent of the other co-chairperson.
- (d) The co-chairpersons **will**, in a manner agreeable to both, determine:
 - (i) the agenda, and
 - (ii) the time and place for meetings.
- (e) Decisions of the committee shall be arrived at by:
 - (i) consensus whenever possible or, failing that,
 - (ii) simple majority vote of the members of the committee present and eligible to vote.
- (f) Other internal committee procedures **will** be determined by this committee.
- (g) The committee **shall** request an elementary school principal to attend meetings of the committee and provide advice respecting staffing at the local level.

T.18.2. The Director shall designate a member of the Board's administrative staff to attend meetings of the committee and provide technical advice and other assistance.

T.18.3. The Central Staffing Committee (Elementary) shall meet

(a) by October 30 to consider:

- (i) the actual full-time equivalent enrolments, as of September 30, on a system wide basis and on a school by school basis,
- (ii) the actual staffing levels for the system which result under D.2.0.
- (iii) the actual staff allocations for each school which result under the Toronto (Elementary) Staff Allocation Formula approved by the Board for that school year, and
- (iv) any revisions to the Toronto (Elementary) Staff Allocation Formula which may be required under T.18.6. and/or because actual full-time equivalent enrolments are different from those projected for September 30.

(b) by December 15 to consider:

- (i) the Board's 'Guidelines for School Staffing Committees' for that year.

(c) by March 31 to consider:

- (i) the Board's projected full-time equivalent enrolments for September 30 next, on a system wide basis and a school by school basis,

- (ii) the projected staffing levels for the system which would result as of September 30 next under D.5.0.
- (iii) the projected staff allocations for each school which would result under the Toronto (Elementary) Staff Allocation Formula in effect at that time, and
- (iv) the Toronto (Elementary) Staff Allocation Formula to be recommended in accordance with T.18.6, for September of the following school year and the projected staff allocations for each school which would result from **this** formula.

T.18.4. The Central Staffing Committee (Elementary) **shall** consider the **following** items:

- (a) class size data, as reported by the Board's and/or the Toronto Teachers' Federation representatives,
- (b) the advisability of establishing new line items in the Toronto (Elementary) **Staff** Allocation Formula, for such specific functions as administration, library, guidance, industrial arts and family studies.

T.18.5. The Central Staffing Committee (Elementary) shall report to the Board. The Board **shall** consider a report of the Central Staffing Committee (Elementary) as it would consider a report of a regular committee.

- T.18.6. The Toronto (Elementary) Staff Allocation Formula shall allocate the total number of Teachers under D.2.1.
- T.18.7. Staff allocations under T.18.6. will be calculated to two decimal places for each factor or subformula, totalled and then this sum will be rounded to the nearest whole (1.0) or half (0.5) as given in the following examples.
- (a) 19.75 to 20.24 rounds to 20.0
 - (b) 20.25 to 20.74 rounds to 20.5
- T.18.8 With sufficient prior notice, the enrolment data and projections will be made available to the Teacher designated under D.4.6. as follows:
- (a) a report of the actual school by school and Board-wide enrolments for each month.
 - (b) the actual enrolments on a monthly basis by school basis for each month, to be utilized in the preparation of the report referred to in T.18.8.(a), will be available at the administrative offices.
 - (c) the reasons for major changes in projected enrolments will be supplied by the appropriate Board officials.
- T.18.9. Copies of the Toronto (Elementary) Staff Allocation Formula shall be distributed to the schools in the form of a Weekly Circular following approval by the Board under T.18.5.

T.19.0. - SCHOOL STAFFING COMMITTEE

- T.19.1. A School Staffing Committee shall be established in each elementary school.

- (a) The staff of each school shall elect at least ten per cent of their number to this committee.
- (b) The principal of the school shall be a member of this committee but shall not be included within the ten per cent under T.19.1.(a).
- (c) The recognized parents' organization(s) of the school shall be invited to have representation on this committee but this representation shall not exceed 50% of the staff representation, including the principal of the school.

T.19.2. The School Staffing Committee shall operate in accordance with guidelines developed by the Central Staffing Committee (Elementary) under T.18.3. and approved by the Board under T.18.5.

T.19.3. The School Staffing Committee shall concern itself only with:

- (a) considering the principal's proposed program for the following school year which the principal will determine following consultation with the staff and the recognized parent organization(s), it being understood such program shall not predetermine what recommendations the School Staffing Committee may propose respecting the staffing model,
- (b) developing and proposing a staffing model for implementation the following September,
- (c) considering and responding to such proposals and/or suggestions as are submitted to the Committee,

- (d) reviewing the current staffing model and proposing any modifications as may be required,
- (e) staff allocated to the school on the basis of the Toronto (Elementary) Staff Allocation Formula as approved for the year in question,
- (f) matters related to:
 - (i) size and number of classes
 - (ii) length and number of instructional/non-instructional periods, and
 - (iii) frequency and nature of such supervision of students as is required under T.9.0.
- (g) such other matters as may be:
 - (i) recommended by the Central Staffing Committee (Elementary), and
 - (ii) approved by the Board in accordance with T.18.5.

T.19.4. The School Staffing Committee shall develop and propose a staffing model for consideration at a meeting of the full staff. This report shall recommend the number of classes and a class size or sizes for each division of the school (Kindergarten, Primary, Junior, Intermediate) on the basis of that school's project enrolment and projected staff allocation.

T.19.5. The School Staffing Committee shall submit its recommendations, along with any minority reports, to a meeting of the school staff which the parents' representatives shall have the opportunity to attend.

- (a) Copies of this report shall be forwarded to the parent representative(s) who shall be invited to **this** meeting of the school staff and who may participate in the discussion at that time.
- (b) The staff may approve, amend, or reject the proposal(s) of the School Staffing Committee.
- (c) Prior to **this** meeting, the principal shall have called a meeting of parents and staff to discuss the curriculum needs of the school for the following school year.

T.19.6. The report of the **staff** with respect to the proposed model which the staff recommends shall be forwarded to the School Superintendent for consideration and approval.

- (a) a copy of the report including any minority report(s) submitted in accordance with T.19.7, shall be forwarded to the parent representative(s).

T.19.7. When a model **is** forwarded to the School Superintendent, any minority reports that have been presented at the full meeting of the staff, under T.19.5, will be appended at the request of the Teacher(s) who presented the minority report.

- (a) The School Superintendent shall consider such minority reports when considering the majority report submitted under T.19.6.

T.19.8. The School Superintendent may approve the model or refer it back to the School staffing Committee **with** recommendations.

- T.19.9. **The** School Superintendent shall be the final arbitrator in all matters relating to the decision-making of the School Staffing Committee.
- T.19.10. **No** Teacher **shall** be required to teach a class in excess of three students above the class size as determined under T.19.8, unless the Teacher **so** agrees.
- (a) The Board shall notify the Toronto Teachers' Federation **within** 5 school days when a request **is** made of a Teacher to accept any students in excess of three above class size as determined under T.19.8.
- T.19.11. After the staffing model has been approved by the School Superintendent, the principal **shall** determine the teaching duties of each staff member in consultation with the Teacher. Consideration will be given to the preferences, abilities, and qualifications of each staff member.

**T.20.0.- STRIKES BY SECRETARIAL
OR CUSTODIAL STAFF**

- T.20.1. In the event of a strike by the secretarial or custodial staff, no teacher shall be required to perform **any** duties normally and regularly performed by members of the secretarial or custodial staff.
- (a) This shall not preclude the participation of the Teacher in incidental duties associated **with** the instructional program or those duties set out in the Education Act and any Regulations made thereunder.

.21.0.- COMMUNICATIONS

- .21.1.** At the same time and by the same means that the Weekly Circular ~~is~~ dispatched to the school principal a separate copy of it shall be provided for the Toronto Teachers' Federation school representative.
- (a) A copy of the Weekly Circular will **also** be posted in each school in a manner to be determined by the staff of each school.
- .21.2.** The Board courier service shall, on the current basis, continue to include the office of the Toronto Teachers' Federation for the purpose of delivering and collecting mail.
- .21.3.** **ALL** official communications between the parties arising out of ~~this~~ Agreement or incidental thereto shall pass between the Superintendent - Negotiations of the Board and the Toronto Teachers' Federation.

.22.0.- CHECKOFF



- .22.1.** Once each month the Board will deduct from the pay of each Teacher a levy, the amount of which shall be determined by the Toronto Teachers' Federation, in accordance with its constitution, and made **known**, in writing, to the Board no later than June 30 for the school year following.
- (a) The Board ~~shall~~ remit all monies **so** deducted to the Toronto Teachers' Federation by the fifteenth day of the month following the month **in** which the deductions are made.
- .22.2** The Toronto Teachers' Federation agrees to defend the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board

has acted wrongfully or illegally in making such a mandatory deduction from the Toronto Teachers' Federation.

T.23.0.- PART-TIME TEACHERS

- T.23.1. Where the Board would otherwise have to hire additional elementary teachers subject to the terms and conditions of the Central Agreement and this Local Agreement, the Board **will** give first consideration to those Part-time Teachers who have no right under the terms of the Central Agreement to full-time positions, but who have applied for full-time positions September 1st next who complete and return their appropriate application form by the date indicated.
- (a) These Part-time Teachers will be listed in order of Seniority.
 - (b) When a vacancy occurs (to be filled September 1st), no suitably qualified Teacher is placed in the position under T.10.0., and the Board would otherwise have to hire an additional teacher the Director **will** consider the Teachers on this list for administrative placement.
 - (c) The most senior Part-time Teacher on this list who is suitably qualified **will** be placed in the vacant position and so notified.
 - (d) The Toronto Teachers' Federation **will also** be advised of any such administrative placements.
- T.23.2. On return to full-time teaching at the end of a specified period of part-time teaching, the Teacher shall, for purposes of surplus procedures, be a member of the staff of the school in which the Teacher was teaching part-time.

**.24.0.- USE OF TEACHER'S CAR
FOR BOARD BUSINESS**

- .24.1. A Teacher appointed to any one of the following positions is required to use a car for Board business: consultants, coordinators, assistant coordinators, reading clinicians, and itinerant special education teachers.
- (a) **An** exception **will** be made if, in the opinion of the Board, the Teacher should be exempt from **this** requirement.
- .24.2. In accordance with B.10.1., upon request (to be received no later than February 15) a T-2200 form **will** be completed indicating that the Teacher is required to use a car for Board business.

.25.0.- SENIORITY PROCEDURES

- .25.1. Each school year, the Board shall develop a Seniority list of all Teachers, on the basis of the criteria set out in T.25.2.
- .25.2. Seniority shall be determined on the following criteria, in the following order :
- (a) length of Teaching Experience in the following order:
- (i) aggregate Teaching Experience with the Board or its predecessors, and where (i) is equal between Teachers, then
- (ii) with any of the boards of education in Metropolitan Toronto, The Metropolitan Toronto School Board and their predecessors, and where each of (i) and (ii) is equal between Teachers, then

- (iii) with any other board in Ontario and where each of (i), (ii) and (iii) is equal between Teachers, then
 - (iv) any other Teaching Experience that has been accepted for salary purposes; and where each of (i), (ii), (iii) and (iv) is equal between Teachers, then
- (b) Seniority will be determined by a process conducted jointly by the Director and the Toronto Teachers' Federation President or their designates.
- (c) For the purpose of T.25.0, leave without pay shall not be deemed to interrupt continuity of service but the duration of such leave shall not be considered Teaching Experience except as set out elsewhere in this Agreement and except that,
- (i) beginning September 1, 1979 and during the term of this Agreement, in order to reduce the number of Surplus Teachers and for the sole purpose of calculating Seniority under T.25.0, a Teacher who has been granted Leave of Absence Without Pay on or after September 1, 1979 shall have the duration of such leave, up to and including August 31, 1990 counted as Teaching Experience under T.25.0(a)(i) on the understanding that before any of the parties to this Agreement propose amendments to this Agreement which would have the effect of

continuing the special provision set out under T.25.2. (c)(i) in any subsequent agreement, the parties **will** review the effects of T.25.2. (c)(i) and T.25.5.

1.25.3. **No** later than February 1, the Board shall supply to each Teacher the data respecting that Teacher's Seniority upon which the list **will** be developed pursuant to T.25.2.

- (a) This data shall be as of June 30 of that school year.
- (b) Should there be any error, discrepancy or omission in **this** data, and should the Teacher wish **this** data to be amended, then the Teacher shall by February 15, appeal to the Director or to the Director's designate and shall supply at that time **all** supporting documents or proof necessary to uphold any requested correction.
- (c) Should the Board find any error, discrepancy or omission in **this** data then the Board **shall** amend the data accordingly and advise the Teacher **in** writing of the reason(s) for any change(s) made.

1.25.4. On or before April 1, the Board shall:

- (a) place on a list the data and names of **all** Teachers in the reverse order of Seniority, with those having the least Seniority first,
- (b) supply a copy of the Seniority list and any revisions thereto, to each Branch Affiliate and the Toronto Teachers' Federation,
- (c) provide each school with that information on the list set out in (b) respecting only those Teachers **on** the staff of that school, and

- (i) the principal shall make **this** information available to any Teacher(s) on the request(s) of the school and **this** information and
 - (ii) the Toronto Teachers Federation **will** be **provided** with a copy of the list under (c) when these are forwarded to the schools.
- (d) advise each Teacher in writing of:
- (i) the Teacher's number on the Seniority list, and
 - (ii) the data respecting the Teacher which appears on the Seniority list, and
- (e) if the Teacher disagrees with the data received under **T.25.4.(d)(i)** then,
- (i) the Teacher may discuss **this** with the appropriate supervisory officer of the Board,
 - (ii) the Teacher may, if the Teacher so wishes, be assisted by a representative of the Toronto Teachers Federation in the discussion,
 - (iii) **this** discussion should be initiated within five school days after receipt by the Teacher of the data, and
 - (iv) if, within ten school days after receipt of the data the matter has not been resolved to the Teacher's satisfaction, the Teacher may initiate a grievance procedure set out under A.8.0.

- T.25.5. For the purpose of reducing the number of Surplus Teachers in the Board, a Teacher who is teaching part-time on or after September 1, 1979 shall be deemed to be teaching on a full-time basis under the conditions set out in E.2.0. and for the period commencing September 1, 1979 for the purposes of **this** Article shall have Seniority calculated accordingly.
- T.25.6. A special education Teacher requested to transfer from a Metropolitan Toronto-wide special education program with a board of education in Metropolitan Toronto **to** a Metropolitan Toronto-wide special education program with the Board shall have with the Board the experience credit for seniority purposes the Teacher had with the board from which the Teacher was transferred.
- (a) This provision shall apply to a Teacher who takes a leave of absence to take special education training for a Metropolitan Toronto-wide special education program, e.g. for teaching of the deaf, and who after such training, without **any** intervening employment, receives a position with the Board in a Metropolitan Toronto-wide special education program.
- T.25.7. **If** the statutory responsibility for a program operated by The Metropolitan Toronto School Board **is** transferred to the Board, those teachers employed by The Metropolitan Toronto School Board and responsible for those schools, classes or programs transferred to the Board **shall** be transferred to the Board and shall have with the Board the experience credit for Seniority purposes the Teacher had with The Metropolitan Toronto School Board.

T.26.0.- SURPLUS PROCEDURES

T.26.1. Those Teachers having the least Seniority as listed in T.25.4. shall be **identified in** sufficient numbers to enable the Board no later than May 1 to identify any Surplus Teachers after taking into account the special subject and program needs of the Board.

(a) By April 15, the Board shall consult with and advise the Toronto Teachers' Federation of its special subject and program needs for the following September based on March 15 enrolment projections.

(i) The method for determining the number of Teachers necessary to staff the special subject and program needs of the Board for the following September will be discussed with representative of the Toronto Teachers' Federation.

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

- T.26.2. Teachers currently teaching in the special programs or subject areas set out under T.26.1. shall be declared surplus only according to the following conditions:
- (a) when the number of Teachers required in T.26.1. is less than the number of Teachers currently teaching in that program or subject area, then
 - (b) those Teachers in that program or subject area, with the least Seniority in the system, shall be subject to the surplus procedures of T.26.0. however,
 - (c) **this** should not preclude a Teacher from requesting a transfer, under T.10.0. into or out of these program or subject areas,
 - (i) from having such a request granted under T.10.15. nor
 - (d) shall **this** preclude a Teacher from being administratively transferred into or out of these program or subject areas under T.10.10., T.10.11., T.10.14., T.10.16. or T.10.17.
- T.26.3. **A** Teacher who holds a continuing position as principal, vice-principal, co-ordinator or assistant co-ordinator **shall** be exempted from the procedures in T.26.0., however
- (a) a Teacher who holds an acting position as principal, vice-principal, co-ordinator or assistant co-ordinator shall be exempted from the procedures in T.26.0. only if the acting position is to continue in the next school year.
- T.26.4. Subject to the provisions outlined above in T.26.0., Teachers **shall** be declared surplus on the basis of those having the least Seniority.

T.26.5. No later than May 1, the Board notify in writing those Teachers have been identified as surplus. At the same time the Toronto Teachers' Federation shall be provided with copy of the list of Surplus Teachers.

T.27.0.- LEAVES-GENERAL

T.27.1. Prior to going on leave, a Teacher is responsible for:

- (a) securing information respecting credit for experience, superannuation, and regarding superannuation payments when on leave, and;
- (b) making arrangements with the Board to continue any pay under C.14.0. that may be continued through the Board absent on leave.

T.27.2. The Board, upon the Teacher's request, shall provide written confirmation of the arrangements under T.27.1.(b).

T.27.3. A Teacher on leave shall be subject to the surplus procedures set out under T.26.0.

T.27.4. Notwithstanding C.2.4., a Teacher returning September 1 next from leave of absence of one year or less, who has not been granted another leave of absence commencing before December 31 next, will be reassigned where possible, to the school/department from which the Teacher went on leave, but that Teacher's final placement shall be subject to the surplus procedures in force at that time, any term or condition of the leave of absence pertains and any relevant term or condition of this Agreement or the Central Agreement.

T.28.0.- LEAVES OF ABSENCE WITHOUT PAY

- T.28.1. A Teacher shall apply in writing to the Director for a leave of absence without pay giving reasons and details regarding the purpose of the proposed leave, and shall apply not later than October 15 for leave beginning January 1 and not later than April 15 for leave beginning September 1, unless other mutually acceptable dates are arranged.
- T.28.2. A Teacher on leave of absence without pay shall notify the Board in writing by personal delivery or by registered mail by May 31 that the Teacher intends to return to ~~work~~ at the conclusion of the leave the following September and by November 30 that the Teacher intends to return to work at the conclusion of the leave the following January.
- T.28.3. A Teacher on leave of absence without pay who wishes further leave without pay must notify the Director in writing not later than October 15 for further leave beginning January 1 and not later than April 15 for further leave beginning September 1.

T.29.0.- OCCASIONAL TEACHERS

- T.29.1. The Board shall attempt to continue its present practice of carrying on the instructional program with occasional teachers capable of conducting the program of the absent classroom Teacher.
- T.29.2. Subject to availability, suitably qualified occasional Teachers will be provided to replace Teachers required by the Director, to be absent from their classes, for the morning and/or afternoon, to attend meetings or to assume duties in the absence of the principal.

T.30.0.- PAYMENT OF SALARY

T.30.1. **The** Board shall continue its present methods for the payment of Teachers' salaries and for the deduction of fees payable to the Ontario Teachers' Federation.

(a) The Teacher's monthly pay shall be deposited to the bank or financial institution of the Teacher's choice, available to be withdrawn on the same date.

(i) The Teacher's credit union payroll deductions will be deposited to the Toronto Board of Education Staff Credit Union on that same date.

T.30.2. Effective July 1, 1980 and thereafter, in the event that the **salary** and/or deductions for a Teacher are to be altered, and the Teacher would not otherwise be aware of the reasons for the alterations, the Board shall notify the Teacher, in **writing**, of the reason(s) for the alternation(s).

(a) ~~When~~ **an** alteration affects all Teachers or all Teachers in a specific classification, individual notification ~~shall~~ not be necessary but a suitable explanation shall be included in the Weekly Circular.

T.31.0.- MEDICAL PROCEDURES

T.31.1. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

T.31.2. ~~Except as may be required under law,~~
no Teacher shall be required by the

Board to examine/diagnose pupils for communicable conditions or diseases.

T.32.0.- CAREER COUNSELLING

- T.32.1. The Board and the Toronto Teachers' Federation shall each designate two representatives to a consultative committee to further the development of a program of career counselling for Surplus Teachers considering employment outside education.
- T.32.2. The Committee shall meet and choose two co-chairpersons no later than October 31. One co-chairperson shall be from the Board's representatives and the other shall be from the Toronto Teachers' Federation's representatives.

**T.33.0.- INTEGRATED/EXTENDED DAY
HERITAGE AND CONCURRENT
PROGRAMS, TORONTO**

- T.33.1. For the purposes of T.33.0. "Integrated/Extended Day Heritage and Concurrent Programs" and "these Programs" mean those continuing education programs set out in the Integrated/Extended Day Heritage and Concurrent Programs Manual last approved by and for the Board.
- (a) The Central Staffing Committee (Elementary) set out under T.18.0. may recommend to the Board revisions to the Manual set out in T.33.1.
- T.33.2. Classroom Teachers assigned to schools providing Integrated/Extended Day Heritage and Concurrent Programs shall not be required to provide instruction for the Heritage and Concurrent Programs. During the time a classroom Teacher's pupils are withdrawn from that Teacher's classroom to attend these Programs that Teacher shall have that

time free from teaching and non-teaching duties.

T.33.3. The School Staffing Committee, set out under T.19.0., shall consult with the local Heritage Language Liaison Committee(s) and the School Superintendents prior to making recommendations regarding the scheduling of these Programs including the supervision of students to and from these programs.

T.33.4. Unless otherwise recommended and approved in accordance with T.19.8. the schedule for these Programs

(a) shall not require more than one withdrawal per day per class;

(b) shall provide for 150 minutes per week for these Programs, and

(c) shall not require, by reason of these Programs, classroom Teachers to provide more instruction and supervision than would be required of similar Teachers in similar schools without these programs.

T.33.5. Subject to any relevant procedure set out in the Manual referred to in T.33.1., when student enrolment within the Integrated Heritage Language Programs in a school falls significantly below 50%, the School Staffing Committee **may** make such recommendations as appropriate in the circumstances regarding the continuance of the Integrated Heritage Language Program in that school.

T.34.0.- **TEACHERS IN TWO OR MORE SCHOOLS**

T.34.1. A full-time Teacher with teaching assignments in two or more schools shall be informed of any definite vacancy to be advertised for any of those schools

for the next school year provided the Teacher is qualified for the vacancy.

Should the Teacher apply for such vacancy to consolidate the Teacher's assignments, the Teacher shall be granted an interview.

T.34.2. Where a ~~full-time~~ Teacher is assigned to two or more schools and is required to travel between the schools Within the school day, the principals and the Teacher shall make best efforts to arrange a mutually satisfactory timetable, subject to the approval of the school Superintendent(s).

APPENDIX T-

**IDENTIFICATION AND PLACEMENT OF
TEACHERS WHO HAVE BECOME SURPLUS
TO THE SCHOOLS PROJECTED STAFFING MODEL**

**A. Instructions to the Principal
Identification of Teachers Surplus to the School**

1. Determine the number of Teachers to be identified according to the following criteria:

Number of full-time equivalent (FTE) Teachers on staff, including the principal and any vice-principals _____ (a)

Number of FTE Teachers returning from leave of absence of one year or less under T.27.4. _____ (b)


Number of FTE Teachers transferred to another school or program outside the school effective September 1, next _____ (c)

Number of FTE Teachers who have submitted request for administrative transfer effective September 1, next under T.10.5. _____ (d)

Number of FTE staff allocated to the school for the current school year based on current enrolment projections _____ (e)

Number of FTE Teachers to be identified as surplus to the school (a+b-c-d-e) _____ (f)

CONFIRM NUMBER (f) WITH THE SCHOOL SUPERINTENDENT.

2. (a) Determine which Teachers are to be identified by considering:
- (i) Seniority as determined under T.25.0., **and**
 -  (ii) qualifications required for specific positions included in the staffing model approved by the School Superintendent, and the recent program experience of the Teacher involved.
- (b) List those Teachers identified under (a) in reverse order of Seniority (i.e. most junior first).
- (c) **CONFIRM THIS LIST WITH THE SCHOOL SUPERINTENDENT**, being prepared to explain situations where qualifications and recent program experience have been factors in determining that a particular Teacher has not been identified as surplus according to Seniority.
- (d) Having confirmed the list under (c), advise the Teachers identified as to their position on the list.

Note 1.

Recent program experience means experience in that specific program during the last four years, i.e. since September 1 of the current school year minus four years.

Note 2.

If a part-time Teacher has been granted a full-time position (or a full-time Teacher has been granted a part-time position) effective September next, the principal is to take this into consideration in 1. above. If the Teacher's new full-time (or part-time) teaching assignment can be accommodated within the school's projected staffing model and the Teacher has sufficient Seniority, then that Teacher will not be identified as surplus to the school. For example, a half-time Teacher who has been granted a full-time teaching assignment may be assigned to a full-time

position in the new staffing model providing the Teacher is qualified to fill that position. If, on the other hand, the Teacher's new full-time (for part-time) teaching assignment cannot be accommodated within the school's projected staffing model, the Teacher will be placed elsewhere. For example, a half-time French Teacher who has been granted a full-time assignment may have to teach French half-time at another school even though that Teacher has Seniority over other full-time grade Teachers in the present school.

Similarly, if a part-time Teacher whose present teaching assignment disappears from the school's projected staffing model and the Teacher can be accommodated by being assigned to another part-time position within the school's projected staffing model and the Teacher has sufficient Seniority under 2(a)(i) or the qualifications under 2(a)(ii) above, then that Teacher will not be identified as surplus to the school. However, if that Teacher's part-time position cannot be accommodated within the school's projected staffing model, the Teacher will be placed elsewhere unless the School Superintendent is able to approve a job-sharing arrangement involving the Teacher (in accordance with the motion approved by the Board May 12, 1982 - Minutes pp. 461-2).

When a Permanent Teacher must be placed elsewhere that Teacher may seek a transfer under T.10.5. If not successful, the Teacher will be placed administratively under T.10.10.

B. **Placement of Teachers Identified as Surplus to School's Approved Staffing Models**

A Teacher identified under A1, A2 above will complete and submit the appropriate Elementary Transfer Form. The Teacher will be placed:

- (a) as a result of transfer following applications during the transfer period under T.10.5., or
- (b) administratively under T.10.10. (if a Permanent Teacher) or under T.10.11. (if a Probationary Teacher).

Note 1.

It is understood that, if following identification of Teachers under **A1, A2** a sufficient number of senior Teachers leave a school's staff through transfer, resignation, retirement, and leaves of absence, a junior Teacher may no longer be required to be placed elsewhere. However, it is **also** understood that a junior Teacher who has not been identified as surplus to a school's projected staffing model may be bumped later by a more senior Teacher.

Note 2.

Permanent Teachers identified under **A1, A2** may seek a transfer under T.10.5.

Note 3.

Probationary Teachers who have been identified **will** be administratively placed under T.10.11, after those more Senior Teachers who remain to be placed administratively under T.10.5, have been placed.

Note 4.

In placing Teachers under **this** procedure, the School Superintendent **will** consider those same factors as were considered under **A2** (i.e. Seniority, qualifications required for the position available, and recent program experience), whether the Teacher has a part-time **or** full-time teaching assignment, and the effect of any job-sharing of one position. In **all** cases, the School Superintendents shall attempt to place these Teachers in their present ward first, then on a city-wide basis. Ultimately, it **is** intended that, if Teachers remain to be placed as of July 1, these **will** be the most junior Teachers identified in accordance with these procedures.

Note 5.

In accommodating **this** Seniority need it is **also** intended to accommodate the needs of the children and particularly their programs. Accordingly, placements **will** not be made on a one-for-one basis commencing with the most senior Teacher to be placed. Initially, placements **will** be made taking into account the most appropriate placement for each Teacher to be placed given **all** the positions available at

that time for **all** those Teachers to be placed at that time. If in placing a more senior Teacher a more junior Teacher is bumped, the junior Teacher's name will be added at its appropriate Seniority position on the list of Teachers to be placed administratively. Similarly, should any other Teacher's name have to be added to the list of Teachers to be administratively placed, the name **will** be added to the list, at the time it becomes known, at its appropriate Seniority position.

Note 6.

Once **all** Teachers who can be placed have been placed, there may **still** be -vacancies which cannot be filled by any Teachers who **still** remain unplaced. In **this** event, the School Superintendents may arrange further transfers to relieve the situation. For example, a Teacher with the appropriate qualifications for a particular vacancy may currently be in a position which could be filled by someone who does not have those qualifications. **When** such a transfer can be arranged, it can sometimes satisfy the Teacher with the appropriate qualifications, the Teacher who needs to be placed, **and** the Board which would otherwise have to hire a new Teacher thus creating a potential Surplus Teacher.

The Teacher with the qualifications may not always be happy with **this**, but it is the administration's intention to minimize the number of Teachers who must be identified as Surplus in the future by placing some Teachers whose present position does not require their qualifications. Under T.10.14. the Board may place any Teacher administratively at **any** time in order to accommodate the Board's needs and the administration will use **this** provision when necessary.

Note 7.

Under T.10.12., two representatives of **this** Toronto Teachers' Federation (one of whom **will** be a principal) **shall** be invited to be present and to participate in the discussion during the administrative placement procedures given in T.10.10. and T.10.11.

LETTER OF UNDERSTANDING

The Superintendent of Staffing - Elementary shall, before March 1, 1988 convene a meeting of the School Superintendents to review how recent program experience **is** determined and applied for the purposes of Appendix T-1. Representatives of the Toronto Teachers' Federation **will** be present at that meeting.

By May 15th the Superintendent of Staffing - Elementary **will** provide the Toronto Teachers' Federation with a list of those situations where recent program experience has been the factor in determining that a particular Teacher has not been identified as surplus according to Seniority.

LETTER OF UNDERSTANDING

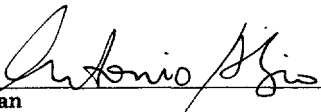
Re: P.A. Days

It **is** understood and agreed that until August 31, 1991, the policy adopted by the Board on March 17, 1977 regarding Professional Activity Days **will** remain unchanged subject to any revisions which may be required **following** from provincial and/or federal legislation.

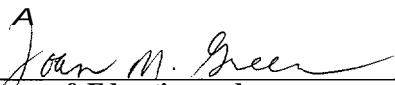
It is further understood and agreed, with the prior approval of the appropriate supervisory officer and the principal, Teachers **will** be able to report for duty at other than the regular time(s) when **a** Professional Activity Day **has** been arranged to accommodate Parent-Teacher interviews into the evening.

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

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

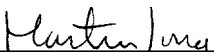


Chairman




Director of Education and
Secretary-Treasurer

Toronto Teachers' Federation

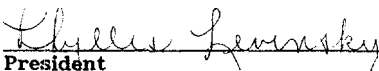


President

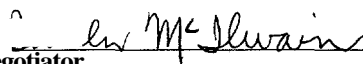


Vice-President - Negotiations
Chief Negotiator

The Toronto Women Teachers'
Association



President



Negotiator

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

President

A. J. M. Guinness

Negotiator

K. J. Doolan

**L'Association des
Enseignants Franco-Ontariens,
Toronto (elementaire)**

President

Georgette Sauvé

APPENDIX T-2

TORONTO BOARD POLICY ON DISCRIMINATION

The following policy of the Board was adopted by the Board at its meeting of February 23, 1981:

- (a) (i) That the Toronto Board of Education condemns and **will** not tolerate discrimination ~~in~~ its employment practices on the basis of race, ethnicity, creed, colour, nationality, ancestry, place of **origin**, sex, sexual orientation, **marital** status, handicap, age (between **18** and **65** years), in any form by its trustees or employees;
 - (ii) Sexual orientation as contained herein means male or female heterosexuality, homosexuality, or bisexuality between consenting adults;
 - (iii) Save as hereinafter set forth, nothing in **this** section ~~shall~~ be deemed to interfere **with** the free expression of opinion upon any subject.
- (b) That the Board will not countenance the proselytization of homosexuality within its jurisdiction.
 - (c) That, since the Board feels that it **is** crucial for young people to have a fuller understanding of the world around them, the policy stated in (b) above does not preclude discussion of categories of discrimination as defined in (a)(i) above, when conducted by teachers and appropriate Board staff as it arises out of curriculum studies.

INDEX

	<u>Page</u>
Adoption Leave	52
Allowances	28
Consultant's Allowance	28
Other Allowance	31, 44
Travel	31
School Related Expenses	31
Assignment to Two or More Schools	45
Boyne River or Island Schools	45
Other Responsibility Allowances/Alternatives	28
Elementary School Co-ordinator Program	39
Professional Development Committee (Elementary)	41
New Positions	36
Program Co-ordinators - Special Education	36
Reading Clinician	35
Post Graduate Degrees	28
Professional Development	30
Special Education	30
Transition to this Agreement	18, 145
Transition of this Agreement	9, 144
Boyne River or Island Schools, Allowance for	45
Career Counselling	184
Category Placement	23
Central Staffing Committee (Elementary)	163
Checkoff	172
Child Care Leave	53
Communications	172
Consultant's Allowance	28
Continuing Education Teachers	117
Grievance and Arbitration Procedure	117
Individual Rights	121
Salary	121
Salary Schedules	122
Staffing	124
Illness and Bereavement	124
Copies of Agreement and Salary Statement	10
Definitions	3, 143
Dental Health Care Plan	71
Elementary School Co-ordinator Program, Allowance for	39
Extended Health Benefits	70

	<u>P a g e</u>
Federation Business	58
Four Over Five Plan	10
Specimen Agreement	11
Grievance-Arbitration Procedure	11, 117, 14
Grievance Form	1
Holiday and Vacation Pay	
12-month Co-ordinators/Asst. Co-ordinators	3
Individual Rights	160
Infant Care Leave	5
Insured Employee Benefits	70
Dental Health Care Plan	7
Extended Health Benefits	70
Group Life Insurance Plan	7
Joint Management Committee	7
Ontario Health Insurance Plan (O.H.I.P.)	7
Retired Teacher, Provision for	7
Semi-Private Hospital Care Benefits	7
Spouse of a Deceased Teacher, Provision for	7
Integrated/Extended Day Heritage and Concurrent Program	18
Interpreter, Availability of	160
Leaves - General	61, 18
Leaves of Absence With Pay	5
Federation Business	58
Four Over Five Plan	10
Specimen Agreement	11
Leave of Absence with Pay	5
Specimen Agreement	8
Miscellaneous Leave	4
Special Leave Plan	11
Special Training Assignments	7
Leaves of Absence Without Pay	57, 110, 18
Adoption	5
Child Care	5
Infant Care	5
Pregnancy	4
Employment Standards Act	80
Life Insurance	7
Group Life Insurance Plan	7
Joint Management Committee	7

	<u>Page</u>
Medical Procedures	183
Simultaneous Leave	46
With Deduction from Sick Leave Credits	46
Without Deduction from Sick Leave Credits	48
Open Positions	36
Part-time Teachers	182
Ohio Health Insurance Plan (O.H.I.P.)	70
Other Responsibility Allowances/Alternatives	28,37
Part-time Teacher Provision	105,173
Sick Leave Credit Gratuity	106
Cost of Salary	183
Performance Reviews	155
Personnel Files	158
Personnel Policy Manual	159
Assumption of Responsibility	34
Part-time Graduate Degree Allowance	28
Sabbatical Leave	49,80
Transition Time	78
Professional Development Allowance	30
Professional Development Committee	41
Program Co-ordinators - Special Education	39
Prohibition Against the Use of Sanctions	11,145
Revision of Data	100
Propose of this Agreement	2
Part-time Clinician	35
Recall Procedures	106
Recognition	2,143
Retired Teacher, Provision for	77
training	109
Salary	
Calculation of a Day's Salary	32
Cost of Living Allowance (C.O.L.A.)	32
Overpayment/Underpayment	32
Placement on Grid	23
Salary Grids	20
Co-ordinators and Assistant Co-ordinators	27
Principals and Vice-Principals	26
Teachers	20
School Budget, Information regarding	161
School Related Expenses, Allowance for	31
School Staffing Committee	167
Semi-Private Hospital Care Benefits	71
Security Procedures	174

P

Service Gratuity	
Sick Leave	
Sick Leave Credit Gratuity	68,
Special Education Allowance	
Special Leave Plan	i
Special Training Assignments	
Spouse of a Deceased Teacher, Provision for	
Staff Allocation Formula A	
Staff Allocation Formula B	
Staffing Procedures	
Staffing Levels	
Staffing Levels for Year Following	1
Strikes by Secretarial or Custodial <i>Staff</i>	
Supervision of Students	1
Supplemental Unemployment Benefits (SUB) Plan	
Surplus Procedures	102,1
Teacher-Administration-Trustee Committee (TAT)	1
Teacher's Car for Board Business, Use of	1
Temporary School to School Exchange	1
Term of Agreement	9,1
Transfer Procedures	1
Travel Allowance	
Two School Allowance	

LETTERS OF UNDERSTANDING:

(re: Federation Release Time)	1
(re: Implementation)	1
(re: Preparation Time)	1
(re: Recent Program Experience)	1
(re: Professional Activity Days)	1.

APPENDICES:

T-1: Identification and Placement of Teachers who have become Surplus to the Schools Project Staffing Models	1
T-2: Toronto Board Policy on Discrimination	1.