

# **Collective Agreement**

Between

The Board of Education for the city of North York

and

**The North York Women Teachers  
Association**

**And**

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

and

L'Association des Enseignants Franco-Ontariens, North York (Élémentaire)

**Begins:**

09/01/1986

**Terminates:**

08/31/1989

04713 (02)

**Source: board**

**Employees: 825**

**Received by: jim**

**Date: 05/05/1988**

**LOCAL AGREEMENT**

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

**and**

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

**for**

**the 1986-87, 1987-88  
and 1988-89 school years**

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## 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**  
**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 (elementaire)**  
**The Scarborough Women Teachers' Association**  
**The Ontario Public School Teachers' Federation, District Scarborough**  
**The Toronto Women Teachers' Association\***  
**The Ontario Public School Teachers' Federation, Toronto District\***  
**L'Association des Enseignants Franco-Ontariens, Toronto (elementaire)\***  
**The City of York Women Teachers' Association**  
**The City of York District, Ontario Public School Teachers' Federation**  
\* (represented by the Toronto Teachers' Federation).

for the 1986-87, 1987-88  
and 1988-89 school years

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THIS AGREEMENT dated this 16th day of DECEMBER, 1987

**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  
The Metropolitan Toronto School Board

hereinafter referred to as the "**Board(s)**"

and

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

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

\*( represented by the Toronto Teachers' Federation)

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

## **PART A - GENERAL**

### **A.1.0. - PURPOSE OF THIS AGREEMENT**

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

### **A.2.0. - RECOGNITION**

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

**A.2.2.** All matters and rights negotiable under subsection 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.

61A-017  
(a) "Adoption Leave" means 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) \*"Developmental Pupils" means those pupils who are profoundly retarded and/or multiply handicapped, requiring intense individual support, as determined by the principal in conjunction with the appropriate consultant and with the approval of the appropriate supervisory officer.

(g) "Director" means the Director for the Board.

\* (Definition pertains only to the School Board)



- (h) "Equivalent Teaching Experience" is the **sum** of **the** years **or** partial years of Teaching Experience and the years **or** partial years of Related Experience for which **credit** is given for salary purposes.
- (i) "Full-time Equivalent Enrolment" ("F.T.E. Enrolment") is the full-time equivalence of the Total Enrolments in each of the grades 1 through 8 rounded to the nearest whole number. For junior and senior kindergarten, "Full-time Equivalent Enrolment" is equal to **one-half** the Total Enrolment and rounded to the nearest whole number.
- (j) "**Grid Salary**" means salary according to the salary grid(s).
- (k) "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.
- (l) "**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.
- (m) "**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.
- (n) "Part-time Teacher" means a Teacher employed by the Board on a regular basis for other than full-time duty.
- (o) "**Permanent Teacher**" means a Teacher employed by the Board under a permanent teacher's Contract.
- (p) "**Pregnancy Leave**" means a leave of absence without pay granted pursuant to the Employment Standards Act, R.S.O. 1980 Chapter 137, Part XI.

58k - |

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- (q) "Probationary Teacher" means a Teacher employed by the Board under a probationary teacher's Contract.
- (r) "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.
- (s) "School Board" means The Metropolitan Toronto School Board.
- (t) \***"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.
- $\frac{88}{D}$  (u) **"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.
- (v) \***"Special Class Pupils"** means pupils who are in a class for trainable retarded formally designated as: Blissymbolics, hearing impaired, total communication, autistic or developmental.
- (w) \***"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.

\* (Definition pertains only to the School Board)

- (x) **"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.
- (y) **"Surplus Teacher"** means a Teacher whose Contract is terminated pursuant to the provisions of the **Local** Agreement.
- (z) **"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.
- (aa) **"Teacher"** means a teacher who is employed **under** Contract by the Board and is a member of one of the Branch Affiliates.
- (bb) **"Teaching Experience"** means the number of year8 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 under-graduate student.

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

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

(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.

(cc) "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.

(dd) "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.

(ee) "Total Salary" means Grid Salary and all allowances, except expense allowances, for regular day school teaching.

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

#### **A.4.0. - TERM OF AGREEMENT**

- A.4.1. This Agreement **is** effective on **and** after September 1, 1986 and expires August 31, 1989.

#### **A.5.0. -APPLICATION OF THIS AGREEMENT**

- A.5.1. The terms of this Central. Agreement apply to **all** Teachers **who** are members of the Branch Affiliates **and** who are under Contact with the **Boards** during the term of **this** Central Agreement.
- A.5.2. Except where otherwise provided, the provisions of this Central Agreement **and** the Local Agreements supersede **all previous** agreements.

#### **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.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 Affillate, **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 Affillate, 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 Affillate, **or** in the **case** of Toronto, the Toronto Teachers' Federation, considers the **grievance** to **be** justified, the Branch Affillate, **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 Affillate, **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 Affillate, **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 ten 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 Teachers' 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 emend under A.9.1. shall give written notice to this effect. The parties shall meet within 30 days to determine if the other party will agree to negotiate the proposed amendment.

**ELEMENTARY TEACHERS' GRIEVANCE FORM**

Board \_\_\_\_\_ 'Branch  
Affiliate \* \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

School \_\_\_\_\_

Clause(s) of Agreement Violated \_\_\_\_\_

Details of Grievance \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Redress Sought \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date Filed \_\_\_\_\_

\_\_\_\_\_  
**Signature of Grievor**

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

PART B - SALARY

**B.1.0. - SALARY GRIDS**

50A-1

B.1.1. All Teachers, other than principals, vice-principals, co-ordinators and assistant co-ordinators shall be paid in accordance with the placement on the following grids as determined by B.2.0. and 8.3.0.:

**CATEGORY 1 (D)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 16,096	\$ 16,257	\$ 16,907	\$ 17,076
1	17,617	17,793	18,505	18,690
2	19,191	19,383	20,158	20,360
3	20,789	20,997	21,837	22,055
4	22,386	22,610	23,514	23,749
5	23,987	24,227	25,196	25,448
6	25,584	25,840	26,874	27,143
7	27,180	27,452	28,550	28,836

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 17,937
1	19,632
2	21,386
3	23,166
4	24,946
5	26,731
6	28,511
7	30,289

**CATEGORY 2 (C)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- At!@.-</u>
0	\$ 17,326	\$ 17,499	\$ 18,199	\$ 18,381
1	18,810	18,998	19,758	19,956
2	20,332	20,535	21,356	21,570
3	21,849	22,067	22,950	23,180
4	23,370	23,604	24,548	24,793
5	24,888	25,137	26,142	26,403
6	26,410	26,674	27,741	28,018
7	27,927	28,206	29,334	29,627
8	29,450	29,745	30,935	31,244
9	30,964	31,274	32,525	32,850

<u>Step</u>	<u>Sept/88-</u>
0	\$ 19,307
1	20,962
2	22,657
3	24,348
4	26,043
5	27,734
6	29,430
7	31,120
8	32,819
9	34,506

**CATEGORY 3 (B)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 18,377	\$ 18,561	\$ 19,303	\$ 19,496
1	19,998	20,198	21,006	21,216
2	21,616	21,832	22,705	22,932
3	23,238	23,470	24,409	24,653
4	24,861	25,110	26,114	26,375
5	26,480	26,745	27,815	28,093
6	28,104	28,385	29,520	29,815
7	29,724	30,021	31,222	31,534
8	31,347	31,660	32,926	33,255
9	32,969	33,299	34,631	34,977
10	34,587	34,933	36,330	36,693

**CATEGORY 3 (B)**

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 20,479
1	22,286
2	24,087
3	25,895
4	27,704
5	29,509
6	31,318
7	33,123
8	34,931
9	36,740
10	38,543

**CATEGORY 4 (A1)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 22,480	\$ 22,705	\$ 23,613	\$ 23,849
1	24,102	24,343	25,317	25,570
2	<u>25,724</u> B	<u>25,981</u> B	<u>27,020</u> B	<u>27,290</u> B
3	27,345	27,618	28,723	29,010
4	28,966	29,256	30,426	30,730
5	30,585	30,891	32,127	32,448
6	32,208	32,530	33,831	34,169
7	33,830	34,168	35,535	35,890
8	35,452	35,807	37,239	37,611
9	37,072	37,443	38,941	39,330
10	38,694	39,081	40,644	41,050

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 25,051
1	26,859
2	<u>28,666</u> B
3	30,472
4	32,279
5	34,083
6	35,891
7	37,699
8	39,506
9	41,312
10	43,119



**CATEGORY 5 (A2)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 23,561	\$ 23,797	\$ 24,749	\$ 24,996
1	25,247	25,499	26,519	26,784
2	26,933	27,202	28,290	28,573
3	28,620	28,906	30,062	30,363
4	30,302	30,605	31,829	32,147
5	31,995	32,315	33,608	33,944
6	33,680	34,017	35,378	35,732
7	35,364	35,718	37,147	37,518
8	37,051	37,422	38,919	39,308
9	38,738	39,125	40,690	41,097
10	40,422	40,826	42,459	42,884

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	26,256
1	28,134
2	30,013
3	31,894
4	33,767
5	35,655
6	37,533
7	39,409
8	41,289
9	43,168
10	45,045

**CATEGORY 6 (A3)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 25,941	\$ 26,200	\$ 27,248	\$ 27,520
1	27,908	28,187	29,314	29,607
2	29,874	30,173	31,380	31,694
3	31,841	32,159	33,445	33,779
4	33,808	34,146	35,512	35,867
5	35,774	36,132	37,577	37,953
6	37,741	38,118	39,643	40,039
7	39,709	40,106	41,710	42,127
8	41,674	42,091	43,775	44,213
9	43,644	44,080	45,843	46,301
10	45,612	46,068	47,911	48,390

**CATEGORY 6 (A3)**

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 28,907
1	31,099
2	33,292
3	35,481
4	37,675
5	39,866
6	42,057
7	44,250
8	46,442
9	48,635
10	50,829

**CATEGORY 7 (A4)**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 27,021	\$ 27,291	\$ 28,383	\$ 28,667
1	29,141	29,432	30,609	30,915
2	31,255	31,568	32,831	33,159
3	33,377	33,711	35,059	35,410
4	35,495	35,850	37,284	37,657
5	37,614	37,990	39,510	39,905
6	39,730	40,127	41,732	42,149
7	41,850	42,269	43,960	44,400
8	43,966	44,406	46,182	46,644
9	46,087	46,548	48,410	48,894
10	48,205	48,687	50,634	51,140

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 30,112
1	32,474
2	34,830
3	37,194
4	39,555
5	41,916
6	44,273
7	46,638
8	48,995
9	51,359
10	53,718

- B.1.2.** Should a Teacher's **Total Salary** payable before promotion exceed the Teacher's **Total Salary** payable at Step 0 after promotion, then the Teacher shall be placed at the next **step**, on the appropriate Position of **Responsibility** grid, up to the **maximum**, which will if possible result in the **Total Salary** payable after promotion exceeding the **Total Salary** payable before promotion. For salary **purposes** the Teacher shall be deemed to have experience equivalent to such salary step and advance each year thereafter.
- B.1.3.** Notwithstanding **B.1.2.**, the **Total Salary** of a Teacher shall not be reduced by a promotion to a position of responsibility. The effective date of the promotion shall be used in the comparison of the two salaries.

#### **B.2.0. - PLACEMENT ON THE SALARY GRID**

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

### **B.3.0. - CATEGORY PLACEMENT**

**B.3.1.** A Teacher shall submit **all** necessary written proof of the change in qualifications to the Director.

(a) It shall be the responsibility of the Teacher to apply for **any** necessary written proof of a change in qualifications.

(b) The Board shall acknowledge receipt of documents submitted by the Teacher and shall advise the Teacher of the ultimate disposition of the request for change in category placement.

**B.3.2.** A Teacher's Grid **Salary** shall be determined for a school year on the Teacher's qualifications as at September 1 of that year provided that if the Teacher furnishes proof by December 15 of a change in qualifications effective the preceding September 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to September 1. If the Teacher furnishes proof by June 1 of a change in qualifications effective the preceding January 1, category placement shall be made on the basis of the new qualifications with the corresponding Grid Salary change retroactive to January 1.

**B.3.3.** If, prior to the dates by which proof of changed qualifications must be submitted under B.3.2. the Teacher gives written notice to the Director of an intent to furnish proof of changed qualifications as soon as it is available, such proof may be accepted at the discretion of the Director.

**B.3.4.** In determining a Teacher's category for placement on the **Salary** Grid, the Board will be guided by the definitions set out in QECO #3, whether or not a Teacher is **eligible** to receive an evaluation from QECO. Notwithstanding the use of **QECO #3**, no Teacher under Contract with a Board on August 31, 1984 shall be **paid** on the basis of a lower category under **QECO #3** 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.

- (a) Effective on the first **day** of the second month following the **signing** of this Agreement, in determining a Teacher's **category for placement** on the Salary Grid, the Board will **be guided by** the definitions set out in QECO #4 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 that **day 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) Category placement under B.3.4.(a) shall be made in accordance with **B.3.0.** Notwithstanding **B.3.2.,** however, any changes in Total Salary arising **from** the implementation of **B.3.4.(a)** shall be retroactive only to the date of implementation of QECO #4.
- 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/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ <del>55,354</del> H	\$ <del>55,908</del> H	\$ <del>58,144</del> H	\$ <del>58,725</del> H
1	56,831	57,399 H	59,695 H	60,292 H
2	58,310	58,893	61,249	61,861
3	59,788	60,386	62,801	63,429
4	61,267	61,880	64,355	64,999

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ <del>61,685</del> H
2	64,978
3	66,626
4	68,275

**VICE-PRINCIPALS - ELEMENTARY**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ <del>47,374</del> M	\$ <del>47,848</del> M	\$ <del>49,762</del> M	\$ <del>50,260</del> M
1	48,839	49,327	51,300	51,813
2	50,306	50,809	52,841	53,369
3	51,771	52,289	54,381	54,925

**VICE-PRINCIPALS - ELEMENTARY**

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 52,793 <sup>M</sup>
1	54,425
2	56,059
3	57,693

**PRINCIPALS - JUNIOR HIGH SCHOOLS**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 58,340	\$ 58,923	\$ 61,280	\$ 61,893
1	59,905	60,504	62,924	63,553
2	61,472	62,087	64,570	65,216
3	63,036	63,668	66,213	66,875

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 65,013
1	66,756
2	68,503
3	70,246

**VICE-PRINCIPALS - JUNIOR HIGH SCHOOLS**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 49,767	\$ 50,265	\$ 52,276	\$ 52,799
1	51,334	51,847	53,921	54,460
2	52,901	53,430	55,567	56,123
3	54,469	55,014	57,215	57,787

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 55,460
1	57,204
2	58,952
3	60,699

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

**12 MONTH CO-ORDINATORS**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 57,552	\$ 58,128	\$ 60,453	\$ 61,058
1	59,117	59,708	62,096	62,717
2	60,684	61,291	63,743	64,380
3	62,248	62,870	65,385	66,039

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 64,135
1	65,878
2	67,625
3	69,368

**10 MONTH CO-ORDINATORS**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 52,119	\$ 52,640	\$ 54,746	\$ 55,293
1	53,687	54,224	56,393	56,957
2	55,253	55,806	58,038	58,618
3	56,816	57,384	59,679	60,276

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 58,080
1	59,827
2	61,573
3	63,314



**12 MONTH ASSISTANT CO-ORDINATORS**

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 53,688	\$ 54,225	\$ 56,394	\$ 56,958
1	55,253	55,806	58,038	58,618
2	56,816	57,384	59,679	60,276
3	58,382	58,966	61,325	61,938

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 59,828
1	61,573
2	63,314
3	65,060

**10 MONTH ASSISTANT CO-ORDINATORS\***

<u>Step</u>	<u>Sept/86- Dec/86</u>	<u>Jan/87- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
0	\$ 49,767	\$ 50,265	\$ 52,276	\$ 52,799
1	51,334	51,847	53,921	54,460
2	52,901	53,430	55,567	56,123
3	54,469	55,014	57,215	57,787

<u>Step</u>	<u>Sept/88- Aug/89</u>
0	\$ 55,460
1	57,204
2	58,952
3	60,699

\* Includes chief consultant - North York

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

B.5.1. The allowance to be paid a consultant (except a chief consultant in North York) shall be \$3,397 for the 1986-87 school year. For the 1987-88 school year, the annualized amount of this allowance

shall be \$3,533 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$3,588 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$3,588.

Should any consultant have been paid an allowance greater than \$3,397 for the 1985-86 and 1986-87 school years or greater than \$3,568 for the 1987-88 school year and continue as a consultant, that consultant's allowance shall be redcircled and that consultant shall continue to receive the allowance paid as of January 31, 1985.

**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 1986-87 school year, separate from any allowances payable to Teachers under B.5.0., the Board shall be allocated an amount equal to \$157 per Teacher based on the actual September 30, 1985 staff as allocated by the agreement then in force. For the 1987-88 school year, this amount shall be \$164 per Teacher based on the actual September 30, 1986 staff as allocated by the agreement then in force. For the 1988-89 school year, this amount shall be \$164 per Teacher based on the actual September 30, 1987 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 E 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 Teachers 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 **1986-87 school year**, the amount of this allowance *shall* be \$779. For the **1987-88 school year**, the annualized amount of this allowance **shall be \$810 for the period September 1, 1987 to December 31, 1987**; and the **annualized** amount *shall be \$818 for the period January 1, 1988 to August 31, 1988*. For the **1988-89 school year**, the amount of this **allowance shall be \$818**.

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

For the **1986-87 school year**, the amount of this **allowance shall be \$278**. For the **1987-88 school year**, the annualized amount of this **allowance shall be \$289 for the period September 1, 1987 to December 31, 1987**; and the **annualized** amount *shall be \$292 for the period January 1, 1988 to August 31, 1988*. For the **1988-89 school year**, the amount of this **allowance shall be \$292**.

**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 1986-87 school year, the amount of this allowance shall be \$995. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,035 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,045 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,045.

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:

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

**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.

**APPENDIX B-1**

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

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**EAST YORK**

Nil

**ETOBICOKE**

Nil

**METRO**

A responsibility allowance shall be paid to each Head Teacher and to the Surrey Place Program Director. For the 1986-87 school year, the amount of this allowance shall be \$1,697. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,765 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,783 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,783.

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 1986-87 school year, the amount of this allowance shall be \$256. For the 1987-88 school year, the annualized amount of this allowance shall be \$266 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$269 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$269.

A responsibility allowance shall be paid to the Surrey Place Liaison Teacher. For the 1986-87 school year, the amount of this allowance shall be \$1,024. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,066 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,076 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,076.

## NORTH YORK

A responsibility allowance shall be paid to each Program Leader appointed prior to 1974. For the 1986-87 school year, the amount of this allowance shall be \$3,397. For the 1987-88 school year, the annualized amount of this allowance shall be \$3,533 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$3,568 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$3,568.

A responsibility allowance shall be paid to each Program Leader appointed in 1974 or thereafter. For the 1986-87 school year, the amount of this allowance shall be \$3,013. For the 1987-88 school year, the annualized amount of this allowance shall be \$3,134 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$3,165 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$3,165.

## TORONTO

### 1. Reading Clinician's Allowance

- (a) For the 1986-87 school year, the amount of this allowance shall be \$3,397. For the 1987-88 school year, the annualized amount of this allowance shall be \$3,533 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$3,568 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$3,568.
- (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 Minute, 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.7.0., 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 1986-87 school year, the amount of this allowance shall be \$1050. For the 1987-88 school year, the annualized amount of this allowance shall be \$ \$1,092 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,103 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,103.**
- (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.

**SCARBOROUGH**

**Nil**

**YORK**

**Nil**

**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 1986-87, 1987-88 and 1988-89** and shall be based on annualized rates as set out below:

<b><u>Positions</u></b>	<b><u>Sept/86- Aug/87</u></b>	<b><u>Sept/87- Dec/87</u></b>	<b><u>Jan/88- Aug/88</u></b>
Curriculum Resource Teacher (full unit)	\$ 1,335	\$ 1,388	\$ 1,402
Team Leader	1,335	1,388	1,402
Major Chairperson	1,281	\$ 1,332	1,345
Minor Chairperson	962	1,000	1,010

<b><u>Positions</u></b>	<b><u>Sept/88- Aug-89</u></b>
Curriculum Resource Teacher (full unit)	\$ 1,402
Team Leader	1,402
Major Chairperson	1,345
Minor Chairperson	1,010

Notwithstanding the foregoing, a Teacher who received an **allowance** of \$1,295 under a previous agreement for the position of Major Chairperson, and who continues to hold a **Major Chairpersonship**, shall continue to receive \$1,295 until **August 31, 1987**.

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 1986-87 school year, the amount of this allowance shall be \$2,085. For the 1987-88 school year, the annualized amount of this allowance shall be \$2,168 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$2,190 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$2,190.

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

## METRO

A responsibility allowance shall be paid to the Swimming Supervisor. For the 1986-87 school year, the amount of this allowance shall be \$2,055. For the 1987-88 school year, the annualized amount of this allowance shall be \$2,137 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$2,153 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$2,153.

A responsibility allowance shall be paid to each Program Leader. For the 1986-87 school year, the amount of this allowance shall be \$1,024. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,065 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,076 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,076.

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 E.6.1.

**NORTH YORK**

The following Responsibility Allowances shall be in effect for the school years 1986-87, 1987-88 and 1988-89 and shall be based on annualized rates as set out below:

<u>Positions</u>	<u>Sept/86- Aug/87</u>	<u>Sept/87- Dec/87</u>	<u>Jan/88- Aug/88</u>
Convener - Elementary School	\$ 2,206	\$ 2,294	\$ 2,317
Co-ordinating Chairperson (J.H.S.)	2,884	2,999	3,029
Major Chairperson (J.H.S.)	2,404	2,500	2,525
Minor Chairperson (J.H.S.)	1,603	1,667	1,684
Assistant Chairperson (J.H.S.)	641	667	674

<u>Positions</u>	<u>Sept/88- Aug/89</u>
Convener - Elementary School	\$ 2,317
Co-ordinating Chairperson (J.H.S.)	3,029
Major Chairperson (J.H.S.)	2,525
Minor Chairperson (J.H.S.)	1,684
Assistant Chairperson (J.H.S.)	674

**SCARBOROUGH**

Commencing September 1, 1986 the allowance for Chairpersons for the 1986-87 school year, shall be \$1,103. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,147 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,158

for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,158.

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**

### **L. 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 1986-87 school year this rate shall be \$112. For the 1987-88 and the 1988-89 school years this rate shall be \$117.

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 1986-87 school year, the amount of this allowance shall be \$1,125. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,170 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,182 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,182.

A senior school guidance counsellor who holds a guidance specialist certificate or its equivalent shall receive an allowance. For the 1986-87 school year, the amount of this allowance shall be \$1,125. For the 1987-88 school year, the annualized amount of this allowance shall be \$1,170 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$1,182 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$1,182.

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.**

**OTHER ALLOWANCES**  
**(pursuant to B.10.3.)**

**EAST YORK**

An allowance at the current rete 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 rete 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 1986-87 school year, the amount of this allowance shall be \$210 . For the 1987-88 school year, the annualized amount of this allowance shall be \$218 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$220 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$220.

An allowance shall be paid for those with responsibilities at the Boyne River or Island Schools. For the 1986-87 school year, the amount of this allowance shall be \$551 . For the 1987-88 school year, the annualized amount of this allowance shall be \$573 for the period September 1, 1987 to December 31, 1987; and the annualized amount shall be \$579 for the period January 1, 1988 to August 31, 1988. For the 1988-89 school year, the amount of this allowance shall be \$579.

**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,

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(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 close 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,

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

63H-3 (xii) a father attending the birth of his child, or

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

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

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

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

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

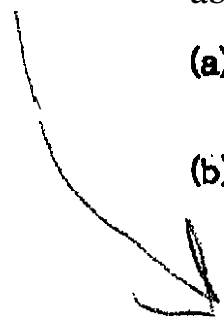
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- (b) Leave shall be granted by the Director or designate, **without loss of salary and without deduction of Sick Leave Credits for up to three days** compassionate leave at the time **of the death of a member** of the Teacher's immediate family, which 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.

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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,
- (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 persona 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).
- 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.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.
- 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.**

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**C.4.2.** 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.

**C.4.3.** When a Teacher takes an Adoption Leave, the Teacher shall be granted credit for Teaching Experiences for the duration of the leave.  
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**C.4.4.** The Board shall continue its share of the Teacher's insured employee benefit plans for the period of the Adoption Leave.

#### **C.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.  
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**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. The sum of an Adoption Leave and a Child Care Leave granted under this Agreement shall not exceed two years. 61B-087

**C.6.0. - LEAVES OF ABSENCE WITH PAY** ~~61A-1~~

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.

C.6.3. To qualify for a leave of absence with pay a Teacher shall have completed a minimum of six years of service in the employ of one of the Boards.

~~61A-2~~ 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 \$1000 per annum.

C.6.6. A Teacher granted such a leave of absence with pay, before going on such leave, shall execute an

agreement **On** 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 falling** 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 1987-88, 1988-89 and 1989-90 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

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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. 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 Toronto, the Toronto Teachers' Federation, **shall** equally share ~~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.
- 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.**



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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 the 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 end 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 a 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,~~

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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 ~~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:

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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 8% 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.

### 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. 70A-075

Seventy-five per cent of the premium cost of O.H.I.P. shall be paid by the Board. def.

685 Effective on the first day of the second month following the signing of this Agreement eighty-five per cent of the premium cost of O.H.I.P. shall be paid by the Board.

090 Effective September 1, 1988, ninety per cent of the premium cost of O.H.I.P. shall be paid by the Board.

(b) **Extended Health Benefits**

The Boards shall provide an Extended Health Plan for Teachers which will include ~~re~~ 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:

- (i) hearing aid benefits <sup>704-100</sup> to a maximum of \$400 per person, and <sub>2-100</sub>
- (ii) eyeglasses (including contact lenses) benefits to a maximum of \$75 per person two year period, 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, and
- (iv) effective September 1, 1988, health coverage while outside Canada. <sup>703-100</sup>

~~One hundred~~ per cent of the premium cost for ~~Extended Health~~ coverage shall be paid by the Board. <sub>26/G</sub>

(c) **Semi-Private Hospital Care Benefits**

The Boards shall provide a ~~Semi-Private Hospital Care Plan~~ for Teachers. <sup>701-100</sup>

~~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**

The Boards shall provide a dental health care plan for Teachers that shall continue the level of benefits during the 1985-86 school year. Benefits will be based on the 1984 Ontario Dental Association Schedule of Fees for General Practitioners.

Two-thirds of the premium costs shall be borne by the Board. <sup>705-067</sup>

Effective on the first day of the second month following the signing of this <sub>069</sub>



Agreement sixty-nine per cent of the premium costs shall be borne by the Board.

Effective January 1, 1988, benefits shall be based upon the 1986 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective January 1, 1989, benefits shall be based upon the 1987 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:

- 11-2
- (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.

(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

The Boards shall provide a Group Life Insurance Plan for Teachers with a maximum option of \$120,000 coverage. Effective ~~January 1, 1988,~~ the maximum option shall be increased from \$120,000 to \$140,000 for those Teachers who are actively at work and who are presently enrolled at the maximum option.

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~~One hundred per cent~~ of the premium cost of the ~~first \$25,000 coverage~~ shall be paid by the Boards. One 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.

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.

(b) Joint Management Committee

(i) A Joint Management Committee shall be responsible for operating the Group Life Insurance plan. The Committee shall be chaired by a person appointed by the School Board. Such chairperson shall be non-voting.

(ii) The elementary Branch Affiliates of each Board or in the case of Toronto, the Toronto Teachers' Federation, shall jointly appoint one representative to the Joint Management Committee for a two year period and the names of such representatives shall be forwarded to the chairperson of the Joint Management Committee no later than November 1.

Four of these representatives shall be non-voting observers.

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

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

- 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:

<u>part-time salary</u>	X	Board share of
<u>full-time salary</u>		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 VW—**

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 as soon as is practicable following the signing of the collective agreement a **Joint Board/Branch Affiliates' Committee** shall be formed at each Board for the purpose of considering and **making recommendations** to the individual Board with respect to the most efficient and equitable **means** of deploying preparation time. Each Committee shall report to the Board **by March 1, 1988**.
- C.15.2.** The Boards agree not to **reduce** the amount of preparation time for the 1987-88 school year that had **been scheduled** for any Teacher as of the commencement of the strike except as would normally result from **changes to the enrolments** that were projected at the **start of the 1987-88** school year **or** other normal reorganizations.
- C.15.3.** Effective September **1, 1988** every **classroom** Teacher shall be entitled to 100 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.15.4.** 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.15.5.** 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.15.6.** Where a classroom Teacher **does** not have full-time instructional duties such time shall be prorated accordingly.
- C.15.7.** Preparation time shall be scheduled in blocks of not less than 20 consecutive minutes.
- C.15.8.** 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.15.9.** 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.15.10.** The provisions in the local agreements that pertain to preparation time shall continue to apply during the period of this renewal agreement (i.e. 1988-89 agreement).

**PREGNANCY LEAVE**

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

**Pregnancy Leave**

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 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**

8. (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.*

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

THIS AGREEMENT<sup>4</sup> 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 \$1000 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 ~~falls~~ 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

## **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 1987-88

<u>Grade Level Classification</u>	<u>Staffing Rate per 1000 Enrolment</u>
Jr. Kindergarten	50.0
Sr. Kindergarten	41.1
Grades 1-3	41.1
Grades 4-6	36.9
Grades 7-8	42.2

(b) Effective September 1, 1988

<u>Grade Level Classification</u>	<u>Staffing Rate per 1000 Enrolment</u>
Jr. Kindergarten	50.0
Sr. Kindergarten	42.0
Grades 1-3	42.0
Grades 4-6	38.2
Grades 7-8	42.5

(c) Effective September 1, 1989

<u>Grade Level Classification</u>	<u>Staffing Rate per 1000 Enrolment</u>
Jr. Kindergarten	50.0
Sr. Kindergarten	42.3
Grades 1-3	42.3
Grades 4-6	39.4
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 1000 junior enrolment; plus
- 5.30 staff per 1000 intermediate enrolment

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

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

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

- (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



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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 subformula shall be:

4.4 staff per 1,000 inner city enrolment.

D.3.4. Local program staff shall be:

- (a) For the school year 1987-88, 7.0 staff plus 1.50 staff per 1000 F.T.E. Enrolment for September 1986 or for September 1987, whichever is greater.

- (b) Effective September 1, 1988 8.0 staff plus 1.80 staff per 1000 F.T.E. Enrolment for September 1987 or for September 1988, whichever is greater.

- (c) Effective September 1, 1989 8.5 staff plus 1.86 staff per 1000 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 1987-88 shall be:

3.0 Staff per 1000 French enrolment.

- (a) Effective September 1, 1988, the French program staff shall be:

3.3 staff per 1000 French enrolment.

- (d) Effective September 1, 1989, the French program staff shall be:

3.5 staff per 1000 French enrolment.

**D.3.6. The enrolment decline staff shall be**

2.0 staff per 1000 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 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.

**D.3.7. English as a Second Language:**

- (a) The staff allocated for English-as+-Second Language/Dialect (E.S.L./D.) purposes in a school year shall be determined by the application of the formula outlined in **D.3.7.(a) to D.3.7.(e)** using the registration data collected in the 48 months up to and including December 31 of the year previous to the staffing year.
- (b) Each immigrant student registering in an elementary school or grade 7 or 8 of a junior high school shall be multiplied by a factor according to geographic origin as follows:

<u>Geographic Origin</u>	<u>Entered into Canada Prior to School Registration</u>	
	<u>1-12 months</u>	<u>13-24 months</u>
Europe, Asia, Africa, South America, Central America	1.000	.500

North America, .150 .075  
 British Isles,  
 Australia and  
 New Zealand

Pacific Islands, .850 .425  
 East Indies,  
 West Indies

- (c) The factored registrations from D.3.7.(b) shall be further weighted corresponding to the time elapsed since the student originally registered in the public elementary school system in Metropolitan Toronto.

<u>Chronological Time of Registration</u>	<u>Weight</u>
January to June four years ago	.050
July to December four years ago	.100
January to June three years ago	.150
July to December three years ago	.200
January to June two years ago	.250
July to December two years ago	.750
January to June one year ago	1.250
July to December previous	1.750

- (d) The sum of the factored and weighted registrations as determined in D.3.7.(c) shall be divided by one-half the sum of the weights as outlined in D.3.7.(c) to determine the total weighted registrations.

- (e) The staff allocated by the E.S.L. sub-formula for the 1987-88 school year shall be:

35.0 staff per 1000 total weighted registrations as determined in D.3.7.(d).

- (f) Effective September 1, 1988 the staff allocated by the E.S.L. sub-formula shall be:

35.5 staff per 1000 total weighted registrations as determined in D.3.7.  
**(d).**

**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 1000 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 1000 to determine the special education **sub-formula** staff allocation.

(d)

(1)	(2)	(3)	(4)
<u>School Year</u>	<u>Incidence Rates per 1000 Inner-City</u>	<u>Overall Rate</u>	<u>Staffing Rate per 1000 Calculated Sp. Ed. Enrolment</u>
1987-88	9.5	46.5	139.07
1988-89	9.5	46.5	141.70
1989-90	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 1000 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:

**September to January  
F.T.E. Enrolment Change**

	<u>Weight</u>
three school years ago	0.30
two school years ago	0.33
previous school year	0.37

**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 and 5)	x 1.5
Half Day Pupils (ages 4 and 5)	x 1.5
Special Needs Pupils	x 2.0
Special Class Pupils	x 2.0
Developmental Pupils	x 2.0

- (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 1987-88 shall be 10.57.
- (c) Effective September 1, 1988, the classroom staffing factor shall be 10.36.
- (d) Effective September 1, 1989, the classroom staffing factor shall be 10.22.

**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.4.0. - PROVISION OF DATA**

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

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

D.4.3. The School Board shall forward to the Branch Affiliates by December 15 a final report on the final calculation of the staffing levels based on September actual enrolments together with a report of the actual staff employed as of the last school day of September, October and November.

D.4.4. The Boards shall continue to use the enrolment and staffing data projected in March to determine projected staffing levels for September next. However the School Board will, upon reasonable notice, provide to the Branch Affiliates projected enrolment and formula staffing data for September of the next staffing year as soon as feasible after receipt of the request for such information.

D.4.5. A Board will as of December 15, if requested, and upon receipt of reasonable prior notice, provide the Branch Affiliates for that Board with information concerning the deployment of formula staff within the Board.

D.4.6. Each Branch Affiliate, or in the case of Toronto, the Toronto Teachers' Federation, will designate a member who shall receive enrolment data and projections as referred to in this section.

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

- D.5.1. The number of Teachers to be employed by a Board for the school year commencing September 1, 1989 shall be determined as set out in D.2.0.



**PART E - DECLINING ENROLMENT PROVISIONS**

**E.1.0. - SURPLUS PROCEDURES**

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:

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(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:

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

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** end 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 **sat** 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.

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### **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 1<sup>st</sup>*, 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 Thistletown Teacher who is a participant in the Deferred Salary Leave Plan as at August 31, 1983 may continue according to the terms of the plan as outlined in Section 8:12 of the 1982-83 Collective Agreement between the Provincial Schools Authority and the Federation of Provincial Schools Authority Teachers.

**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,

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- (a) Tuition fees shall be paid by the Board for the purpose of retraining and official receipts shall be submitted to the Director, and
  - (b) If such retraining requires full-time attendance during regular school hours, the Board shall request the Teacher to take a leave under the conditions of C.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 Retraining **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\_\_.

**BETWEEN:**

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

**- and -**

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

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

1. During the five (5) years commencing September 1, 19\_\_ and ending August 31, 19\_\_,
  - (a) the Teacher will work for the Board for four (4) school years (hereinafter referred to as the "work period") at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled but the Board shall pay one hundred per cent (100%) of the cost of the Board's share of the Teacher's insured employee benefits and
  - (b) the Teacher shall have a leave of absence of one (1) school year (hereinafter referred to

as the "leave period") with pay at eighty per cent (80%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence and one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.

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

7. The Board shall make
- (a) The appropriate payroll deductions from the eighty per cent (80%) payable to the Teacher for the balance of the cost of the insured employee benefits, and shall make deductions for income tax purposes and other purposes as are required by law, and
  - (b) Other deductions consistent with those made for other Teachers who are not on leave if requested to do so by the Teacher.
8. The leave period may be postponed for one year only, by the Board on notice in writing to the Teacher given prior to January 1 of the year in which the leave is to commence but only if the Teacher is indispensable to the program needs of the Board during the leave period set out under this agreement. If the leave period is postponed from the fifth school year to a sixth year, payment of salary and employee benefits in the fifth year shall be made on the same basis as if the Teacher were on the leave of absence but, in the sixth year where the Teacher is on the leave of absence, the Board shall pay
- (a) to the Teacher one hundred per cent (100%) of the salary to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence, and
  - (b) one hundred per cent (100%) of the cost of the Board's share of the insured employee benefits to which the Teacher would otherwise be entitled if the Teacher were not on the leave of absence.
9. If the Teacher dies during the term of this agreement before the leave period has commenced, the actual monies withheld during the work period shall be paid to the Teacher's estate.
10. If the Teacher dies during the term of this agreement after having commenced or completed the leave period the Board shall determine the difference between the actual monies paid during the leave period and the actual monies withheld during the work period. Should the actual monies withheld during the work period exceed the actual

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

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

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

**THE BOARD OF EDUCATION FOR  
THE**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Director of Education


\_\_\_\_\_  
Teacher

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


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

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

**THE BOARD OF EDUCATION FOR THE  
BOROUGH OF EAST YORK**

  
\_\_\_\_\_  
Chairperson

SEAL

  
\_\_\_\_\_  
Director of Education and  
Secretary-Treasurer

**THE BOARD OF EDUCATION FOR THE  
CITY OF ETOBICOKE**

  
\_\_\_\_\_  
Chairman

SEAL

  
\_\_\_\_\_  
Director of Education

**THE BOARD OF EDUCATION FOR THE  
CITY OF NORTH YORK**

*Jain*  
Chair

*acting*  
*[Signature]*  
Director of Education

SEAL

**THE BOARD OF EDUCATION FOR THE  
CITY OF SCARBOROUGH**

*D. Owen*  
Chairman

*[Signature]*  
Director of Education

SEAL

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

*[Signature]*  
Chair

*acting*  
*Ronald W. Helfrd.*  
Director of Education

SEAL



**THE BOARD OF EDUCATION FOR THE  
CITY OF YORK**

Patricia G. Haver  
Chairman

Phillips SEAL  
Director of Education

**THE METROPOLITAN TORONTO SCHOOL  
BOARD**

Ann L. Venzione  
Chairman


C. E. Row SEAL  
Director and Secretary-Treasurer

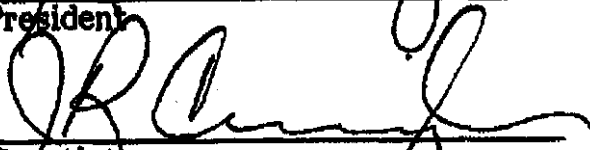
**THE EAST YORK WOMEN TEACHERS'  
ASSOCIATION**

Ann Toph  
President

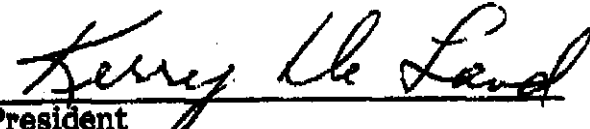
Ann Toph  
Negotiator

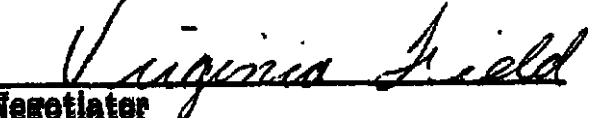
**THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION, EAST YORK  
DISTRICT**

  
\_\_\_\_\_  
President


  
\_\_\_\_\_  
Negotiator

**THE ETOBICOKE WOMEN TEACHERS'  
ASSOCIATION**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiator

**THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION, ETOBICOKE  
DISTRICT**

  
\_\_\_\_\_  
President

  
\_\_\_\_\_  
Negotiator

**THE WOMEN TEACHERS' ASSOCIATION  
OF METROPOLITAN TORONTO**

Janet Anne Gallacher  
President

Alexa Grossman  
Negotiator

**THE METROPOLITAN TORONTO  
DISTRICT, ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION**

Martin Kates  
President

Martin Kates  
Negotiator

**THE NORTH YORK WOMEN TEACHERS'  
ASSOCIATION**

V. M. Wright  
President

S. M. ...  
Negotiator

**THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION, NORTH YORK  
DISTRICT**

Allen D. Brattus  
President

Paul Anderson  
Negotiator

**L'ASSOCIATION DES ENSEIGNANTS  
FRANCO-ONTARIENS NORTH YORK  
(ELEMENTAIRE)**

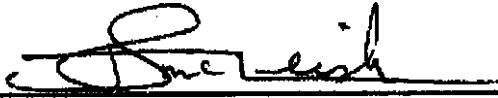
Pierre A. Nadeau  
President

**THE SCARBOROUGH WOMEN TEACHERS'  
ASSOCIATION**

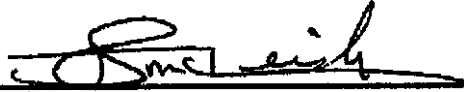
Quintan  
President

Kathleen Loftus  
Negotiator

**THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION, DISTRICT  
SCARBOROUGH**

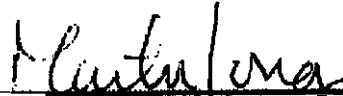


President




Negotiator

**TORONTO TEACHERS' FEDERATION**

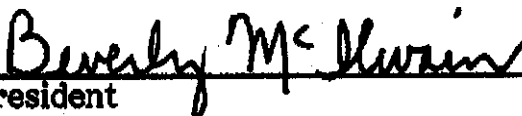


President

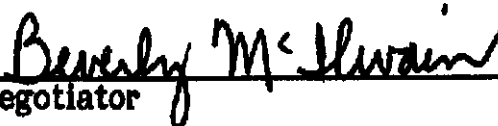


Vice-President - Negotiations

**THE TORONTO WOMEN TEACHERS'  
ASSOCIATION**



President



Negotiator

**THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION, TORONTO  
DISTRICT**

Norman M. Rudd  
President

Kenneth Devine  
Negotiator

**L'ASSOCIATION DES ENSEIGNANTS  
FRANCO-ONTARIENS TORONTO  
(ELEMENTAIRE)**


Daniel Drapeau  
President


**THE CITY OF YORK WOMEN TEACHERS'  
ASSOCIATION**

Lillem J. Markwick  
President

Lillem J. Markwick  
Negotiator

**THE CITY OF YORK DISTRICT, ONTARIO  
PUBLIC SCHOOL TEACHERS'  
FEDERATION**

  
President

  
Negotiator

**LETTER OF UNDERSTANDING**  
**re: North York Long Courses**

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

**LETTER OF UNDERSTANDING**  
**(for Etobicoke only)**

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

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



**LETTER OF UNDERSTANDING**  
**(for Toronto 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 of the 1982-83 agreement for Scarborough.

**LETTER OF UNDERSTANDING**  
**Re: Implementation**

Changes in the Collective Agreement from the previous agreement which requires 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, 1986 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, 1986 but who left the employ of the Boards prior to the date of the Collective 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.

**THIS AGREEMENT** dated the 29th day of  
JANUARY, 1988.

**BETWEEN:**

The Board of Education for the City of  
North York

hereinafter referred to as the "Board"

end

The North York Women Teachers'  
Association

The Ontario Public School Teachers'  
Federation North York District

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

hereinafter referred to as *the* "Branch  
Affiliates"

The Board and Branch Affiliates agree as  
follows:



## **NY.1.0. - PURPOSE OF THIS AGREEMENT**

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

## **NY.2.0. - RECOGNITION**

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

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

## **NY.3.0. - DEFINITIONS**

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

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

## **NY.4.0. - TERM OF AGREEMENT**

NY.4.1. This Agreement is effective on and after **September 1, 1986** and expires **on August 31, 1989.**

## **NY.5.0. - APPLICATION OF THIS AGREEMENT**

- NY.5.1.** The terms of this **Local Agreement** apply to all **Teachers** who are members of the **Branch Affiliates** and who are under **Contract** with the **Board** during the term of this **Local Agreement**.
- NY.5.2.** **Except** where otherwise provided, the **provisions** of this **Local Agreement** and the **Central Agreement** supersede all previous agreements.

## **NY.6.0. - PROHIBITION AGAINST THE USE OF SANCTIONS**

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

## **NY.7.0. - GRIEVANCE-ARBITRATION PROCEDURE**

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

## **NY.8.0.- AMENDMENTS**

- NY.8.1.** Any amendment to, addition to, deletion from, or deviation from this **Local Agreement** **shall** be made in **writing** upon mutual consent of the parties and any **such** amendment, addition, deletion or deviation **shall** have effect from **such** date **as** shall be mutually agreed upon.
- NY.8.2.** A party **desiring** to amend under **NY.8.1.** **shall** give written notice to this effect. The parties shall meet within **thirty days** to determine if the other party will agree to negotiate the proposed amendment.

## **NY.9.0. - INDIVIDUAL RIGHTS**

7-2

- NY.9.1.** Both the Board and Branch Affiliates shall comply with the Ontario Human Rights Code. Any alleged violation shall be dealt with pursuant to the procedures in the code.
- NY.9.2.** No Teacher shall be disciplined by way of demotion, transfer, dismissal, letter of reprimand or the withholding of pay without just cause and such cause shall be provided to the Teacher in writing.

## **NY.10.0. - SALARY PAYMENTS BY BANK DEPOSIT**

- NY.10.1.** The method of payment will be:
- (a) The first school day in September shall be a pay date.
  - (b) The second September payment date will be on the nearest school day before September 30.
  - (c) The June salary payment date will be on the 23rd of June or the nearest school day prior thereto,
  - (d) Other monthly payment dates will be on the 15th of the month or the nearest school day prior thereto.
- NY.10.2.** The June salary payment shall be 20% of annual salary; all other payments shall be 8% of annual salary.

## **NY.11.0. - PAYROLL DEDUCTIONS**

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



**NY.12.0. - SENIORITY PROCEDURES**

- NY.12.1.** (a) Each year, the Board shall develop a seniority list of Teachers with those having the greatest seniority first on the basis of the criteria set out in NY.12.2.
- (b) This list shall be utilized to enable the Board to implement NY.13.0.

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

- (a) *Length of Teaching Experience* in the following order:
- (i) aggregate experience with the Board or its predecessors, and where (i) is equal between Teachers, then
  - (ii) with any of the boards of education in Metropolitan Toronto or their predecessors, and where (i) and (ii) are equal between Teachers, then
  - (iii) with any other board in Ontario and where (i), (ii) and (iii) are equal between Teachers, then
  - (iv) other experience in teaching that has been accepted for salary purposes;
- (b) if the length of **Teaching Experience** is equal, the higher category placement shall determine seniority; or
- (c) if the length of **Teaching Experience** and category placement are equal, the seniority shall be determined by lot conducted jointly by representatives of the Board and the Branch Affiliates;
- (d) for the purposes of this section, any leave of absence without pay shall not be deemed to interrupt continuity of

service but the duration of such leave shall not be considered as Teaching Experience.

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

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

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

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

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

(ii) Failure to submit such proof by May 20 shall result in the Teacher's position on the seniority list being adjusted to reflect the last documented category placement.

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

(a) supply a copy of the seniority list and any revisions thereto, to each Branch Affiliate,

(b) advise in writing each Teacher whose name appears on the seniority list of the Teacher's number on that list.

(c) If there is any disagreement regarding a Teacher's position on the seniority list, that Teacher may discuss the placement and attempt to resolve the dispute with the appropriate supervisory officer, assisted by a representative of the Branch Affiliate. Failing satisfactory resolution within ten school days of the request for the meeting, the Teacher shall be entitled to lodge a grievance in accordance with A.8.13.

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

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

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

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

another board of education in a Metropolitan Toronto or the School Board in a Metropolitan Toronto-wide special education program.

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

### **NY.13.0. - SURPLUS PROCEDURES**

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

(b) (i) By April 15, the Board shall consult with and advise the Branch Affiliates of its special subject and program needs for the following September.

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

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

in that program or subject area shall be offered the position in order of seniority.

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

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

(b) those Teachers in, or on leave from, the above program or subject areas, with the least seniority in the system, shall be subject to the surplus procedures of **NY.13.0.**

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

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

#### **NY.14.0. - CAREER COUNSELLING**

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

## **NY.15.0. - PART-TIME TEACHER PROVISION**

- NY.15.1. A full-time Teacher who requests to teach part-time commencing the following school year either for a **specified period** or without any period being specified shall make such request prior to the end of the transfer period.
- NY.15.2. (a) A Teacher who requests end is granted an assignment as a Part-time Teacher for a **specified period** will return to full-time teaching at the end of the period subject to surplus procedures.
- (b) The Teacher shall, for purposes of surplus procedures, be a member of the staff of the school in which the Teacher was teaching part-time.

## **NY.16.0. - LEAVES GENERAL**

- NY.16.1. Prior to going on leave, a Teacher is responsible for:
- (a) securing information respecting credit for experience toward superannuation, and regarding **superannuation** payments when on leave, and
- (b) making arrangements with the Board to continue any payments under C.8.2, that may be continued through the Board when absent on leave.
- NY.16.2. The Board, upon the Teacher's request shall provide written confirmation of the arrangements made under NY.16.1.(b).
- NY.16.3. A Teacher on leave shall be subject to the surplus procedures.
- NY.16.4. If a Teacher decides not to return to the Board following a leave of absence, the Board shall be notified as soon as possible of this decision and not later than May 31 for the following September or November 30 for the following January.

## **NY.17.0. - LEAVES OF ABSENCE WITHOUT PAY**

- NY.17.1.** A Teacher shall *apply* in writing to the Director for a leave of **absence** without pay **giving reasons regarding the purpose** of the proposed leave, and shall *apply* not later than October 15 for leave beginning January 1 and not later than April 15 for leave beginning September 1, unless other mutually acceptable dates are arranged.
- NY.17.2.** A Teacher on a leave of absence without pay shall notify the Board in writing by personal delivery or by registered mail by May 31 that the Teacher intends to return to work at the **conclusion** of the leave the following September and by November 30 that the Teacher intends to return to work at the conclusion of the leave the following January.

## **NY.18.0. - PERSONNEL FILES**

- NY.18.1.** A Teacher shall have access to the Teacher's personnel file upon prior request and in the presence of a Supervisory Officer to be designated by the Director. The Teacher shall also have access to the Teacher's personal in-school data file. The Teacher may copy any material contained in these files.
- NY.18.2.** The Teacher may be accompanied by one other person who shall have access to such information at the request of the Teacher.
- NY.18.3.** All evaluative material must be placed on file after having been seen by the Teacher. The Teacher shall have the right to sign the material as having been **seen only**. In the event that the Teacher refuses to sign, this fact shall be **stated** on the material and placed on file.
- NY.18.4.** If the Teacher disputes the accuracy or completeness of any such information other than a Teacher's performance evaluation, the Board shall, where possible within 15

days from receipt of a written **request** by the **Teacher** stating the alleged **inaccuracy**, either confirm or amend the information.

**NY.18.5.** Where a **Board** amends information under **NY.18.4.**, the **Board** shall at the request of the **Teacher** notify all persons who received a report based on the inaccurate information.

**NY.18.6.** A **Teacher** may request that professionally relevant material be placed in the **Teacher's** personnel file.

### **NY.19.0. - GENERAL**

**NY.19.1.** The **Board** agrees to furnish to the **Branch Affiliates** in response to reasonable requests and at reasonable cost to the **Branch Affiliates** information concerning the **educational financial resources** of the **Board**, including class size; audited financial statements; preliminary budget requirements as presented to the **Board** for review. The allocation reports shall be provided as follows:

- (a) By September 15 a preliminary report on the status of **allocations** based on the ~~September~~ projected enrolments.
- (b) By October 15 a report on the detailed distribution of **all elementary** affiliated **Teachers**, actual school-by-school staff, and actual enrolments on a **school-by-school** basis, as of September 30.
- (c) By February 15 a similar report based on January actual enrolments.

**NY.19.2.** The **Board** agrees to maintain a Register of **ament Board policies**. This Register will be available in each school for the use of **Teachers**.

**NY.19.3.** The **Board** will continue, wherever possible, to consult with **Branch Affiliates** on matters directly affecting the **Teachers**.



**NY.19.4.** The Branch Affiliates shall have **access** to the Board's courier service at no **cost** to the **Branch Affiliates**.

**NY.19.5.** The Board will continue to provide the Branch Affiliates **with copies** of printed and written materials which are provided to members of the **Board**, other than **in Private Session**.

#### **NY.20.0. - LUNCH PERIODS**

**NY.20.1.** Each Teacher shall be entitled to a lunch period of not less than 40 minutes per day uninterrupted and free from teaching, supervisory or administrative duties.

#### **NY.21.0. - WORKING CONDITIONS**

**NY.21.1.** No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube-feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

**NY.21.2.** Except as may be required by law, no Teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.

#### **NY.22.0. - TEACHER ABSENCE**

**NY.22.1.** A qualified occasional teacher may be provided for every in-school Teacher absence **with** the exception of principals, vice-principals and those Teachers who do not have regular classroom duties.

**NY.22.2.** The Board recognizes the importance of support staff who are not assigned specific classroom duties as an integral part of the school program, **and, therefore**, they shall not normally be used in **place of occasional**

teachers as set out in this Local Agreement or the Central Agreement.

**NY.23.0. - ELEMENTARY SCHOOL COMMITTEES**

**NY.23.1.** Each elementary school shall have a **School Committee** to which rep **elected annually** by the total teaching staff. The **size** of this Committee shall be the prerogative of the local school. **The principal and vice-principal shall** be members of this Committee.

**NY.23.2.** The responsibilities of the **School Committee** shall include:

- (a) **Developing a model** for consideration of the total staff **for** distribution of staff based on projected enrolment and staff allocation. **This model is subject to review and approval** by the Assistant Superintendent **of Schools.**
- (b) **Proposing to the total staff a yard duty schedule** which will equitably distribute this task among all staff and **give consideration to other extra-curricular school activities** of all staff and to make every reasonable effort to ensure that staff **assigned supervision duties during the recess periods have same relief** following those duties.
- (c) **Considering the proposed in-school budgets and making recommendations to the principal regarding their disposition.**
- (d) **Developing a model for the consideration of the total staff, regarding procedures for staff meetings, provisions for the lunch period, and the utilization of occasional teacher days.**
- (e) **Developing a model for the consideration of the total staff, regarding the implementation and**

monitoring of preparation time. This model is subject to review and approval by the Assistant Superintendent of Schools.

#### **NY.24.0. - CENTRAL CONSULTATIVE COMMITTEE**

##### **NY.24.1.**

67  
The Board agrees to continue a Central Consultative Committee composed of three representatives named by the Branch Affiliates and three representatives appointed by the Board. At a first meeting of the Central Consultative Committee in the school year, tentative dates for future meetings may be established. This Committee shall make recommendations through the Director to the Board on the following matters:

- (a) The monitoring of preparation time in the schools.
- (b) The procedures for selection, application, criteria and duration for leaves in accordance with C.S.O. The number of such leaves for elementary affiliated Teachers for the following school year shall be recommended to the Board during the annual budget deliberations of earlier that year.
- (c) The transfer procedures exclusive of those pertaining to principals and vice-principals.
- (d) Qualifications for all positions of responsibility held by elementary affiliated Teachers.

#### **NY.25.0. - SCHOOL YEAR CALENDAR COMMITTEE**

##### **NY.25.1.**

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

## **NY.26.0. - STAFF ALLOCATION COMMITTEE**

**NY.26.1.** There shall be a Staff Allocation Committee which shall meet no less than five times in each school year, and which shall consist of the following members:

- (a) up to three members of the administration designated by the Director,
- (b) the president of each Branch Affiliate,
- (c) one representative of the Branch Affiliates, who is also a member of the principals' association; if one or both of the Branch Affiliate presidents is a principal, then the Branch Affiliate presidents shall appoint another representative,
- (d) other members who may be determined as resource personnel from time to time by either the administration or the Branch Affiliates.

**NY.26.2.** The Director shall designate a member of the administration from NY.26.1.(a) to chair this Committee.

**NY.26.3.** The Committee shall discuss and make recommendations to the Director on the following:

- (a) program types and numbers to be protected,
- (b) methods for allocating staff to the schools,
- (c) any such matters as may be referred to it by the Board, the Branch Affiliates or by the administration.

**NY.26.4.** The Committee shall receive and review the following data:

- (a) projected annual enrolments for each school,

- (b) staffing generated by formula from Metro,
- (c) the number of staff allocated to each school by function.

**NY.27.0. - APPOINTMENT TO POSITIONS OF RESPONSIBILITY**

- NY.27.1. A Teacher shall not be assigned duties regularly involved in recognized positions of responsibility unless mutually agreed upon between the Teacher and the appropriate supervisory officer.
- NY.27.2. All vacancies for positions of responsibility, shall be advertised at all locations where elementary Branch Affiliate Teachers are employed, prior to appointment.
- NY.27.3. Notwithstanding any other provision of this Agreement, the Board may fill a vacant central position of responsibility which becomes vacant during the school year for the remainder of the school year without advertising such position. Such appointment shall be an acting appointment, shall end at the end of the school year and shall then be subject to the procedure outlined in NY.27.2. The acting appointment shall be posted as soon as possible at all locations where elementary Teachers are employed.

**NY.28.0. - MISCELLANEOUS**

- NY.28.1. No Teacher shall be required to perform as part of the Teacher's regular duties any duties normally and regularly performed by members of the secretarial or caretaking staff. This shall not preclude the participation of the Teacher in incidental duties associated with the instructional program or in those duties prescribed in Regulation 262 and the Education Act.

**NY.28.2.**

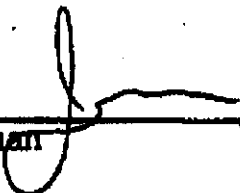
The Board and the Branch Affiliates agree that none of their rights and responsibilities shall be exercised in a manner inconsistent with or contrary to the provision of this Local Agreement and the prevailing statutes governing education in the Province of Ontario.

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

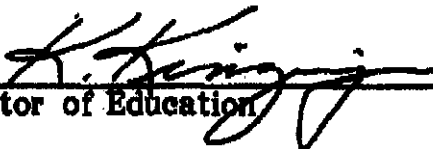
The execution of this Agreement shall also constitute execution of the appended letter of understanding and the letter of intent.

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

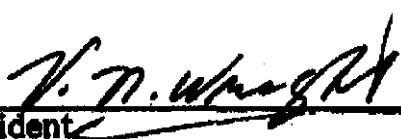
**THE BOARD OF EDUCATION FOR THE CITY OF NORTH YORK**

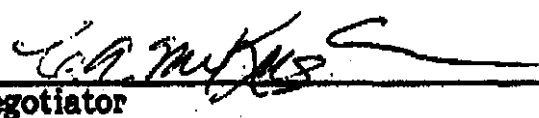
  
Chairman

SEAL

  
Director of Education

**THE NORTH YORK WOMEN TEACHERS' ASSOCIATION**

  
President

  
Negotiator

**THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION, NORTH YORK  
DISTRICT**

Allen D. Beattie  
President

Paul Anderson  
Negotiator

**L'ASSOCIATION DES ENSEIGNANTS  
FRANCO-ONTARIENS, NORTH YORK  
(ELEMENTAIRE)**

Pierre A. Nadeau  
President



**LETTER OF UNDERSTANDING**  
**(re Junior High Schools)**

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

**LETTER OF INTENT**  
**(Re: French Retraining)**

The parties agree that Teachers who have been retrained in French as of January 1986 at the Board's expense, will not be subject to the Surplus Procedures during the 1985-86 school year. In the event that the Board continues to send Teachers for retraining in French in subsequent years, such Teachers will not be subject to the Surplus Procedures in the school year in which the retraining occurs and the school year following.

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