



# **COLLECTIVE AGREEMENT**

**UNIVERSITY OF TORONTO SCHOOLS**

**-AND-**

**ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION  
REPRESENTING  
DISTRICT 34 – UNIVERSITY OF TORONTO SCHOOLS (UTS)  
TEACHERS BARGAINING UNIT**

**Term of Agreement: September 1, 2012 to August 31, 2015**

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## **ARTICLE 1: PURPOSE OF AGREEMENT**

- 1:01 The general purpose of this Agreement is to secure the benefits of collective bargaining, provide a method of settling any difference between the Parties arising from the interpretation, application, administration or alleged violation of this Agreement, and to set forth the terms and conditions of employment applicable to Teachers in the Bargaining Unit and matters to be observed by the University of Toronto Schools and the OSSTF District 34 – University of Toronto Schools (UTS).
- 1:02 This Agreement shall be in effect from 1 September 2012 and shall continue in force up to and including 31 August 2015 and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within ninety (90) calendar days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with *Ontario Labour Relations Act*.
- 1:03 Notwithstanding the period of notice cited in 1.02, either Party may notify the other, in writing, within the period commencing April 1 prior to the expiration date, that it desires to negotiate this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 1:04 If either Party gives notice of its desire to negotiate a renewal of the Collective Agreement, the Parties shall meet within fifteen (15) calendar days from the giving of notice, or within such further period as the Parties agree upon, to commence negotiations for the renewal of the Agreement in accordance with the *Ontario Labour Relations Act*.
- 1:05 If no new Agreement is reached by September 1, 2015, this Agreement shall continue in effect in accordance with the provisions of the *Ontario Labour Relations Act, 1995, Section 86(1)*.
- 1:06 Amendments and/or revisions to this Agreement shall be made only by the mutual written consent of the negotiating groups duly authorized by the Parties to represent them.
- 1:07 There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. The terms "strike" and "lock-out" shall bear the same meaning given by the *Ontario Labour Relations Act, R.S.O. 1990*, as amended.

## **ARTICLE 2: DEFINITIONS GENERAL**

- 2:01 OSSTF means the Ontario Secondary School Teachers' Federation, otherwise referred to as the Union.
- 2:02 The Bargaining Unit means OSSTF District 34 – University of Toronto Schools (UTS).
- 2:03 UTS means University of Toronto Schools, also referred to as the Employer and the School.
- 2:04 Parties means UTS and the Bargaining Unit.
- 2:05 University means University of Toronto.
- 2:06 a) Teacher means a person who is employed by the University of Toronto Schools, and who is a member in good standing of the Ontario College of Teachers, and who is a Bargaining Unit member, for whom UTS is required to deduct fees in accordance with a schedule prescribed for members of OSSTF. For the purposes of this Agreement, a "Librarian" and a "Guidance Counsellor" shall be deemed to be a Teacher.
- b) The Parties agree that if the Ontario College of Teachers has advised UTS that a Teacher is not in good standing, it is the obligation of the Teacher to provide documentary evidence

of membership in good standing, failing which termination of employment, which it is agreed shall be for cause, shall occur.

- 2:07 Certification Rating Statement means the statement issued to a Teacher by the Ontario Secondary School Teachers' Federation Certification Department affirming that it has certified the Teacher's qualifications and has placed the Teacher in a group in accordance with certification of OSSTF.
- 2:08 Day(s) means school day(s), unless otherwise specified.
- 2:09 Occasional Teacher means one employed on a non-continuing basis, including as a long-term occasional, for the purpose of covering sections that become available as a result of a Bargaining Unit member taking leave, or in the event of sudden termination, or where there is only a single section (equal to 20% Full Time Equivalent [FTE]) assignment in a subject area.
- 2:10 Part-time Teacher means a Teacher who is assigned less than a 100% FTE course load (five (5) sections), but with no less than 40% FTE (two (2) sections).

### **ARTICLE 3: RECOGNITION AND SCOPE**

- 3:01 UTS recognizes the Ontario Secondary School Teachers' Federation as the sole and exclusive bargaining agent authorized to negotiate on behalf of its members and to represent the Teachers employed by UTS.
- 3:02 The Bargaining Unit shall consist of all Teachers employed by University of Toronto Schools. For clarity, the Bargaining Unit does not include Occasional Teachers, teachers seconded to UTS, academic administrative positions with managerial responsibilities, Vice-Principals and those above the rank of Vice-Principal.
- 3:03 The Bargaining Unit recognizes the negotiating team of the University of Toronto Schools as the group authorized to negotiate on behalf of UTS.
- 3:04 UTS recognizes the negotiating team of the Bargaining Unit as the group authorized to negotiate on behalf of the Bargaining Unit.

### **ARTICLE 4: MANAGEMENT RIGHTS**

- 4:01 Responsibility for the management of the University of Toronto Schools and the direction of Teachers are fixed exclusively with UTS, its Board of Directors and management, and shall remain solely with UTS, except as specifically limited by the provisions of this Agreement. Without restricting the generality of the foregoing, it is the exclusive function of UTS to:
- a) Maintain order, discipline, and efficiency.
  - b) Hire, assign, direct, promote, demote, classify, evaluate, transfer, lay-off, recall, and suspend, discharge or otherwise discipline Teachers for just cause, all subject to the right of a Teacher to grieve to the extent and manner provided herein if the provisions of the Agreement are violated in the exercise of these rights.
  - c) Establish the school's Vision and Mission and strategic direction, maintain UTS' competitive advantage and market position, and determine the nature and kind of educational activities conducted by UTS, the kinds and locations of equipment used, pedagogy, curriculum, materials used, the methods and techniques of work, the hours of work, school timetable, calendar and sections, class size, work assignments, the schedules of work, the number of personnel to be employed, classifications and the

qualifications for positions, duties and responsibilities of positions, and the extension, limitation, curtailment or cessation of operations.

- d) Establish, enforce and alter from time to time reasonable rules and regulations to be observed by Teachers.
- 4:02 UTS agrees that it will not exercise its management rights in a manner that is arbitrary, unreasonable or discriminatory.
- 4:03 All matters and rights, not prescribed by this Agreement, shall remain within the sole and exclusive right of UTS to manage its affairs.
- 4:04 UTS agrees that the Bargaining Unit may hold meetings at the work site, outside of regular school hours and with as much notice as possible.

#### **ARTICLE 5: ACADEMIC FREEDOM, EXCELLENCE AND PROFESSIONAL RESPONSIBILITY**

- 5:01 The Parties to this Agreement acknowledge that the University of Toronto Schools is committed to academic excellence and providing an academic program of the highest quality. Towards this end, Teachers must ensure that their courses are intellectually stimulating and challenging to their students. With professional responsibility, Teachers may choose to use a rich expanse of age-appropriate materials that provide students with opportunities to explore dimensions of learning which may include examining, questioning, speculating and commenting upon the subject matter.
- 5:02 Where, in the professional judgment of the Teacher, topics or materials may be age-inappropriate or in contravention of Ontario Ministry of Education, or AP College Board curriculum documents, or UTS policies, the Teacher will notify and consult with the Principal in advance of moving forward with any plans to explore the topics and material with students.
- 5:03 The parties acknowledge that in all respects Teachers are subject to the Ontario College of Teachers' Standards of Practice for the Teaching Profession and Ethical Standards for the Teaching Profession.
- 5:04 Teachers shall participate in the on-going process of school-wide programming and shall carry out their responsibilities using sound judgment and sensitivity to inclusiveness, equity and diversity, and with all due attention to the establishment of fair and ethical dealings with students. Teachers shall:
- provide students with academic support;
  - make themselves reasonably accessible to students and parents for academic consultation;
  - inform students adequately regarding course formats, assignments, and methods of evaluation;
  - maintain teaching schedules in all but exceptional circumstances;
  - inform students adequately of any rescheduling of assessment dates and deadlines;
  - comply with established procedures and deadlines for determining, reporting and reviewing the grades of their students;
  - keep abreast of the latest developments in curriculum and pedagogy in their subjects.
- 5:05 The Parties agree that mentoring student teachers is a valuable professional experience. To this end, UTS Teachers are encouraged to serve as a resource for the initial education of teachers. Teachers shall inform the Principal should they wish to volunteer to be a student teacher mentor. Teachers may interview student teacher candidates to determine their suitability for placement at UTS.

## **ARTICLE 6: UNION REPRESENTATION**

- 6:01 UTS acknowledges the right of the Grievance Officer or designate to represent the Bargaining Unit and/or Teachers in the handling of grievances.
- 6:02 The Grievance Officer has regular teaching duties to perform on behalf of UTS, and will not leave those duties for the purpose of attending grievance meetings without obtaining the permission of the Principal. Such permission shall not be unreasonably withheld.
- 6:03 UTS agrees that the Grievance Officer or designate shall not suffer any loss of regular pay or benefits for time necessarily spent attending meetings.

## **ARTICLE 7: FEDERATION FEES**

- 7:01 UTS shall deduct OSSTF dues from each Teacher's monthly pay. The amounts to be deducted will be determined by OSSTF in accordance with its Constitution and Bylaws and forwarded in writing to UTS.
- 7:02 The OSSTF dues deducted in Article 7:01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario, M4A 2P3 no later than the fifteenth (15<sup>th</sup>) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the staff, the Teacher identification number, annual salary, and the amounts deducted.
- 7:03 UTS also agrees to deduct the Bargaining Unit dues from each Teacher on a semi-annual basis or as otherwise mutually agreed and to forward these to the Bargaining Unit.
- 7:04 Dues specified by the Bargaining Unit in Article 7:03 shall be deducted and remitted to the Treasurer, OSSTF District 34-University of Toronto Schools at University of Toronto Schools, 371 Bloor Street West, Toronto, Ontario, M5S 2R7 no later than the fifteenth (15<sup>th</sup>) of the month following the dates on which the deductions were made. Such remittance shall be accompanied by a list identifying the Teachers and the amounts deducted.
- 7:05 Pursuant to Articles 7:01, 7:02, 7:03 and 7:04 OSSTF and the Bargaining Unit must inform UTS no later than August 1 in each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during the following school year.

## **ARTICLE 8: FEDERATION LEAVES**

- 8:01 At the request of the Bargaining Unit, UTS shall excuse from teaching duties up to three (3) members designated as negotiators for the Bargaining Unit. UTS shall release these representatives for negotiating meetings as required up to a maximum of fifteen (15) days per school year on aggregate, without any loss of pay or benefits.
- 8:02 The Bargaining Unit may request, with five (5) days' notice where possible, that UTS excuse from teaching duties, an additional member of the Bargaining Unit to carry out the administration of this Agreement, or for Bargaining Unit business. Such leaves may be granted by the Principal, provided they do not unduly interfere with the operations or programs of UTS. The Bargaining Unit shall reimburse UTS with respect to any replacement costs incurred.
- 8:03 The parties agree that effective September 1, 2013, a Teacher representative of OSSTF shall be entitled to a reduction in workload equivalent to 1 credit course(s) taught, or 2.5 periods



per week in time release, in order to carry out Federation duties, at full salary, and with no loss of experience, benefits, or seniority, and at no cost to the Bargaining Unit.

## **ARTICLE 9: GRIEVANCE PROCEDURE**

9:01 It is the mutual desire of the Parties that complaints with respect to the application, interpretation, administration or alleged violation of this Agreement be addressed as quickly as possible. A complaint may be taken up as a grievance in the following manner:

### **Informal Stage**

9:02 A member, with the concurrence of the Bargaining Unit, may initiate a complaint with respect to the application, interpretation, administration or alleged violation of this Agreement, with the Director of Human Resources who shall answer the complaint in writing within five (5) days after receipt of the complaint. Any resolution of the complaint must receive approval of the Bargaining Unit. Failing resolution of the complaint at the Informal Stage, the Bargaining Unit may, at its own discretion, initiate a grievance at the Formal Stage.

### **Formal Stage Step One**

9:03 The grievance shall be submitted, in writing, to the Director of Human Resources, by the Grievance Officer. The nature of the grievance, the relevant provisions of the Agreement, a general statement of relevant facts and the remedy sought shall be set out in the grievance. The Director of Human Resources shall meet with the Grievance Officer or designate within ten (10) school days of the receipt of the grievance in an attempt to resolve the grievance. The Director of Human Resources shall, within a further ten (10) school days, answer the grievance in writing and return it to the Grievance Officer.

### **Step Two**

9:04 If the decision at Step One is not satisfactory, the written grievance may be submitted to the Principal or designate, within ten (10) school days after receiving the Step One decision in writing. The Principal or designate shall, within ten (10) school days, meet with the Grievance Officer or designate in a further attempt to resolve the grievance. The Principal or designate shall, within a further ten (10) school days, give his or her decision in writing to the Grievance Officer.

9:05 At each step of the grievance process the UTS representative may have with him/her, at any grievance meeting, a number of UTS representatives equal to the number of Bargaining Unit representatives.

9:06 UTS shall not be required to consider any grievance which is not submitted within thirty (30) school days after the grievor became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

9:07 If settlement of the grievance is not reached at Step Two, then the grievance may be referred in writing by either Party to arbitration as provided in Article 10: Arbitration, at any time within thirty (30) school days after the decision is received under Step Two. If no written request for arbitration is received within this time period, the grievance shall be deemed to have been withdrawn and not eligible for arbitration.

9:08 When the Bargaining Unit on behalf of two or more Teachers wishes to file a grievance arising from the same alleged violation of this Agreement, such grievance may be handled as a group grievance and presented to UTS beginning at Step Two of the grievance procedure.

9:09 A policy grievance arising directly between UTS and the Bargaining Unit, which could not be grieved on behalf of (a) member(s), shall be initiated at Step Two. Any grievance by UTS or

the Bargaining Unit as provided herein shall be commenced within ten (10) school days after the Bargaining Unit or UTS became aware or ought reasonably to have become aware of the circumstances giving rise to the grievance.

- 9:10 A termination of employment grievance shall begin at Step Two of the grievance procedure.
- 9:11 The time limits provided in this Article may be extended by mutual agreement between the Parties in writing.
- 9:12 If either Party fails to meet any of the stipulated time limits, the non-defaulting Party, if the grievor, shall have the right to proceed to the next step, and if the non-defaulting Party is not the grievor, the grievance shall be deemed to be dismissed.

#### **ARTICLE 10: ARBITRATION**

- 10:01 When either Party to this Agreement requests that a grievance be submitted for arbitration, they shall make such request, in writing, addressed to the other Party to this Agreement.
- 10:02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator, selected on a rotating basis from a panel of arbitrators set out below, or a Board of Arbitration as set out in Article 10:07: Owen Shime, Paula Knopf, Kevin Burkett, and William Kaplan.
- 10:03 No matter may be submitted to arbitration which has not been properly carried through the grievance procedure.
- 10:04 The Arbitrator shall hear and determine the grievance as filed and his or her decision shall be final and binding on the Parties.
- 10:05 The Arbitrator shall not make any decision inconsistent with the provisions of this Agreement or deal with any matter not covered by this Agreement, nor alter, modify or amend any part of this Agreement.
- 10:06 The Parties will jointly bear the fees and expenses of the Arbitrator on an equal basis. The Parties will otherwise bear their own expense with respect to any arbitration proceedings.
- 10:07 The Parties, by mutual agreement, may agree to submit a grievance to a Board of Arbitration. In such a case the Parties shall each appoint a nominee this Board of Arbitration and the Chairperson of the Board of Arbitration will be one of the arbitrators set out in Article 10:02 or such other Chairperson as the two nominees appointed by the Parties otherwise agree. The provisions of Articles 10:03, 10:04 and 10:05 will likewise apply to the Board of Arbitration. Further, the Parties will jointly bear the fees and expenses of the Chairperson on an equal basis. The Parties will otherwise bear their own expenses with respect to the arbitration proceedings, including the fees and expenses of their respective nominee.
- 10:08 At any point in the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached. The timelines in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance/ arbitration procedure shall continue from the point at which they were frozen.

## **ARTICLE 11: PROBATIONARY PERIOD**

- 11:01 A newly hired Teacher shall serve a probationary period equivalent to one (1) complete school year at 100% FTE. A Teacher's probationary period may be extended to a number of school days equal to the number of school days absent during the probationary period. At the conclusion of the probationary period, and upon the successful completion of the Annual Learning Plan and the UTS Teachers' Performance Appraisal (TPA) process, the Teacher shall be deemed to have successfully completed their probationary period at the University of Toronto Schools.
- 11:02 Notwithstanding Article 11:01, Teachers who have completed one (1) or more years of consecutive teaching experience at the University of Toronto Schools, on an occasional basis, and who have successfully completed an Annual Learning Plan and the UTS TPA and are hired into the Bargaining Unit on a continuing basis may have their probationary requirement waived by mutual consent of the Bargaining Unit and UTS.

## **ARTICLE 12: JUST CAUSE**

- 12:01 No Teacher shall be demoted, suspended, disciplined or dismissed without just cause.
- 12:02 Notwithstanding Article 12:01, Teachers in their probationary period, can be demoted, suspended, disciplined or dismissed for a lesser standard than "just cause" provided the decision is not discriminatory, arbitrary or made in bad faith.
- 12:03 If UTS requires a Teacher to meet with the Principal, a Vice-Principal or any other representative of UTS in order to investigate his or her professional conduct or in order to receive a verbal or written reprimand, suspension or discharge, the Principal, Vice-Principal or representative of UTS shall inform the Teacher that he or she has the right to have an OSSTF representative present. If the Teacher elects to have OSSTF representation, no discussion of the issues will take place until the OSSTF representative is present in a timely fashion.

## **ARTICLE 13: SENIORITY**

- 13:01 For Teachers hired before September 1, 2003, seniority shall be the length of total continuous service with the University of Toronto Schools from the first day worked after being hired. For Teachers hired on or after September 1, 2003, seniority shall be the length of continuous service with the University of Toronto Schools as a Bargaining Unit member from the first day worked after being hired.
- 13:02 Notwithstanding Article 20, for the purpose of establishing seniority, any UTS-approved absence shall not be considered an interruption of continuous service. For the first year of absence, seniority will accrue. After the first year, seniority will not accrue but will be frozen. This shall not be the case for any statutory leave of absence, in which cases seniority shall continue to accrue for the duration of the leave.
- 13:03 For the purpose of establishing seniority, part-time Teachers shall be treated as full-time Teachers.
- 13:04 There shall be a Seniority List which shall be rank-ordered such that the most senior Teacher is at the top of the list and the most junior is at the bottom.
- 13:05 The Seniority List shall be posted to the attention of Teachers no later than March 1 of each school year. A copy will be forwarded to the President of the Bargaining Unit at the same time.

- 13:06 Errors in the calculation of a Teacher's seniority shall be brought to the attention of UTS by the Teacher within fifteen (15) school days commencing the posting of the Seniority List, after which any changes shall be made with mutual consent.
- 13:07 For Teachers on leave, UTS shall send by e-mail a copy of the Seniority List. This shall be done on the same day that the Seniority List is posted. The Teacher shall have thirty (30) school days from the date of e-mailing to bring errors in the calculation of his or her seniority to the attention of UTS, after which any changes shall be made with mutual consent.
- 13:08 UTS shall respond to any alleged incorrect placement regarding seniority within ten (10) school days of receiving the complaint.
- 13:09 The Bargaining Unit, on behalf of a Teacher, may file a grievance should the placement on the Seniority List remain in dispute.
- 13:10 In the event that a tie in rank ordering occurs, the tie shall be broken by lot within 45 days of the first day of employment. The drawing of names shall be conducted by the Principal in the presence of the Bargaining Unit President or their respective designates.

#### **ARTICLE 14: REDUNDANCY/LAYOFFS**

- 14:01 For the purpose of Articles 14 and 15 qualifications means membership in the Ontario College of Teachers, academic qualifications to teach in the assigned subject area at the Senior level and successful completion of the UTS Teachers' Performance Appraisal (TPA).
- 14:02 Redundancies shall be declared starting first with the most junior Teacher, as determined by the Seniority List, and ending with the most senior Teacher, provided that in doing so the complement of Teachers remaining possesses the qualifications necessary to deliver the curriculum at UTS. (For example: UTS needs to decrease its staff complement from 55 to 54 Teachers. There are no occasional or seconded Teachers at UTS. The most junior Teacher teaches Swedish. No other Teacher at UTS possesses the qualifications necessary to teach Swedish. The second most junior Teacher teaches Polish. Other Teachers at UTS possess the qualifications necessary to teach Polish. In this scenario, the second most junior Teacher (i.e. Polish) would be declared redundant.)
- 14:03 No member of the Bargaining Unit shall be declared redundant while there is a teaching position occupied by an Occasional Teacher, for which the Bargaining Unit Teacher has the qualifications.
- 14:04 Teachers who lack the Senior qualifications in a subject area for which there is a position, either Intermediate or Senior, shall be given the opportunity to complete the Additional Qualifications needed to meet the needs of the position, in order to avoid redundancy. This condition may be waived by mutual consent of the Parties.
- 14:05 The Principal shall notify in writing a Teacher who is likely to be declared redundant for the next school year no later than March 15 of the current school year, such notification to be preceded by a meeting with the member. Formal notice of layoff shall be provided by April 30 of the current school year.
- 14:06 In the event an unanticipated redundancy becomes necessary during the school year, the affected Teacher shall receive twelve (12) weeks' notice or pay in lieu.
- 14:07 The President of the Bargaining Unit or his or her designate shall be provided in writing with the names of all redundant Teachers, in advance of their meeting with the Principal.
- 14:08 Redundant Teachers shall be entitled to continue to be enrolled in UTS' health and dental plans as per Article 45:01, in which the members were enrolled immediately prior to being

declared redundant, with the Teacher paying the full cost of premiums in advance for up to a maximum of six (6) months after being declared redundant.

#### **ARTICLE 15: RECALL**

- 15:01 UTS shall establish and maintain a Recall List of all the Bargaining Unit Teachers declared redundant.
- 15:02 A Teacher who is declared redundant may be offered a partial timetable. If the Teacher accepts such a timetable, he or she shall be offered a full timetable in the event that one becomes available for which the Teacher is qualified. This requirement on the part of UTS to offer a full timetable shall be in place for two (2) years from the date the teacher accepts the partial timetable. It is agreed that in such situations the posting requirements under Article 26 are waived.
- 15:03 Teachers shall be recalled to vacancies in order of seniority, beginning with the most senior person on the Recall List, provided that the most senior person possesses the qualifications necessary to fill the vacancy.
- 15:04 Should the most senior Teacher on the Recall List not possess the necessary qualifications to fill the vacancy, then it shall be offered to the next most senior Teacher possessing the necessary qualifications.
- 15:05 Should no Teacher(s) on the Recall List possess the requisite qualifications to fill the vacancy(ies), then UTS may advertise and hire externally.
- 15:06 Teachers shall remain eligible for recall for a maximum of two (2) years. While on the Recall List, Teachers, in order of seniority, shall be offered any occasional teaching assignments, for which they are qualified, at the same step and grid placement and level of benefits to which they were entitled at the time they were declared redundant.
- 15:07 Teachers who are eligible for recall shall file with UTS their most recent mailing addresses, e-mail addresses and telephone numbers.
- 15:08 When a vacancy exists, UTS will make reasonable efforts to contact the Teacher being recalled by telephone and shall offer the teaching position by registered mail and/or e-mail.
- 15:09 A Teacher shall forfeit all recall rights and lose all seniority if he or she has been redundant for more than twenty-four (24) consecutive months; or following declaration of redundancy, fails to advise the Employer within five (5) school days of receipt of the recall notification his or her intention to return or fails to report for work on the date and time specified in the said notification.

#### **ARTICLE 16: REORGANIZATION OF THE SCHOOL**

- 16:01 In any reorganization of the school, UTS shall meet with the Bargaining Unit to discuss the reasons for the reorganization. The Bargaining Unit will be given an opportunity to comment at this stage.

#### **ARTICLE 17: CONTRACTING OUT**

- 17:01 UTS agrees that no member of the Bargaining Unit shall be declared redundant as a result of contracting out work normally performed by a Teacher.

## **ARTICLE 18: POSITIONS OF RESPONSIBILITY**

18:01 Positions of Responsibility are positions of academic and program leadership held by Teachers who are members of the Bargaining Unit.

Positions of Responsibility may be department-focused or attached to a school-wide, inter-departmental or a department-specific program, and work in partnership with the Principal and the Administration to accomplish the school's Vision and Mission and long-term strategic plan, including supporting school plans for continuous program improvement and improvement of student life.

### **Positions of Responsibility – General**

18:02 Pursuant to Section 18:01, Positions of Responsibility shall fall into the following categories:

- a) Department Coordinator
- b) Program Director

18:03 Schedule I lists all Positions of Responsibility in place as of September 1, 2012, the durations of their terms of appointment and any compensatory release time.

18:04 Duties assigned to a Teacher holding a Position of Responsibility shall not be delegated to other Teachers, except in emergency situations.

18:05 A Teacher holding a Position of Responsibility who does not perform his or her duties at an acceptable level as outlined in the school's Guidelines for Positions of Responsibility may be removed from the position prior to the end of his or her term of appointment.

18:06 Teachers holding Positions of Responsibility shall not be responsible for the evaluation of Bargaining Unit members or other unionized employees of UTS.

18:07 No Teacher shall hold more than one Position of Responsibility at any one time and no Position shall be shared, except in emergency situations and on a short-term basis, or with mutual consent of the Bargaining Unit and UTS.

### **Department Coordinators**

18:08 Department Coordinators will demonstrate leadership in the following key areas:

- a) Collaborating with colleagues in the process of curriculum and program development, assessment, evaluation and instructional innovation, and guiding their practical application in support of consistent program delivery, and the UTS' strategic plans;
- b) Mentoring and supporting the professional practice of UTS Teachers;
- c) Coordinating the implementation of Ministry of Education requirements; and
- d) Collaborating with UTS in realizing UTS' Vision and Mission and accomplishing the goals of the strategic plans.

18:09 A Teacher appointed to the position of Department Coordinator shall hold Specialist or Honour Specialist qualifications or a combination of academic qualifications and teaching experience in at least one of the subjects in the Department to which the Teacher is appointed.

18:10 Only Teachers who teach a minimum of 0.6 FTE with the University of Toronto Schools will be eligible to hold a Department Coordinator position.

18:11 Department Coordinators shall perform leadership duties as outlined in Article 18:08, directed by the Principal.

- 18:12 An incumbent may re-apply for a Position of Responsibility at the end of the term of appointment.
- 18:13 Any leave taken during the term of the Position shall be considered as part of the term of the Position.

### **Program Directors**

- 18:14 Program Directors are Positions of Responsibility attached to a school-wide, inter-departmental or a department-specific program, and work in collaboration with the Principal or his or her designates to accomplish UTS' Vision and Mission and long-term strategic plans. As well, Program Directors support continuous program improvement and the logistics of student activities.
- 18:15 Program Directors in place as of September 1, 2012 shall be compensated in accordance with Schedule I for fulfilling their duties.
- 18:16 Program Directors shall be invited to participate in Department Coordinator meetings.

### **Recruitment and Selection – Positions of Responsibility**

- 18:17 UTS agrees to discuss with the Bargaining Unit prior to the creation of any new Position of Responsibility.
- 18:18 All vacancies for Positions of Responsibility shall be posted internally for seven (7) school days. If there are no qualified internal applicants selected, UTS shall advertise for and hire an external candidate for the position.
- 18:19 When a vacancy for a Position of Responsibility exists, an interview panel will be convened by the Principal. Teachers may be invited to suggest candidate criteria and provide input on the needs of their respective departments/programs. No Teacher shall be a member of an interview panel.
- 18:20 For external postings, seconded teachers and Occasional Teachers shall be eligible to apply.
- 18:21 The interview panel shall establish interview questions and participate in the interview process.
- 18:22 The final decision on the selection and appointment of the successful applicant is the exclusive responsibility of the Principal.
- 18:23 Only Teachers with five (5) or more years of total teaching experience may hold a Position of Responsibility.

### **Interim Appointments – Positions of Responsibility**

- 18:24 Interim appointments shall be made to fill a vacancy that occurs or exists after July 1 or where no candidate was selected further to an internal and/or external search. Such appointments shall be for the duration of the school year only, or until a candidate is appointed to the Position of Responsibility.
- 18:25 A Position of Responsibility which becomes vacant during the school year and remains vacant for more than 30 calendar days will be filled on an interim basis.
- 18:26 Where for a continuing period of time of at least thirty (30) calendar days an individual is required by UTS to perform the functions or fulfill the requirements of a Position of Responsibility, UTS shall make appointments in accordance with the conditions of this Agreement. A candidate presently employed by the University of Toronto Schools shall be

given preference over any candidate of equal qualifications not employed by the University of Toronto Schools.

18:27 Interim appointments to Positions of Responsibility vacated temporarily by a Teacher who has taken a leave pursuant to this Agreement shall continue for the duration of the period of leave, or the term of the initial appointment, whichever comes first.

18:28 The final decision on the selection of interim appointments to Positions of Responsibility is the exclusive responsibility of the Principal.

#### **ARTICLE 19: SECONDMENTS TO UTS**

19:01 An individual on secondment to UTS shall not displace a current Teacher or a Teacher due to return from any leave of absence.

19:02 An individual on secondment to UTS shall not be a member of the Bargaining Unit.

19:03 In order for an individual on secondment to UTS to become a Teacher, he or she must apply for and be hired to an externally posted teaching position in an open competition.

19:04 In the event that an individual on secondment to UTS is successful in his or her application for an externally posted position, has taught at UTS for the duration of one year, and has successfully completed the UTS TPA, his or her probationary period may be waived by mutual consent of the Bargaining Unit and the University of Toronto Schools.

#### **ARTICLE 20: TEMPORARY ADMINISTRATIVE ASSIGNMENTS**

20:01 The selection and promotion of Teachers to administrative positions beyond the Bargaining Unit is not governed by this Agreement and as such, all rights of membership in the Bargaining Unit cease save and except accrual of seniority as set out in Article 13.

20:02 The Employer shall confirm annually with the Bargaining Unit information regarding Teachers affected under Article 20:01.

20:03 At the time of such selection and promotion, the Teacher will be advised by UTS of the terms of his or her status within the Bargaining Unit.

20:04 For staffing purposes, upon their return to the Bargaining Unit, such Teachers will be placed in positions within the Bargaining Unit consistent with their qualifications.

20:05 Teachers selected and promoted to administrative positions beyond the Bargaining Unit will be considered to be on unpaid leave from the Bargaining Unit as per Article 30 and will be given the option of returning to their position at the end of their appointment with uninterrupted seniority provided that the Teacher pays in dues in advance for each year to OSSTF based on the last year of salary earned as a member of the Bargaining Unit. This arrangement may be available for a period of up to two (2) years.

#### **ARTICLE 21: PART-TIME TEACHERS**

21:01 The remuneration of a part-time Teacher shall be pro-rated relative to that of a full-time Teacher.

21:02 A Bargaining Unit Teacher who has been teaching part-time may request, in writing, to the Principal, no later January 31, to be assigned an increased FTE teaching load in the following



year. Accordingly, part-time Bargaining Unit Teachers will be given priority in competition for unassigned sections.

In the event that multiple part-time Bargaining Unit Teachers express interest in increasing their FTE, unassigned sections will be allocated by the Principal based on seniority and qualifications.

- 21:03 In accordance with Articles 28-39, a full-time Teacher wishing to reduce his or her FTE teaching load may apply no later than January 31 for a leave, from some of his or her sections in the following academic year.

Such requests to teach a reduced FTE load may be granted by the Principal, provided that the individual request and the number of positions to be held by part-time Teachers do not unduly interfere with the operations of UTS and the request is fiscally feasible.

A Bargaining Unit Teacher who has taken a partial leave for the purposes of working less than full time will automatically revert to full-time status at the end of his or her period of leave.

- 21:04 A Teacher who requests and receives a reduced FTE load for a specified period of one year shall be considered on leave of absence without pay for the non-assigned teaching portion.

Notwithstanding Article 21:03, a Teacher who wishes to extend his or her part-time status beyond the maximum time allowed under Article 30 must resign the sections required to reduce his or her teaching assignment to the desired FTE.

- 21:05 Part-time Teachers are encouraged to attend school functions and staff meetings.

## **ARTICLE 22: STAFFING ADVISORY COMMITTEE (SAC)**

- 22:01 There shall be a Staffing Advisory Committee (SAC), which shall be advisory to the Principal, comprised of three members: one member of the Administration and two (2) Teachers, one of whom shall be the Bargaining Unit President or designate. The HR Director shall be an ex-officio member of the SAC with observer status.

- 22:02 The Parties commit to the principle of an equitable distribution of workload.

- 22:03 No later than November 15 of each year the Bargaining Unit shall select a single Teacher representative to serve a two (2)-year term on SAC. Teacher terms will be staggered to ensure an overlap of one year and during his or her second year a Teacher representative will chair the SAC.

- 22:04 The SAC will provide the Principal with its recommendations in a timely manner.

- 22:05 Upon request, the SAC will be provided with the following information:
- A list of current Teachers, their current FTE assignments and their qualifications;
  - simple credit tally sheets and enrolment numbers;
  - current and proposed section allocations by department;
  - staff lists, including and identifying Teachers who are surplus and/or redundant, current and approved leaves and return dates, secondments, and new hires;
  - Teachers' expressed interest and requests for assignments;
  - Department Coordinators' requests and proposals for section numbers and course offerings;
  - current and future known vacancies;
  - monthly summary of on-calls;
  - Teachers' timetables;

- master schedules.

The Committee may request access to other relevant information.

22:06 The Parties recognize and commit to respect the sensitivity and confidential nature of some of the information referred to above. It is understood that no information that would violate the employer's obligation to protect the privacy of its Teachers will be disclosed to the SAC.

22:07 By June 10, the SAC will provide analysis and recommendations concerning staffing and workload issues related to:

- individual timetables;
- new course offerings;
- the school calendar;
- surplus redundancy and recall situations;
- equitable workload distribution.

The June 10 deadline may be extended by mutual consent of the Principal and the BU President.

22:08 If the SAC cannot achieve agreement over an issue or a recommendation, then alternative recommendations will be put forward; the Bargaining Unit recognizes the Principal's right to make staffing and workload decisions. If in the opinion of the Bargaining Unit such a decision is a violation of the Collective Agreement, the employer recognizes the Bargaining Unit's right to pursue such alleged violation through the grievance/arbitration process. The Bargaining Unit will not grieve any situation or incident arising out of the Principal's implementation of any joint recommendations.

#### **ARTICLE 23: COMMITTEE OF COMMON CONCERNS (CCC)**

23:01 The Committee of Common Concerns (CCC) shall have as its members two (2) representatives named by management, one of whom shall be a co-chair, and two (2) Teachers named by the Bargaining Unit, one of whom likewise shall be a co-chair.

23:02 The CCC shall meet at the request of either co-chairperson at a mutually convenient time.

23:03 The CCC shall discuss issues of concern to either UTS or the Bargaining Unit. It shall be a consultative body, and may make recommendations to their respective principals where deemed appropriate in the circumstances.

23:04 Items placed on the bargaining table during collective bargaining or that are the subject matter of a grievance shall not be discussed by the CCC.

#### **ARTICLE 24: WORKING CONDITIONS**

24:01 UTS recognizes its obligations to provide a safe and healthy environment for Teachers and to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations, as amended from time to time.

24:02 The Parties recognize their obligations to fulfil all of the statutory requirements contained within the *Human Rights Code*, as amended from time to time. Additionally, the Parties agree that there shall be no discrimination or harassment specifically based on any Union activity, or non-activity.

24:03 UTS recognizes its obligation to provide safe and secure environment for Teachers in accordance with the University of Toronto Schools' *Safe School Policy*.

- 24:04 A Teacher may be assigned up to 12 lunch supervisions and 22 full-period on-calls per school year, subject to the following conditions:
- a) no Teacher shall be assigned more than three (3) instructional periods per school day (i.e. three (3) classes or two (2) classes and one (1) on-call period);
  - b) no Teacher shall be assigned more than one (1) on-call and one (1) lunch supervision per school day;
  - c) no Teacher shall be assigned more than a total of three (3) on-calls and supervisions in aggregate in any school week;
  - d) the period of the school day during which a Teacher may be assigned an on-call shall be clearly indicated on the Teacher's timetable;
  - e) any period of lunch supervision shall not be considered a lunch break for the purposes of Article 24:06;
  - f) UTS shall promulgate the lunch supervision schedule in a timely fashion to provide maximum reasonable advance notice to the Teachers so assigned;
  - g) UTS shall post an accounting of the on-calls and supervisions assigned to each Teacher.

Neither UTS nor the Bargaining Unit shall be held responsible for any apparent contravention of this Article resulting from a Teacher's voluntary coverage of additional classes, on-calls or lunch supervisions, nor shall it be deemed precedent-setting or binding on either Party.

- 24:05 Unassigned time during the school day shall be available to Teachers to undertake activities consistent with their professional duties and responsibilities.
- 24:06 Each Teacher shall have a lunch break of a minimum of forty (40) consecutive minutes which shall be scheduled between 11:00 am and 2:00 pm, except by mutual consent of the Parties.
- 24:07 The Parties agree that five (5) sections shall constitute a full-time equivalent (FTE) position.

## **ARTICLE 25: CO-CURRICULAR & EXTRA-CURRICULAR VOLUNTARY ACTIVITIES**

- 25:01 The Parties recognize the significance and value of co-curricular and extra-curricular activities to the quality of life and the experience of students at UTS. Teacher participation and supervision of co-curricular and extra-curricular activities is voluntary. Teachers are encouraged to participate in a variety of these activities.

## **ARTICLE 26: JOB POSTINGS**

- 26:01 Where a vacancy for any teaching position or Position of Responsibility occurs at UTS, the School shall post the vacancy in the staffroom, broadcast the vacancy to the Bargaining Unit, and post the vacancy on the Staff Conference and the school's website.
- 26:02 A vacancy shall be posted for at least seven (7) work days before the deadline for applications for the position. In the event that a position is posted in July or August, the posting shall extend to 10 work days (weekdays free of statutory holidays).
- 26:03 A copy of each job posting shall be sent to the President of the Bargaining Unit.
- 26:04 If there are no qualified internal applicants selected, UTS may advertise externally for the position.
- 26:05 For external postings, seconded teachers and Occasional Teachers shall be eligible to apply.

- 26:06 In the event that a Bargaining Unit position is posted and a qualified candidate is not identified for continuing appointment, the position may be filled on an occasional basis with the consent of the Bargaining Unit.

#### **ARTICLE 27: INTERVIEW PANELS**

- 27:01 When a vacancy for a Bargaining Unit position for a Teacher exists, an interview panel will be convened by the Principal. Teachers may be invited to suggest candidate search criteria and provide input on the needs of their respective departments/programs. No Teacher shall be a member of an interview panel.
- 27:02 The interview panel shall establish interview questions and participate in the interview process.
- 27:03 The final decision on the selection and appointment of the successful applicant is the exclusive responsibility of the Principal.

#### **LEAVES OF ABSENCE**

##### **ARTICLE 28: LEAVE OF ABSENCE WITH DEFERRED SALARY – FOUR OVER FIVE PLAN**

- 28:01 Teachers may apply for the Four Over Five Plan prior to May 1 for a paid leave of absence under the following conditions:
- a) deductions for the Teachers' Pension Plan shall be in accordance with OTPPP guidelines, income tax or other required deductions shall be on the basis of the actual salary paid;
  - b) the period for such leaves of absence with deferred salary granted to a Teacher shall be credited to Teaching Experience;
  - c) the Teacher granted such a leave of absence with deferred salary shall receive all Teacher benefits for which the Teacher is eligible;
  - d) Teachers hired before October 2012 on such a deferred salary leave plan shall be responsible for making arrangements for any further payments to the Teachers' Pension Plan. For clarity, Teachers will be responsible for paying the employer matching contribution attached to the year of deferred pay (5<sup>th</sup> year in most cases).
  - e) Teachers hired after October 2012 on such a deferred salary leave plan shall have Teachers' Pension Plan deductions continue on the same schedule as during the 4 years of full-time service. UTS will match the Teacher's contributions during the year of deferred pay (5<sup>th</sup> year in most cases).
- 28:02 The Teacher shall agree, by contract, to:
- a) remain a Teacher in the employ of UTS for a minimum of five years including the leave year;
  - b) be paid 80% of total salary for each of the four (4) years of the contract, during which the Teacher is not on leave of absence; and
  - c) be paid 80% of total salary on the fifth (5<sup>th</sup>) year, or the year of leave, in accordance with the terms of the contract.
- 28:03 The leave of absence shall take place in the fifth (5<sup>th</sup>) year of the five (5)-year contract. In special circumstances, however, the Principal may approve a leave which provides for the leave to be taken in a year other than the fifth (5<sup>th</sup>) year of the contract.
- 28:04 By no later than January 31 of the leave year, the Teacher on Four Over Five leave of absence must confirm, in writing, to the Principal his or her intention to return in September of the following school year.
- 28:05 Prior to the leave occurring, but not after January 1 of the calendar year in which the leave is to commence, the five (5)-year contract may be terminated at the request of the Teacher on

the terms of restitution specified in the contract signed by the Parties. Such leave may only be delayed by UTS by giving notice prior to January 1 of the calendar year in which the leave is to commence if the Teacher is indispensable to the program needs of UTS in the next school year.

- 28:06 The Teacher shall agree to repay to UTS any overpayment which occurs because the Teacher's employment with UTS ceases after the leave begins and prior to the expiry date of the contract.
- 28:07 UTS, after consultation with the Bargaining Unit, shall set quotas with regard to the maximum number of such leaves 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 UTS.
- 28:08 If the Teacher's employment terminates prior to taking leave or during the leave year, by reason of the death or disability of the Teacher or for any other reason, the total amount of deferred salary, if any, shall forthwith be paid to the Teacher or the Teacher's estate.
- 28:09 Pensionable service and benefits will continue during the leave year under the provisions of this Collective Agreement, unless otherwise determined by the Ontario Teachers Pension Board.

#### **ARTICLE 29: SECONDMENTS**

- 29:01 Secondments away from UTS will be considered a leave of absence and shall not exceed two (2) years. The secondment may be extended for a third year by mutual consent of both Parties.
- 29:02 A Teacher who was granted a secondment away from UTS will not be eligible for an unpaid leave, course reduction on a leave basis, or job sharing for three (3) years from the end of the last year of the secondment.
- 29:03 Pensionable service and benefits will continue during the secondment year under the provisions of this Collective Agreement, unless otherwise determined by the Ontario Teachers' Pension Board.

#### **ARTICLE 30: QUARANTINE**

Leave with pay shall be granted in any case where, because of exposure to a communicable disease, a Teacher is quarantined or otherwise prevented by order of the Regional Medical Officer of Health or designate from attending to his/her duties.

#### **ARTICLE 31: JURY DUTY**

A Teacher who is called for jury duty, or subpoenaed as a witness in a proceeding to which the Teacher is not a party, will receive their usual pay, less any amounts received from the Court.

For clarity, for all days on which the Teacher would otherwise have been working and paid, the Teacher will receive an amount equal to the pay lost, calculated at a daily rate (annual salary divided by 187 days). Such payments shall be reduced by the total amount received by the Teacher from the Court as payment for service, excluding any amounts received as reimbursement for expenses.

A Teacher's eligibility for Jury and Witness Duty payment, under this Article, is subject to the Teacher:

- providing certification by the proper authority of the dates and times served and of any and all payments received for such service;
- reporting for work when not required for such duty;

- endeavouring to keep up with the responsibilities of the job to the best of the Teacher's ability.

### **ARTICLE 32: UNPAID LEAVE OF ABSENCE**

- 32:01 A Teacher on 60 percent (60%) or greater continuing contract shall be entitled to apply to the Principal for an Unpaid Leave of Absence for twelve (12) months after every three years of service at UTS. Such leave shall not be unreasonably denied.
- 32:02 Teachers on Unpaid Leave shall be entitled to full participation in the University of Toronto School's benefit plan provided that the Teacher pays the full premium cost prior to the leave being taken and provided that this is within the University of Toronto School's contract with the insurer.
- 32:03 Any request for course reduction shall be considered an Unpaid Leave of Absence. Accordingly, a Teacher requesting course reduction will not be eligible for secondment away from UTS, Unpaid Leave or a Job Sharing arrangement for three (3) years from the end of the last period of approved leave.
- 32:04 a) Application for Unpaid Leave must be submitted no later than January 31 for leave in the following school year. UTS may decline an application for an Unpaid Leave of Absence if the application is submitted later than January 31; or if the Teacher is deemed to be indispensable to the program.
- a) A Teacher who has been granted an Unpaid Leave shall notify UTS no later than January 31 of the leave year whether he or she intends to return to his or her continuing FTE assignment at UTS in the following school year. If the Teacher fails to meet this deadline then the Teacher's leave shall be terminated at the end of the school year and the Teacher must either return to his or her continuing FTE teaching assignment or resign.
- 32:05 A Teacher may apply for an extension of up to one (1) year to the initial Unpaid Leave provided that UTS is notified no later than January 31 of the leave year. Such requests shall not be unreasonably denied.
- 32:06 The first year of a full-time Unpaid Leave shall be considered as continuous service to UTS for the purpose of seniority; in the second year seniority shall not accrue but shall be frozen. A Teacher will continue to accrue seniority throughout any periods of partial unpaid leave.
- 32:07 Following the Teacher's return to duty, the teacher shall be guaranteed the same position and FTE at the school.
- 32:08 A Teacher on an Unpaid Leave who opts to purchase pension credit shall be responsible for reimbursing UTS for the OTPP matching Employer's contributions related to the Teacher's unpaid leave.

### **ARTICLE 33: JOB SHARING**

- 33:01 UTS agrees that two full-time Teachers from the same subject area may apply for Job Sharing a single full-time position provided the following requirements are met:
- a) the written application shall be made to the Principal no later than January 31 for a Job Sharing arrangement to commence in the following school year;
  - b) the Principal is satisfied that the Job Sharing arrangement results in the continuation of both the performance of all duties associated with a single FTE assignment, and the quality and continuity of the program; and
  - c) the Job Sharing occurs over the duration of one continuous school year.

- 33:02 Teachers shall be notified by the Principal of the acceptance or denial of the job sharing no later than March 31.
- 33:03 At the time of granting the request for Job Sharing, and subject to the provisions of Article 31:06, agreement in writing shall be reached as to the date of return to full-time assignments, as well as the details of the Job Share.
- 33:04 The total salary paid shall be calculated using the prorated percentage of the time worked for each Teacher. The Teachers shall continue to receive full time benefits, provided that they pay in advance both the Teacher and employer portions of the premiums for the unpaid portion of the job share.
- 33:05 Credited experience for seniority purposes and salary grid movement shall continue as though the Teachers were working full-time.
- 33:06 This arrangement will be available for a period of up to two (2) years, and in the year following the Job Share, the Teachers shall return to the positions previously held.

#### **ARTICLE 34: PREGNANCY LEAVE**

- 34:01 Pregnancy Leave must be applied for and granted in writing. Pursuant to the Employment Standards Act, a Teacher who will have completed thirteen (13) weeks of service with UTS prior to the probable date of delivery, and who presents to Human Resources a doctor's certificate or certificate from a midwife stating that she is pregnant and the probable date of delivery, is entitled to an unpaid Pregnancy Leave of absence of seventeen (17) weeks.
- 34:02 For Teachers with one (1) or more years of service, UTS will pay ninety-five (95) percent of salary during the two (2)-week waiting period for Employment Insurance benefits, and, for the next fifteen (15) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of the Teacher's salary, provided that the Teacher applies for and receives Employment Insurance benefits.
- 34:03 Pregnancy Leave shall commence at the Teacher's discretion, up to seventeen (17) weeks before the expected date of delivery, upon a minimum of eight (8) weeks' notice being given to UTS. If pregnancy-related complications force the Teacher to stop work before she has arranged her Pregnancy Leave, she has two (2) weeks from that date to give UTS written notice of the date the Pregnancy Leave began (e.g. if the child has been born) or when the leave is to begin, with a medical certificate confirming the circumstances and the expected or actual date of birth. In such case the Teacher will be entitled to use Sick Leave in accordance with Article 40 until the actual birth of the baby, the expected date of delivery or the date she intended to start her Pregnancy Leave as stated in her written notice, whichever comes first. A Teacher must give two (2) weeks' notice of any change of the commencement of the pregnancy leave.
- 34:04 If the Teacher has been on her Pregnancy Leave for seventeen (17) weeks but the child has not yet been born, the Pregnancy Leave will end when the baby is born and the Teacher will be entitled to take a parental leave immediately after the birth. If a Teacher on Pregnancy Leave wishes to change the date of her return to work to an earlier date, she must give UTS four (4) weeks' written notice of the date on which she intends to return. If the Teacher wishes to change the date of return to a later date (but subject to the rules concerning the maximum length of leave), she must give UTS four (4) weeks' written notice before the date the leave was to end.
- 34:05 Seniority, benefits, and pensionable service continue during the period of a Teacher's Pregnancy Leave.
- 34:06 The Parties agree that rights for Pregnancy Leave, including return to work, shall be in accordance with the *Employment Standards Act of Ontario*, as amended from time to time.

## **ARTICLE 35: PRIMARY CAREGIVER LEAVE**

- 35:01 Primary Caregiver Leave is available to a parent, other than a biological mother, who has the primary responsibility for the care of a child during the eighteen (18) weeks immediately following: (i) the birth of a child or; (ii) the coming of a child into the custody, care and control of a parent for the first time. Primary Caregiver Leave must be applied for and granted in writing with a minimum of two (2) weeks' notice and is available on an unpaid leave basis, to a Teacher who will have completed thirteen (13) weeks of service prior to the date of application.
- 35:02 A Teacher making such an application must confirm in writing that the Teacher will in fact have the primary responsibility for the care of the child during the period of the leave applied for (e.g. for a father or same-sex parent, because the mother is unavailable or has returned to work; for an adoptive parent, because the parent will be the primary caregiver for some period of time after the child comes into the custody, care, and control of an adoptive parent for the first time).
- 35:03 In the case of an adoption, the Primary Caregiver Leave may be split between two parents.
- 35:04 For Teachers with one (1) year of service or more UTS will pay ninety-five (95) percent of salary during the two (2) week waiting period for Employment Insurance benefits, and, for the next ten (10) weeks, will pay the difference between Employment Insurance benefits and ninety-five (95) percent of salary, provided that the Teacher applies for and receives Employment Insurance benefits. In the case of an adoption, the Primary Caregiver Leave shall not apply to adoptions which arise through the blending of families.
- 35:05 Seniority, benefits, and pensionable service continue during a Teacher's Primary Caregiver Leave, provided the Teacher fulfills any requirements for said continuation.

## **ARTICLE 36: PARENTAL LEAVE**

- 36:01 A Teacher who is a parent of a child and who has been employed with UTS for thirteen (13) weeks is entitled to an eighteen (18) week unpaid Parental Leave following the birth of the child or the coming of the child into a parent's custody, care, and control for the first time. Both parents will be eligible to extend a Parental Leave as follows:
- a) up to thirty-five (35) weeks of Parental Leave for birth mothers;
  - b) up to thirty-seven (37) weeks of Parental Leave for all other new parents, such as birth fathers, adoptive parents and same-sex partners.
- 36:02 For a Teacher who takes a Pregnancy Leave, Parental Leave commences when her Pregnancy Leave ends or when the baby first comes into custody, care, and control of the birth mother. For other parents, Parental Leave must commence within fifty-two (52) weeks after the birth or after the child first comes into the custody, care, and control of a parent. This provision is not available to Teachers who have taken Primary Caregiver leave.
- 36:03 A Teacher who is entitled to a Parental Leave is required to give UTS two (2) weeks' written notice prior to the commencement of the leave. If he or she does not specify when the leave will end, it will be assumed that he or she wishes to take the maximum leave.
- 36:04 A Teacher who has given notice to begin a Parental Leave may change the notice to an earlier date by giving at least two (2) weeks' notice before the earlier date, or to a later date by giving two (2) weeks' notice before the leave was to begin.



- 36:05 If the Teacher stops work because the child has arrived earlier than expected, the Teacher has two (2) weeks from that date to give UTS written notice of his or her intent to take the Parental Leave.
- 36:06 If a Teacher on Parental Leave wishes to change the date of his or her return to work, he or she must give UTS four (4) weeks' written notice before the date the leave was to end, informing UTS of the new date on which the Teacher intends to return.
- 36:07 Seniority, benefits, and pensionable service continue during a Teacher's Parental Leave, provided the Teacher fulfils any requirements for said continuation.
- 36:08 The Parties agree that rights for Parental Leave, including return to work, shall be in accordance with the *Employment Standards Act of Ontario*, as amended from time to time.

#### **ARTICLE 37: PATERNITY LEAVE**

- 37:01 A parent, other than the primary caregiver, shall be granted up to three (3) days' paid leave of absence upon the birth of a child or when the child comes into his or her custody, care and control for the first time. This provision is not available to Teachers who have taken Primary Caregiver Leave.

#### **ARTICLE 38: FAMILY/FLOATING LEAVE**

- 38:01 Such leaves shall not be used to extend vacations or long weekends.
- 38:02 A Teacher may request in advance up to four (4) full days or up to eight (8) half-days of paid Family/Floating leave in any school year, pro-rated to the Teacher's FTE. Such requests shall not be unreasonably denied. Wherever possible, the Teacher shall make his or her need for Family/Floating leave known to Human Resources at least five (5) days in advance. Reasons for requesting Family/Floating leave include, but are not limited to, care of family members or stepping in when a regular caregiver is away, observance of religious holidays, professional appointments, court appearances, moving, supplementing a bereavement leave or family illness leave, writing examinations, or attending to emergency situations.
- 38:03 A Teacher may request in advance up to two (2) full days or up to four (4) half-days of paid Family Illness leave in any school year, pro-rated to the Teacher's FTE. Such requests shall not be unreasonably denied. Whenever possible, staff members shall make their need for Family Illness leave known to Human Resources in advance. Reasons for Family Illness leave include, but are not limited to, care of ill family members or stepping in when a regular caregiver is away.
- 38:04 In arranging these leaves, both the best interests of UTS as well as the interests of the Teacher shall be considered. It is anticipated that the Teacher will schedule leaves, where possible, so as to minimize the disruption to the operations of UTS.

#### **ARTICLE 39: BEREAVEMENT LEAVE**

- 39:01 UTS will grant up to five (5) days of paid leave in the event of the death of a Teacher's spouse or same-sex partner, child (including step-child), grandchild, parent, parent-in-law, sibling (including step-brother, step-sister), brother-in-law, sister-in-law, or grandparent, or for the death of a person whose relationship is not defined above, the impact of which is comparable to that of the immediate family (e.g. a close friend). A Teacher may use Family/Floating leave days, if available, to supplement the paid leave for up to four (4) additional days. Where an individual has exhausted his or her Family/Floating days, the leave may be extended to provide for up to an additional two (2) days' paid leave.

## **ARTICLE 40: SICK LEAVE**

- 40:01 Sick Leave is defined as absence because of a Teacher's illness or injury, not incurred in the performance of regular duties, or absence because of quarantine through exposure to contagious disease, or because of an accident for which compensation under the *Workplace Safety and Insurance Act* is not payable. The purpose of Sick Leave is to provide against loss of earnings for Teachers who are prevented by sickness or accident from performing their duties.
- 40:02 Upon completion of the probationary period, Teachers are eligible for Sick Leave with pay for periods of up to fifteen (15) weeks per year during unavoidable absence due to illness or injury.
- 40:03 The Sick Leave account of each probationary Teacher shall be credited with 2 days per month, 20 days per year, in advance, commencing the first day worked in the probationary period. At the end of the probationary period, Article 40.02 shall apply. This shall be prorated for part-time Teachers.
- 40:04 When a Teacher is unable to report to work owing to sickness or injury, the school Administration must be notified promptly and informed as early as possible of the probable date when that Teacher is able to return to work.
- 40:05 An Teacher may, with reasonable prior warning, be required by UTS to provide a doctor's certificate certifying that owing to illness or injury the Teacher is unable to carry out his or her normal duties.

## **ARTICLE 41: CRIMINAL BACKGROUND CHECKS**

- 41:01 The Employer shall pay relevant costs associated with the Canadian Police Information Check (CPIC) or offence declaration, pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law. Notwithstanding, the Employer will not reimburse costs incurred by Teachers hired into the Bargaining Unit prior to September 2009, or costs incurred by a Teacher prior to being hired into the Bargaining Unit.
- 41:02 A Teacher who receives a positive result from the CPIC may request and shall be granted an extension to challenge, amend or correct a result. The length of the extension will be determined on a case-by-case basis but will not exceed 90 calendar days. In circumstances where the positive result compromises the Teacher's ability to function within the school, UTS will grant the maximum extension (90 calendar days) and place the Teacher on unpaid leave for that period.
- UTS may terminate a Teacher who is unable to successfully challenge, amend or correct a positive result from CPIC.
- 41:03 UTS shall ensure that all records and information (including offence declarations and CPIC record) obtained pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Principal and the Director of Human Resources and the Teacher and/or designate indicated in writing.
- 41:04 UTS shall not release any information about a Teacher obtained pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law without the permission of the Teacher, unless required by law.
- 41:05 The Bargaining Unit may grieve any disciplinary action taken against a Teacher based on or related to the information that the Teacher is required to provide to UTS pursuant to Regulation 521/01 of the *Education Act* or any subsequent regulation or law.

#### **ARTICLE 42: PERSONNEL FILES**

- 42:01 A Teacher (or designate indicated in writing) shall have access during normal business hours to all his or her personnel data maintained on file by UTS provided that there is reasonable notice to do so and under conditions deemed secure by the Principal, or Human Resources Director.
- 42:02 If a Teacher disputes the accuracy or completeness of any information referred to in Article 40.01, UTS shall, within fifteen (15) working days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information.
- 42:03 Where UTS amends information under Article 40:02, the School shall update all of the Teacher's personnel files and, at the request of the Teacher, endeavour to notify all persons who received a report based on the inaccurate information.

#### **ARTICLE 43: PRINTING OF THE COLLECTIVE AGREEMENT**

- 43:01 UTS agrees to print sufficient quantities of this Collective Agreement to distribute on the following basis:
- a) Incumbent Teachers shall receive a copy as quickly as feasible after the Agreement is ratified;
  - b) Prospective Teachers who are offered positions in the Bargaining Unit shall receive a copy of the Collective Agreement along with their offer of employment.

#### **ARTICLE 44: PROFESSIONAL DEVELOPMENT**

- 44:01 There shall be a Professional Development Committee comprised of two (2) members representing the Administration and two (2) members of the Bargaining Unit, one of whom holds a Position of Responsibility.
- 44:02 The Committee will determine the program content for two (2) Professional Development Days. Any costs associated with these days require the approval of the Principal.

#### **ARTICLE 45: PROFESSIONAL DEVELOPMENT REIMBURSEMENT FUND**

- 45:01 An annual expense reimbursement fund to be used for professional development shall be available to each member of the Bargaining Unit for up to \$500.00 per school year.

Teachers may apply for their annual PD reimbursement funds in accordance with Canada Revenue Agency guidelines for non-taxable employee fringe benefits (income tax interpretation IT470R Employees' Fringe Benefits guide). Accordingly, books and other merchandise purchased using PD funds will remain the property of UTS.

There is no provision to carry forward any unused balance into the following year.

#### **ARTICLE 46: SALARY**

##### **a) Salary Categories**

- 46:01 Teachers shall be paid in the category as determined by their Certification Rating Statement with exceptions noted below.

46:02 Teachers have the responsibility of reporting their Certification Rating Statement or any change therein to UTS.

**b) Reporting Category Change**

46:03 When a Teacher completes all the requirements for raising his or her salary category prior to September 1 of any year, he or she shall be paid the higher category rate subject to the provisions of this Agreement effective September 1 of that year on the condition that the new Certification Rating Statement is filed with UTS by December 31 or, if this is impossible through no fault of the Teacher, that a notice of expected change along with an explanation of the delay in filing the new Certification Rating Statement is filed with UTS by December 1 of that year. Failing this, the salary increase shall be made effective on the first day of the month following the month in which the new Certification Rating Statement was filed with UTS.

46:04 Where the qualification required for raising a salary category is completed during the period September 1 to December 31 of any year, the increase in salary shall be effective January 1 of the next year provided the Certification Rating Statement is filed with UTS prior to May 1 of the year in which the increase is to be effective.

46:05 If the Certification Rating Statement is filed on or after May 1, the increase in salary shall be effective September 1 of the calendar year in which the Certification Rating Statement is filed.

46:06 Any amendment in the official Certification shall, for the purpose of this Agreement, be effective on September 1, following the adoption of the amendment, subject to agreement of the Parties.

46:07 No Teacher shall be newly employed at a salary higher than that being paid to a member of the Bargaining Unit having the same or equal qualifications, teaching experience and responsibility.

**c) Step Placement on the Grid**

46:08 Teaching experience at a secondary school, elementary school, college and/or university or other educational institution recognized by UTS shall be used to find the step on the grid in the following manner:

46:09 Each whole year of teaching experience shall count as a full step on the grid.

46:10 Teaching experience in fractions of years (part time or part year) shall be converted to the nearest whole number. Teaching experience of 0.5 of a year or more shall be rounded up to the next whole number. Teaching experience of less than 0.5 of a year shall be rounded down to the nearest whole number.

**d) Related Experience**

46:11 Related Experience is defined as experience in which the content of the experience is directly related to the subject taught. Teachers may apply to receive credit for related experience to change their salary grid placement. Teachers shall apply within thirty (30) calendar days from the first day worked effective on the date of hire in their first year of teaching or shall apply by May 31 in their first year of teaching for payment of related experience in their second year of teaching. UTS must inform the Teacher of the related experience provisions of the Collective Agreement and provide the Teacher with any relevant forms at the time of hire.

44:12 For purposes of placement on the grid, related experience shall be credited at the rate of one (1) year of related experience equal to one (1) year of teaching up to a maximum of ten (10) years. The onus shall be on the teacher to provide verification of the type and length of experience.

**e) Salary Schedule**

- 46:13 The base salary schedule for Teachers shall be identical to the salary schedule for the District 12, Toronto, OSSTF Bargaining Unit.
- 46:14 Should the District 12 Collective Agreement not be synchronous with this Collective Agreement, once the District 12 Agreement is ratified, the new salary schedule shall be applied to the salary grid in effect, and shall result in retroactive salary and pay adjustments.
- 46:15 Teachers whose salaries have been determined by the Progression Through the Ranks (PTR) process have been grandparented and receive all of the same percentage adjustments as the Teachers on the grid in article 46:17.

**f) Supplement Schedule**

- 46:17 In recognition of the added duties and responsibilities undertaken by the Teachers at UTS, a UTS Service Supplement will be added annually, and as per supplement grid below, Teachers shall receive supplements to the base salary as follows:
- a) For Teachers hired before Oct 2012, an additional 5-year service supplement will be added starting at five (5) (Step 5) years of teaching experience as follows:
    - (i) For Teachers hired before September 2003, the supplement will be added starting at (5) (Step 5) years of teaching experience;
    - (ii) For Teachers hired after Sept 2003 and before Oct 2012, the supplement will be phased in over a four (4) year period, at increments of \$708 per year starting at (5) (Step 5) years of teaching experience (with Year 1 being the year of eligibility). See Table below Teachers hired after Oct 2012 shall not be eligible to receive the 5-year Service Supplement.
  - b) Teachers hired after September 2012 shall not be eligible to receive the 5-year Service Supplement.
  - c) For Teachers hired before October 2012, a 10-year Service Supplement shall be added at 10 years of teaching experience.
  - d) Teachers hired after September 2012 shall not be eligible to receive the 10-year Service Supplement.
  - e) For all Teachers, at fifteen years (15) of teaching experience, with a minimum of five (5) years' teaching service at UTS, an additional supplement shall be added. In 2012, this amount shall be \$1,894.10. This 2012 amount shall be increased yearly using the Consumer Price Index for Toronto as published annually by Statistics Canada. The increase shall be equal to the percentage increase from 2011 to the most recently published year (example: In 2016, anyone receiving this supplement would receive an amount equal to \$1,894.10 increased by the CPI for 2011-2015, if 2015 is the most recently published year).
  - f) For all Teachers, at twenty years (20) of teaching experience, with a minimum of ten (10) years' teaching service at UTS, an additional supplement shall be added. In 2012, this amount shall be \$1,894.10. This 2012 amount shall be increased yearly using the Consumer Price Index for Toronto as published annually by Statistics Canada. The increase shall be equal to the percentage increase from 2011 to the most recently published year (example: In 2016, anyone receiving this supplement would receive an amount equal to \$1,894.10 increased by the CPI for 2011-2015, if 2015 is the most recently published year).
  - g) For all Teachers, at twenty-five (25) years of teaching experience, with a minimum of fifteen (15) years' teaching service at UTS, an additional supplement shall be added. In 2012, this amount shall be \$1,894.10. This 2012 amount shall be increased yearly using the Consumer Price Index for Toronto as published annually by Statistics Canada. The increase shall be

equal to the percentage increase from 2011 to the most recently published year (example: In 2016, anyone receiving this supplement would receive an amount equal to \$1,894.10 increased by the CPI for 2011-2015, if 2015 is the most recently published year).

- h) For a part-time Teacher, salary and supplements shall be prorated.

46:18 Salary Grid

<b>Salary Grid</b>						
STEP	1 Sep 12		1 Sep 13		1 Sep 14	
	CAT 3	CAT 4	CAT 3	CAT 4	CAT 3	CAT 4
0	51,736	55,401	51,736	55,401	51,736	55,401
1	55,213	58,408	55,213	58,408	55,213	58,408
2	58,887	61,986	58,887	61,986	58,887	61,986
3	62,554	65,574	62,554	65,574	62,554	65,574
4	66,423	69,737	66,423	69,737	66,423	69,737
5	70,286	73,896	70,286	73,896	70,286	73,896
6	74,147	78,055	74,147	78,055	74,147	78,055
7	78,015	82,224	78,015	82,224	78,015	82,224
8	81,876	86,379	81,876	86,379	81,876	86,379
9	85,745	90,546	85,745	90,546	85,745	90,546
10	89,614	94,705	89,614	94,705	89,614	94,705
<b>Supplement Grid</b>						
	1 Sep 12		1 Sep 13		1 Sep 14	
UTS Service	2,957		2,957		2,957	
Masters	1,202		1,202		1,202	
Ph.D. – Ed.D. degree	2,404		2,404		2,404	
<b>Service Supplements Teachers hired before October 2012</b>						
	1 Sep 12		1 Sep 13		1 Sep 14	
5-year service – Teachers hired prior to 2003	2,832		2,832		2,832	
5-year service – Teachers hired between 2003 and 2012	(YR1) 708		(YR2) 1,416		(YR3) 2,124	(YR4) 2,832
10-year service – Teachers hired prior to 2012	2,961		2,961		2,961	
<b>Service Supplements All Teachers</b>						
	1 Sep 12		1 Sep 13		1 Sep 14	
15 years service	1,894.10		1,894.10 + CPI		1,894.10 + CPI	
20 years service	1,894.10		1,894.10 + CPI		1,894.10 + CPI	
25 years service	1,894.10		1,894.10 + CPI		1,894.10 + CPI	

**g) Additional Degree Supplements**

46:19 A supplement shall be paid to a Teacher for an advanced degree subject to the following:

- a) a degree must be an additional degree beyond any degree for which credit is given in category placement;

- b) any degree which, in the opinion of UTS, is not equivalent to the corresponding degree from a recognized Canadian university may be ruled as ineligible for an additional degree allowance, but a statement of equivalency from the Ministry of Education or from any Canadian university shall be accepted;
- c) no supplement shall be paid for an honorary degree; and,
- d) the onus is on the Teacher to claim and to prove the conditions stated within one (1) year of completion of the degree.

46:20 The supplement, which shall be granted in recognition of the highest additional degree, shall be as follows:

- Master's Degree           \$1,202
- Ph. D. or Ed. D.         \$2,404

**ARTICLE 47: PENSION AND BENEFITS**

47:01 Teachers are eligible to participate in the Ontario Teachers' Pension Plan (OTPP), Long Term Disability Plan, Group Life and Survivor Income Plan, Dental Care Plan, Vision Care, Extended Health Care Plan, Hospital Accommodation Plan, Joint Membership Plan and Educational Assistance, as summarized in Schedules A to H attached hereto.

47:02 The Parties agree that part-time Teachers teaching at least 40% (two sections or more) shall be entitled to participate in the same benefits as full-time Teachers. The Parties further agree that the full-time UTS subsidy for group health and dental plans and the joint membership plan is prorated to the percentage of part-time appointment.

47:03 The Bargaining Unit agrees that UTS can change the benefit plans and/or carriers for the benefits in Schedules A through G on prior notice to and discussion with the Bargaining Unit and provided that the level of benefits coverage in the aggregate is not diminished. UTS agrees to provide the Bargaining Unit with copies of the master policies for said plans.

47:04 Both Parties agree that all teaching employment shall commence no earlier than September 1 and end no later than June 30<sup>th</sup> and shall be in accordance with Article 49:01. Salaries shall be prorated over a 12-month period and will be paid through to August 31<sup>st</sup>. In addition, both Parties agree that UTS shall maintain a 10-month reporting cycle to OTPP.

**ARTICLE 48: TEACHERS PERFORMANCE APPRAISAL**

48:01 Teachers shall be evaluated in accordance with the UTS TPA procedure. Changes to the TPA must be made by mutual consent of UTS and the Bargaining Unit. Copies of the TPA process shall be provided to all Teachers.

**ARTICLE 49: LENGTH OF THE SCHOOL YEAR**

49:01 The Parties agree that the school year shall be composed of 187 work days, including instructional days, administrative days, examination and/or study days and professional development days.

**ARTICLE 50: SCHEDULES AND LETTERS**

50:01 Attached to and forming an integral part of this Agreement are the following:

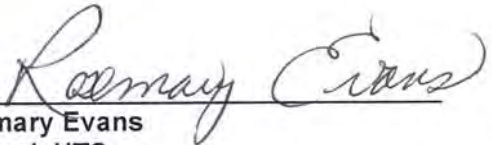
- Schedule A: Long-Term Disability Plan
- Schedule B: Group Life and Survivor Income Plan

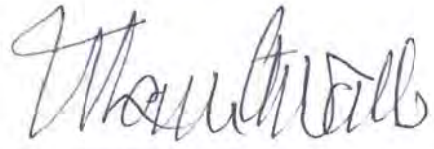
Schedule C: Dental Care Plan  
Schedule D: Extended Health Care Plan  
Schedule E: Hospital Accommodation Plan  
Schedule F: Vision Care Plan  
Schedule G: Joint Membership Plan  
Schedule H: Educational Program  
Schedule I: Positions of Responsibility  
Letter of Intent Re: Teacher Performance Appraisal Process (TPA)  
Letter of Intent Re: Guidelines for Performance Appraisal for Positions of  
Responsibility  
Letter of Understanding Re: Teacher Exception to Certification Requirement  
Letter of Understanding Re: The University of Toronto's VEARP  
Letter of Understanding Re: Salary Grid

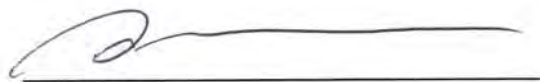


IN WITNESS WHEREOF each of the Parties hereto has caused this Agreement to be signed by its duly authorized representatives in the City of Toronto on the 28th day of June, 2013.

UNIVERSITY OF TORONTO SCHOOLS, BY:

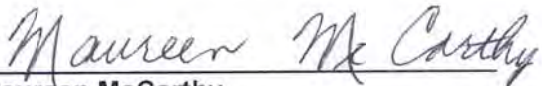
  
\_\_\_\_\_  
Rosemary Evans  
Principal, UTS

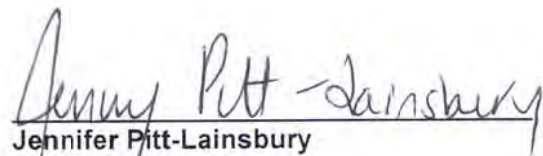
  
\_\_\_\_\_  
F. David Rounthwaite  
Secretary, UTS Board

  
\_\_\_\_\_  
Lily McGregor  
Executive Director,  
Human Resources & Board Affairs

AND:

THE ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION, BY:

  
\_\_\_\_\_  
Maureen McCarthy  
President

  
\_\_\_\_\_  
Jennifer Pitt-Lainsbury  
Chief Negotiator

#### **SCHEDULE A: Long-Term Disability Plan**

UTS agrees to contribute eighty (80) percent of the billed rates of premiums for Teachers participating in University of Toronto Schools Long-Term Disability Plan for Members of the Academic and Administrative Staff in effect on the date of ratification in accordance with the provisions and regulations of the said plan during the term of this Agreement. Participation in the said Long-Term Disability Plan is required as a condition of employment. The Parties agree that LTD issues shall not be arbitrable.

#### **SCHEDULE B: Group Life and Survivor Income Plan**

UTS shall continue to contribute one hundred (100) percent of the billed rates of premiums for Teachers for Basic Coverage at no cost to the Teacher, in accordance with the provisions and regulations of the University of Toronto Schools Group Life and Survivor Income Plan for Members of the Academic and Administrative Staff in effect on the date of ratification during the term of this Agreement. Teachers may elect to take additional coverage in accordance with the provisions and regulations governing optional coverage as specified in the Group Life and Survivor Income Plan.

#### **SCHEDULE C: Dental Care Plan**

UTS agrees to contribute eighty (80) percent of the billed rates of premiums for Teachers participating in the University of Toronto Schools Dental Care Plan in effect the date of ratification.

Participation in the Dental Care Plan is a condition of employment. Only Teachers who have dental insurance coverage through their spouse will be exempt from participation. UTS will not be required to make any payment in lieu of premiums to any Teacher who is exempt from participation in the Dental Care Plan.

#### **SCHEDULE D: Extended Health Care Plan**

UTS agrees to contribute seventy-five (75) percent of the billed rates of premiums for Teachers participating in the University of Toronto Schools Extended Health Care Plan.

#### **SCHEDULE E: Semi-Private Hospital Accommodation Plan**

UTS agrees to contribute seventy-five (75) percent of the billed rates of premiums for Teachers participating in the University of Toronto Schools Private Hospital Accommodation Plan.

#### **SCHEDULE F: Vision Care**

Within 30 days of ratification, UTS agrees to contribute one fifty (50) percent of the billed rates of premiums for Teachers participating in the Vision Care plan for Teachers and their eligible dependents. Coverage under the plan will include the reimbursement for eligible expenses to a maximum of \$300 every two years per Teacher and eligible dependant.

#### **SCHEDULE G: Joint Membership Plan**

UTS agrees to contribute thirty-three (33) percent of the billed rates of premiums for Teachers participating in the University of Toronto's Joint Membership Plan for staff of the University of Toronto in effect on the date of ratification, subject to the provisions established by University of Toronto with respect to such membership.

## **SCHEDULE H: Educational Assistance Program**

In keeping with its objective to provide staff with opportunities for professional development UTS will financially assist staff to further their formal education. The following provisions define the extent to which UTS will financially assist staff to further their formal education.

### **Eligibility:**

All Teachers (full-time and part-time) with one (1) year of continuous (completed) service at UTS are eligible for the Educational Assistance Program. For Teachers with a part-time timetable, the benefit will be prorated in accordance with the current part-time appointment held.

### **Provisions:**

#### **75% Tuition Reimbursed**

75% of tuition fees will be reimbursed to a qualifying individual who shows successful completion of a work-related course given at a recognized educational institution, to a maximum of \$2,500 per year.

Courses and programs reimbursable under this program must be:

- (a) Courses of study leading to undergraduate and/or graduate certificates, diplomas or degrees offered at recognized educational institutions. Such courses must either be an asset to the Teacher in the performance of Teacher's present job or directly related to the Teacher's potential career, or
- (b) Individual skill improvement courses, which are related to the Teacher's present job or to jobs in the same field to which the Teacher might logically aspire.

Courses should be taken on the Teacher's own time, after normal working hours. However, if the course is not otherwise available, one such course at a time may be taken during normal working hours provided the approval of the Principal is obtained and alternative work arrangements are made.

### **Exclusions:**

Costs of course materials, books, registration and examination fees, fees for entrance into professional groups, exemption fees, and other incidental fees do not qualify for educational assistance.

**SCHEDULE I: Positions of Responsibility as of September 1, 2012**

<b>DEPARTMENT COORDINATORS</b>	<b>RELEASE TIME</b>	<b>TERM</b>
Canadian and World Studies	1 Section	3 years
English	1 Section	3 years
Expressive Arts	1 Section	3 years
Languages	1 Section	3 years
Mathematics & Computer Science	1 Section	3 years
Health and Physical Education	1 Section	3 years
Science	1 Section	3 years
Student Services	*Time allocation equal to 1 section	3 years
<b>PROGRAM DIRECTORS</b>	<b>RELEASE TIME</b>	<b>TERM</b>
Athletic Director	2 Sections	Continuing
Library Services Director	*Time allocation equal to 1 section	Continuing
Music Activities Director	1 Section	3 years

\*Department Coordinators and Program Directors with Time Allocation provision shall allocate the equivalent of one (1) section toward program development and department planning.

LETTER OF INTENT

BETWEEN

UNIVERSITY OF TORONTO SCHOOLS

AND

ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
DISTRICT 34 – UNIVERSITY OF TORONTO SCHOOLS (UTS) TEACHERS BARGAINING UNIT

**Re: Teachers Performance Appraisal**

The Parties agree that UTS will implement best-practice Teacher Performance Appraisal (TPA) procedures as recommended by the Ministry of Education and reflecting UTS's status as an independent school. Accordingly, during the life of this Agreement the UTS Teacher Performance Appraisal Process shall within reason follow the Ministry's TPA guidelines, including consequences attached to unsatisfactory performance. Any departure from the Ministry TPA process, as outlined in the guidelines, shall be undertaken only with mutual consent of the Parties.

Notwithstanding the above, Teachers undergoing the TPA process shall be notified in writing by UTS Human Resources within the first twenty (20) days of the school year in which they are to be appraised. The notification shall include information guiding the Teacher to documentation relating to the TPA process. Such documents shall be made publicly available to all Teachers. In addition,

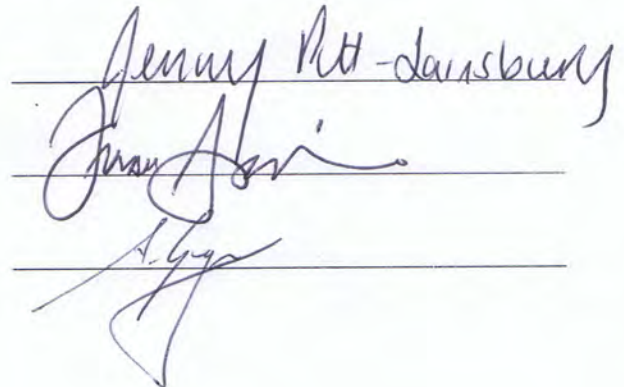
- A copy of the draft evaluation report of the TPA shall be given to the Teacher before the end of May in the year in which the Teacher is evaluated;
- The Teacher shall have 5 school days to respond to the report before it is finalized;
- A copy of the final evaluation report of the TPA shall be given to the Teacher before the last school day of the academic year.

The Parties further agree that the UTS TPA document outlining the process is a living document and as such may be further modified from time to time with mutual consent.

Dated this 28th day of June, 2013

On Behalf of University of Toronto Schools

On Behalf of Ontario Secondary Schools  
Teachers' Federation, District 34-University  
of Toronto Schools (UTS) Teachers  
Bargaining Unit.



LETTER OF INTENT

BETWEEN

UNIVERSITY OF TORONTO SCHOOLS

AND

ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
DISTRICT 34 – UNIVERSITY OF TORONTO SCHOOLS (UTS) TEACHERS BARGAINING UNIT

**Re: Guidelines and Performance Appraisal Process for Positions of Responsibility**

UTS is committed to working with the Bargaining Unit to develop guidelines outlining duties and responsibilities attached to Positions of Responsibility as well as a Performance Appraisal Process and an equitable compensation process.

The purpose of the guidelines will be to ensure that duties and expectations attached to Positions of Responsibility are firmly linked to the school's Vision, Mission and strategic direction.

The Guidelines for Positions of Responsibility will form the basis of a formal performance appraisal process for all Positions of Responsibility.

The Performance Appraisal Process for Positions of Responsibility will take into account the goals set out in the school's Vision, Mission and strategic plan, and related objectives set for the individual department and/or program overseen by each Position of Responsibility.

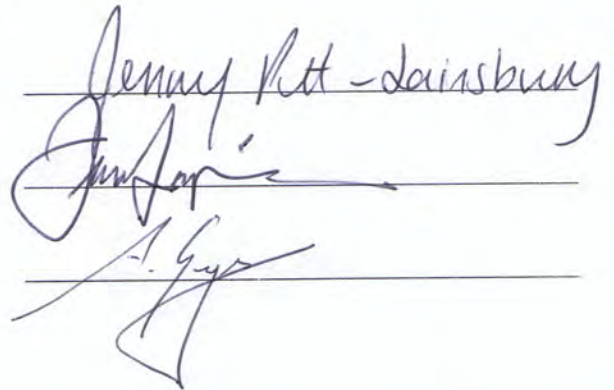
The compensation grid attached to Positions of Responsibility will take into consideration the term and the scope of duties and responsibilities attached to each portfolio.

UTS will endeavour to have the Guidelines for Positions of Responsibility and a Performance Appraisal Process ready for implementation by June 30, 2014.

Dated this 28th day of June, 2013

On Behalf of University of Toronto Schools

On Behalf of Ontario Secondary Schools  
Teachers' Federation, District 34-University  
of Toronto Schools (UTS) Teachers  
Bargaining Unit.



LETTER OF UNDERSTANDING

BETWEEN

UNIVERSITY OF TORONTO SCHOOLS

AND

ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
DISTRICT 34 – UNIVERSITY OF TORONTO SCHOOLS (UTS) TEACHERS BARGAINING UNIT

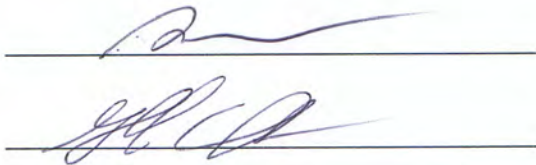
**Re: Teacher Exception to Certification Requirement**

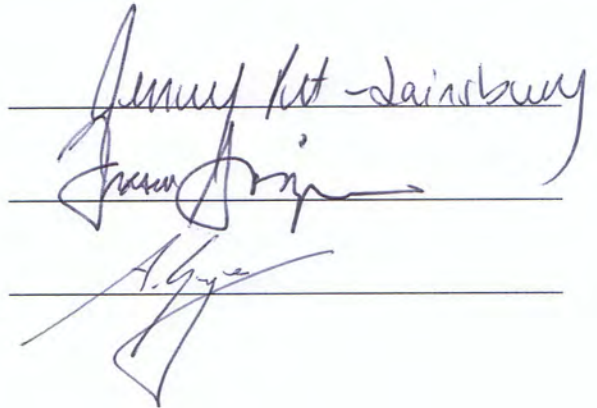
Notwithstanding Articles 2:06(a) and (b), the Parties agree that Claude Guillemot will be considered a Teacher for all intents and purposes of this Agreement and the Code of Conduct of the Ontario College of Teachers.

Dated this 28th day of June, 2013

On Behalf of University of Toronto Schools

On Behalf of Ontario Secondary Schools  
Teachers' Federation, District 34-University  
of Toronto Schools (UTS) Teachers  
Bargaining Unit.





LETTER OF UNDERSTANDING  
BETWEEN  
UNIVERSITY OF TORONTO SCHOOLS

AND

ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
DISTRICT 34 – UNIVERSITY OF TORONTO SCHOOLS (UTS) TEACHERS BARGAINING UNIT

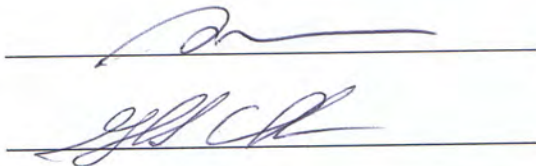
**Re: Voluntary Early Academic Retirement Program**

This letter intends to confirm that Eugene Di Sante and Ana Pereira-Castillo are listed in Schedule B of the Affiliation Agreement between UTS and the University of Toronto, as eligible to be covered by the University for VEARP costs.

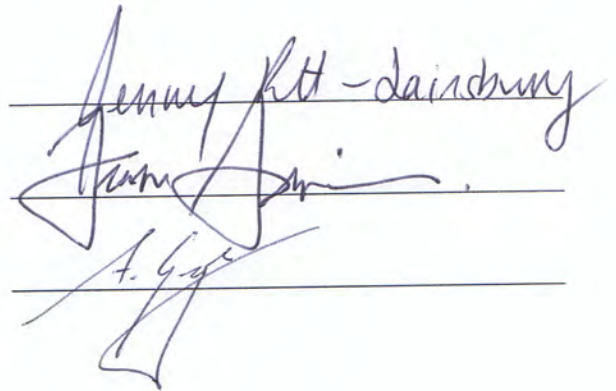
Dated this 28th day of June, 2013

On Behalf of University of Toronto Schools

On Behalf of Ontario Secondary Schools  
Teachers' Federation, District 34-University  
of Toronto Schools (UTS) Teachers  
Bargaining Unit.



Two handwritten signatures on horizontal lines. The top signature is a stylized cursive signature, and the bottom signature is a more legible cursive signature.



Three handwritten signatures on horizontal lines. The top signature is a large, stylized cursive signature. The middle signature is a smaller, more legible cursive signature. The bottom signature is a smaller, more legible cursive signature.



LETTER OF UNDERSTANDING

BETWEEN

UNIVERSITY OF TORONTO SCHOOLS

AND

ONTARIO SECONDARY SCHOOLS TEACHERS' FEDERATION  
DISTRICT 34 – UNIVERSITY OF TORONTO SCHOOLS (UTS) TEACHERS BARGAINING UNIT

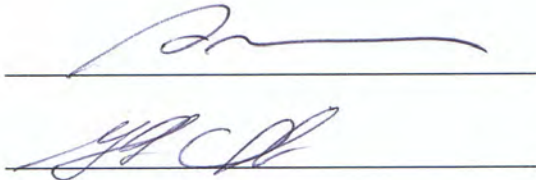
Re: Salary Grid

Notwithstanding Articles 46:13 and 46:14, the Parties agree that the Salary Grid outlined in Article 46:18 shall prevail through the life of this Agreement, without prejudice or precedent to future Agreements.

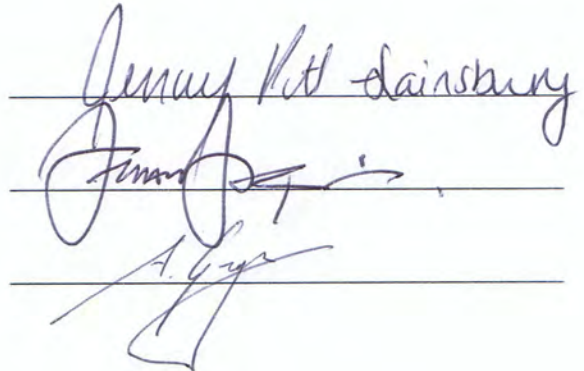
Dated this 28th day of June, 2013

On Behalf of University of Toronto Schools

On Behalf of Ontario Secondary Schools  
Teachers' Federation, District 34-University  
of Toronto Schools (UTS) Teachers  
Bargaining Unit.



Two handwritten signatures in blue ink are positioned above two horizontal lines. The top signature is a cursive name, and the bottom signature is a more stylized cursive name.



Three handwritten signatures in blue ink are positioned above three horizontal lines. The top signature is clearly legible as 'Jennifer K. Dainsbury'. The middle and bottom signatures are more stylized and less legible.