

**LETTER OF UNDERSTANDING
RE: RECALL RIGHTS**

Between

**ILSC Education Group Inc./ILSC (Toronto) Inc.
(the “Employer”)**

and

**Ontario Secondary School Teachers’ Federation
(the “Union”)**

The Employer and the Union (collectively the “Parties”) have agreed to a Letter of Understanding RE: EXTENSION OF THE COLLECTIVE AGREEMENT – COVID-19 PANDEMIC dated May 12, 2021, by which all recall rights of Teachers laid off and/or not recalled as a consequence of the COVID-19 pandemic are to extend to and expire on December 31, 2023, and the recall rights in the Collective Agreement at Article 7.17 will apply to any layoff which occurs in 2023.

Pursuant to the Collective Agreement, Teachers who are unable to return to work in line with Article 7.23 are subject to Article 7.24, which addresses refusal of recall. Teachers may have to refuse a recall when they are unable to return to work by the timelines prescribed in Article 7.23, which says Teachers must return to work within two (2) working days if unemployed or within two (2) weeks if employed elsewhere.

The Parties acknowledge that given the significant amount of time Teachers have been on layoff, and that some Teachers may need additional time to what is set out in Article 7.23 to make arrangements to return to work.

In light of the foregoing, the Parties agree as follows:

- 1) Teachers who are eligible for recall up to December 31, 2022, and who are unable to return to work in accordance with the timelines in Article 7.23, will have the following options:
 - a. Eligible Teachers may request Sabbatical leave or Education leave in accordance with the provisions of Article 18 of the Collective Agreement; or
 - b. Teachers may opt for an unpaid leave of absence of up to three (3) months without benefits.
- 2) The leave options outlined above may only be taken **one time** by a Teacher before December 31, 2022, regardless of subsequent layoffs and recalls.

3) It will be considered a refusal of recall pursuant to Article 7.24 if:

- a. A Teacher who is recalled is unable to return to work at the end of an approved leave option outlined in 1) a. or b.;
- b. A Teacher who is recalled is unable to return to work and elects not to take a leave allowed for in 1) a. or b.; or
- c. A Teacher who is recalled is unable to return to work and has already taken an approved leave option outlined in 1) a. or b.

4) For a Teacher who has been offered a recall since Feb 25th, 2022 and was unable to return to work, if they were placed at the bottom of the recall list for refusal of a recall, they may be placed back in seniority order of the recall list, to be offered a recall at the next opportunity based on seniority and operational requirements. If they are recalled but are unable to return to work, they will have the leave options in 1) a. or b. available to them. These instances will not incur any other retroactive entitlements to classes they were not assigned prior to the agreement of this Letter of Understanding.

Dated at Toronto, Ontario this ____ day of _____, 2022.

Ali Noori

Ali Noori, ILSC Education Group

Jaida Fullerton

Jaida Fullerton, Ontario Secondary
School Teachers' Federation

Diana Grigorova

Diana Grigorova, ILSC Education Group

Wendy Wells

Wendy Wells, Ontario Secondary
School Teachers' Federation

Steve McMillan

Steve McMillan, Ontario Secondary
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