

**EXTENSION AGREEMENT
("Extension")**

BETWEEN

**Ontario Secondary School Teacher's Federation
("Union" or "OSSTF")**

AND

**CES North America
("CES" or "School")**

In respect of the bargaining unit and representing language teachers in Toronto.

WHEREAS CES and the OSSTF are party to a Collective Agreement that expired on December 31, 2020.

The parties agree that, subject to errors and omissions, and subject to the ratification processes applicable for each party, this Agreement forms the basis of full and final settlement for an extension of collective agreement terms, with the effective date of January 1, 2021 to December 31, 2022.

AND WHEREAS the parties now wish to extend their Collective Agreement until December 31, 2022 without amendment, except as noted herein:

1. New Schedule

- (a) Effective January 1, 2022, the School shall implement a new schedule set out in Appendix 1 attached.
- (b) This implementation of the new schedule may result in teachers having fewer contact hours with students. Notwithstanding this change, teachers who, as of March 1, 2020, as identified in Appendix 2 attached, will not suffer a loss of pay as a result of the implementation of this new schedule.
- (c) Notwithstanding the foregoing, at the end of each month, a tally will be taken as to the differential between the number of contact hours that the teacher referenced in Appendix 2 would have worked under the former schedule, minus the hours in the following month worked under the new schedule. The total of hours will create a monthly bank that the school may apply to having teachers work other duties within what would have been the teachers' normal working hours, or otherwise agreed to by the teacher, for no additional pay. Additional duties may include, but are not limited to, curriculum development, marking, and, on agreement with the Director of Studies, enhanced preparation time. For clarity, the hours accumulated in one month will be applied to the next month and so on. Hours will not be banked beyond the one-month window referred to above. For further clarity, if teachers are not assigned work by the School within a given month, the teacher will have no further obligation to work those bank hours, in subsequent months.
- (d) The School will be sensitive to the consideration of any external work commitments that a teacher may have when assigning such additional duties.

2. Signing Bonus

Employees listed in Appendix 3 shall, on or before July 8, 2022 receive a signing bonus of \$300.00.

3. Statutory Holidays

Notwithstanding Article 10.06.01.01, September 30th will be recognized as a paid holiday upon proclamation as a statutory holiday by the Province of Ontario.

4. Substitute Teachers

(a) The parties agree that the issue of substitute teaching has been a source of concern for some time. Accordingly, the Labour-Management committee will establish a sub-committee to look at all aspects of substitute teaching in the School. The committee shall meet every three (3) months.

(b) In any event, notwithstanding any provision of the Collective Agreement to the contrary, the School will now assume responsibility for finding substitute teacher replacements. While the School will still make use of the substitute teacher roster, a survey will be sent out to all teachers on that list to ensure that they are still willing and able to serve as substitute teachers. Teachers who indicate that they are unable and/or unwilling to serve shall be removed from the list. During the currency of this Agreement, substitute teachers will not be removed from the list for failing to accept a substitute teacher call.

(c) Notwithstanding the foregoing, the School will attempt to utilize full or part-time teachers not yet recalled to work as substitute teachers ahead of teachers on the substitute teacher roster.

(d) All other provisions of Article 13 shall be otherwise applied unless expressly modified above.

5. Vacation Pay Banking

As a result of layoffs due to COVID-19, teachers have a reduced amount of vacation pay that has been accrued to them. In recognition of this fact, teachers may be allowed to accrue vacation pay up to December 31, 2023, so as to enable teachers to take extended vacations with pay at times of their choosing. Notwithstanding the foregoing, a teacher shall be granted vacation time, as per Article 10.0.02.03, without pay or with limited pay, upon the request of the teacher.

6. Professional Development Fund

Starting in 2022, and continuing thereafter, the School will provide the Union with both its professional development fund as well as transparent insight as to where professional development monies have been spent in that year and prospective years.

7. Restrictions on Working for Competitors

The Employer agrees that it shall not restrict a teacher's ability to work elsewhere, including for a competitor.

8. Miscellaneous Changes

Article 20.04.01(c) shall be modified to read: "The teacher may continue to participate in the benefit plans with the teacher paying one hundred (100%) percent of the premium for a maximum of six (6) months."

9. Miscellaneous Revisions

It is expressly understood that by virtue of this Extension, there will be a number of provisions of the Collective Agreement that will require modified interpretation. For clarity, in the event that a provision of the Collective Agreement conflicts with a provision of this Extension, the terms of the Extension shall dictate and govern any interpretation for the duration of the Extension only. It is understood that other than for vacation coverage and substitute teaching assignments, no teacher shall be offered assignment of less than 4 weeks duration unless the teacher is otherwise in agreement.

10. Term

The term of the Collective Agreement shall now be from January 1, 2021 to December 31, 2022.

Unless amended by this Extension Agreement or unless expressly provided otherwise, the terms and conditions of the Collective Agreement between the Union and the Employer shall continue in effect until December 31, 2020, subject to any applicable statutory freeze period.

All of which is agreed at Toronto on this day 4th of March 2022.

Ontario Secondary School Teacher's Federation

[Name] _____

[Position] _____

Centre for English Studies

[Name] _____

[Position] _____

Appendix 1 (Course Schedule 2022):

Class Schedule						
	Monday to Friday					
Communicative Grammar	09:00 am	10:30 am	30 lessons per week	25 lessons per week	20 lessons per week	
Break	10:30 am	10:45 am				
Functional Dialogue	10:45 am	12:15 pm				
Lunch	12:15 pm	1:00 pm				
	Monday to Thursday					
Elective 1	1:00 pm	2:00 pm				
Break	2:00 pm	2:15 pm				
Elective 2	2:15 pm	3:15 pm				

Appendix 2 (Scheduling Employees as of March 1, 2020):

Abdel Malak	Sally
Armstrong	Ian
Barnes	Tom
Belen	Frances
Berce	Taylor
Bilotta	Sabrina
Buchkivska	Iryna
Camperos	Lorrayne
Caplan	Elyse
Chinnappa	Anila
De Freitas	Helen-Ann
DeKock	Bianca (TAP)
Diaz	Paul (TAP)
Elias	Colette
Fast	Byron
Fiorino	Natasha
Galetin	Krystina
Gallo	Francesca
Goodard	Keith
Hao	Shawn
Herbert	Jason
Iraheta	Amanda
Jami	Abeera (TAP)
Khanna	Avreen (TAP)
Kumagai	Gerry
Lewis	Aquisha
Liu	Chantal
Masney	Mary Ann
Mason	Sara
Matera	Lauren (TAP)
Oliveri	Fabrizio (TAP)
Panampunna	Sarah (TAP)
Papadopoulos	Gus
Papatheodorou	Nikki
Patel	Ami
Purcell	Craig
Randazzo	Margaret
Rattlade	Melissa (TAP)
Reid	Daniella
Riazi	Mahta (TAP)
Sabucco	Vanessa
Sallenave	John
Singh	Nikita (TAP)
Small	Sharon (EVE)
Stirling	Vanessa

Stopyra	Krystian
Strange	Lori-Ann
Surtees	Deborah
Sutherland	Toni
Toolsie	Kristin
Tyson	Brianne (TAP)
Waite	Sonya
Wall	Clare
Wilson	John

For clarity, the provisions of this Appendix are only applicable to teachers who return to active teaching on or before August 31, 2022.

Appendix 3: Signing Bonus

Armstrong	Ian
Barnes	Tom
Belen	Frances
Berce	Taylor
Buchkivska	Iryna
Diaz	Paul
Elias	Colette
Fast	Byron
Herbert	Jason
Kumagai	Gerry
Papadopoulos	Gus
Papatheodorou	Nikki
Purcell	Craig
Sallenave	John
Randazzo	Margaret
Small	Sharon
Stirling	Vanessa
Stopyra	Krystian
Strange	Lori-Ann
Surtees	Deborah
Sutherland	Toni
Toolsie	Kristin
Wall	Clare
Wilson	John

For clarity, the provisions of this Appendix are only applicable to teachers who return to active teaching on or before July 8, 2022.

COLLECTIVE AGREEMENT

2016–2019



This Document is set in
Franklin Gothic Heavy, which was designed
by Morris Fuller Benton (1872–1948) in 1902

And

Bembo Book by Monotype (1929), based on a design cut around
1495 by Francesco Griffo for Venetian printer
Aldus Manutius
and named after the poet and cleric
Pietro Bembo.

Typesetting and Layout Design

By

Mark Dallas

COLLECTIVE AGREEMENT

Between

ILSC (Toronto) Inc.

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

And

**Ontario Secondary School Teachers’
Federation**

(hereinafter referred to as **the OSSTF** or **the
Union**)

Representing

The Bargaining Unit composed of those
Employees who are Members of **District 34, ILSC**
(hereinafter referred to as **the Bargaining Unit**)

Effective January 1, 2016
To December 31, 2019

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ARTICLE 1 — PURPOSE OF AGREEMENT

- 1.01 It is the general purpose of this agreement to establish mutually satisfactory arrangements between the School and the Federation, and to provide a mechanism for the prompt and equitable disposition of grievances, and to establish and maintain satisfactory conditions of work and salaries for all Teachers who are subject to the provisions of this agreement.
- 1.02 It is the intent of the parties to maintain harmonious relationships in the joint endeavour to deliver the highest quality of services to students at ILSC (Toronto) Inc.
- 1.03 In the event there is a conflict between the contents of this agreement and any regulation made by the Employer, or on behalf of the Employer, this agreement shall take precedence over the said regulation.

ARTICLE 2 — SCOPE AND RECOGNITION

- 2.01 The Employer recognizes the Ontario Secondary School Teachers' Federation (OSSTF) as the bargaining agent authorized to negotiate on behalf of all Teachers presently employed by the Employer in the City of Toronto save and except Supervisors and persons above the rank of Supervisor, the latter being herein referred to as the Bargaining Unit.

- 2.02 The Employer recognizes the negotiating team of the Bargaining Unit, or its duly authorized representatives, as the group authorized to negotiate and administer a Collective Agreement on behalf of the Union.
- 2.03 The Employer recognizes the right of the Bargaining Unit to authorize OSSTF or any other advisor to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement.
- 2.04 The Employer recognizes the right of a Member to be represented by the Bargaining Union President or Designate at any meeting at which disciplinary action is to be taken.
- 2.05 All Employees shall, as a condition of employment, be required to pay Union dues and any Bargaining Unit dues in accordance with Article 4.

ARTICLE 3 — DEFINITIONS

- 3.01 The following will be the only definitions of Teachers recognized by the Employer and the Bargaining Unit:
- (1) Casual (Substitute) Teacher;
 - (2) Probationary Teacher;
 - (3) Part-time Teacher;
 - (4) Standard-time Teacher;
 - (5) Full-time Teacher.

3.01.01 Probationary Teachers

A newly-hired Teacher shall serve a probationary period of 405 class contact hours. The Employer reserves the right to extend the probationary period for a further 165 class contact hours by mutual agreement with the probationary Teacher and the Bargaining Unit. The reason for the extension shall be forwarded to the Bargaining Unit President. At the end of the Probationary Period, the Teacher shall be classified as a permanent Teacher and accorded all the rights, responsibilities and privileges accorded in this collective agreement.

3.01.02 A Full-time Teacher is one who regularly works 27 (twenty-seven) or more contact hours and/or equivalent duties per week.

3.01.03 A Standard-time Teacher is one who regularly works 21 (twenty-one) contact hours and/or equivalent duties per week.

3.01.04 A Part-time Teacher is one who works less than 21 (twenty-one) contact hours and/or equivalent duties per week.

3.01.05 A Casual Teacher is one who does not have regularly assigned contact hours but is called upon to teach from time to time.

- 3.02 Throughout this agreement, the term “Employee” shall mean a Teacher in the sense that all Teachers are Members of the Bargaining Unit, represented by the Union.
- 3.03 The instructional program of each school day shall be a maximum of 7 (seven) hours including a 1- (one-) hour lunch in the morning and a 15- (fifteen-) minute break in the afternoon unless otherwise agreed to by both parties.
- 3.04 Throughout this agreement the term “Supervisor” shall mean a Member of ILSC Management who is designated by the Employer to have authority over Employees such as the Director, Academic Director, and Program Directors.
- 3.05 Nothing in this agreement shall be construed as a guarantee of a minimum number of hours of employment for any Employee.

ARTICLE 4 – UNION DUES AND ASSESSMENTS

- 4.01 On each pay date on which an Employee receives pay, the Employer shall deduct, from each Employee, the OSSTF dues. The amounts shall be determined by OSSTF in accordance with their respective constitutions and forwarded in writing to the Employer at least thirty (30) days prior to the expected date of change.

- 4.02 The OSSTF dues deducted in accordance with 4.01 shall be remitted to the Treasurer of OSSTF at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than 30 (thirty) days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the Employees, their S.I.N, the amounts deducted, and the number of days worked.
- 4.03 OSSTF shall indemnify and hold the Employer harmless from claims, suits, attachments and any form of liability as a result of such deductions authorized by OSSTF.

ARTICLE 5 – RIGHTS AND RESPONSIBILITIES

5.01 Non Discrimination

The parties agree that there shall be no discrimination practiced by or against Employees on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, gender, sexual orientation, age, marital status, family status, disability or membership in the Union. Breach of this section may be grounds for discipline up to and including immediate discharge.

- 5.01.01 The parties agree that they will not exercise any rights they have under this collective agreement in a discriminatory or arbitrary fashion.

5.02 The Employer shall ensure that Teachers work in a workplace environment free from harassment, including sexual harassment, and the Employer shall take such actions as necessary with respect to any person employed by the Employer engaging in sexual or other harassment, violence or bullying in the workplace in compliance with the *Occupational Health and Safety Act* as amended from time to time.

5.03 No Employee shall be disciplined or discharged without just cause. Probationary Teachers shall be subject to a lesser standard of just cause but accorded procedural fairness.

5.04 Management Rights

The Union recognizes that it is the exclusive right, responsibility and function of the Employer, to manage its facility subject to the terms and conditions of this agreement, to:

- (a) Maintain order, discipline and efficiency; to make and alter rules and regulations, policies and practices.
- (b) Hire, classify, discharge, promote or discipline Employees, provided that a claim with respect to transfer, or a claim that an Employee has been discharged or disciplined without just cause, may be the subject of a grievance and dealt with as hereinafter provided.

- (c) The Employer also reserves the right to supplement and alter, from time to time, the Teachers Handbook.

The amendments contained therein will not be inconsistent with the provisions of this agreement. The Employer agrees to consult with the Union-Management Committee prior to making any significant changes or additions to the Teacher Handbooks, which may affect the status or working conditions of the Bargaining Unit Members. The Employer shall provide a current digital or hard copy of the Teachers Handbook to all Bargaining Unit Members.

- (d) The right to operate and manage the Employer's business in order to satisfy its commitments and responsibilities; the right to determine the kind and location of business to be done by the Employer, the scheduling of work to be performed; job content, quality standards; the right to use improved methods and teaching aids; the right to determine the number of Employees needed by the Employer at any time.
- (e) The right to manage the business of the Employer without interference.
- (f) The right and jurisdiction over operations, buildings, teaching materials and equipment shall be vested in the Employer.

5.05 Existing Practice

The Employer agrees to discuss with a Bargaining Unit representative any proposed modification to existing policies which may affect the status or working conditions of the Bargaining Unit Members.

5.06 Union Rights

5.06.01 The Employer shall provide the Union, on a current basis, with the following information in writing; this information shall include but not be limited to:

- (a) Job postings, hiring, promotions
- (b) Written warnings, suspensions, discharges
- (c) Layoffs, recall
- (d) Extended sick leave(s)
- (e) Resignations, retirements, death

5.06.02 The Employer agrees to inform all interviewees for Bargaining Unit positions that a collective agreement is in effect. The Employer agrees to advise a new Employee of the name of the Union representative. The Employer also agrees to provide all new hires with either a digital or hard copy of the Collective Agreement at the time of hire.

- 5.06.03 The Union shall be allowed to carry out Union business on the Employer's premises at times and locations approved by the Employer. The Employer will provide dedicated secure accessible storage space for a filing cabinet.
- 5.06.03.01 Upon at least one week's written notice from the Federation, the Employer shall grant (subject to the requirements of the Employer) leave for the purposes of carrying out Federation business. Any such leave shall be for no longer than one week and no greater than 3 (three) Employees at any time. Total leave under this clause in any contract year shall not exceed 22 (twenty-two) working days.
- 5.06.03.02 The Federation agrees to reimburse the Employer at the actual replacement cost.
- 5.06.04 The Union shall be allowed the use of a notice board in a mutually agreed location to post notices relating to matters of interest to the Union Members. The Employer shall not unreasonably restrict the posting of materials pertaining to the Union's business.
- 5.06.05 The Employer recognizes the Union's right to select Stewards to represent Union Members at disciplinary hearings and on the Union-Management Committee.

5.07 Union-Management Committee

A Union-Management Committee shall be maintained. It shall be composed of 2 representatives of the Union and 2 representatives of the Employer. Should the committee agree in advance that it would be beneficial to request the attendance of additional persons to attend solely for the purposes of providing input into the matter(s) to be discussed, then such an invitation may be issued.

- 5.07.01 The Committee shall meet within 5 (five) days upon the request of either party. A proposed agenda shall be forwarded with the request for a meeting.
- 5.07.02 The Committee is established for the purpose of enabling the parties to consult during the term of this agreement about issues relating to the workplace that affect the parties or any Employee bound by this agreement.
- 5.07.03 The Committee shall not deal with grievances or have the authority to bind either party, but only to make recommendations to their respective principals.
- 5.07.04 The Employer agrees to discuss with the Bargaining Unit new or amended job descriptions as they are developed.

ARTICLE 6 — STAFFING REQUIREMENTS

- 6.01 It is agreed that the business of the Employer is driven by the number of students that enrol. Given the constant expansion & contraction of this number, it is impossible for the Employer to project the number of classes and required Teachers in advance.
- 6.02 In order to be considered for increased hours of work beyond the Teacher's regularly scheduled hours, Teachers who are desirous of participating will indicate their availability. A Teacher must advise the Academic Director in writing on a form provided by the Employer prior to November 30. A roster of Teachers for the following calendar year will be created from those who have given notice and said roster shall be the basis for consideration when/if such opportunities should arise. Teachers may elect to add or withdraw their names from the roster provided the Academic Director is advised in writing at least 4 weeks prior to the start of the session.
- 6.03 Teachers with the relevant skills and experience will be offered the available opportunity based on seniority. A Teacher may decline one offer. If the Teacher declines a second offer in the calendar year, then he/she shall be removed from the roster for the remainder of the year.
- 6.04 All vacancies that cannot be filled through the procedure stipulated in the foregoing shall be assigned to qualified and available Teachers, regardless of their seniority.

ARTICLE 7 — PROBATION, SENIORITY, LAYOFF AND RECALL

- 7.01 All probationary Teachers shall be offered permanent positions after successfully completing a total of 405 class contact hours. The probationary period may be extended for a further 165 class contact hours by mutual agreement with the probationary Teacher. Reason(s) for extension shall be provided to the Bargaining Unit President.
- 7.02 The probationary period is to provide the Employer an opportunity to appraise and evaluate the Employee's suitability for employment in the School.
- 7.03 At any time during the probationary period, an Employee may be dismissed by the Employer for unsuitability subject to the provisions of Article 5.
- 7.04 Upon successful completion of probation, the new Employee will continue to work his or her usual hours until demand and seniority require otherwise.
- 7.05 The offer of a teaching position is no guarantee of work hours, which will be scheduled as demand dictates and according to the work available for which the Teacher is qualified.

- 7.06 Seniority
- 7.06.01 Seniority for an Employee shall be defined as hours paid for class contact and other assigned duties as set out in Appendix B (p 49).
- 7.07 After successful completion of probation, the name of the Employee shall be placed on the Seniority List in order of the number of hours worked since the first day of employment.
- 7.08 When two or more Employees have the same seniority, the most senior shall be determined by lot conducted by the Union who shall then inform the Employer of the results.
- 7.09 An updated Seniority List shall be posted in each staff room and a copy provided to the Union on the 15th day of each of the months of January, May and September of each year. The seniority list shall be open for correction for a 45-day period, and will thereafter be deemed accepted for all purposes of this agreement up to the next posting.
- 7.10 Corrections can only relate to calculations based on the period after the date of the immediate prior posting of the Seniority List.

- 7.11 Seniority shall be lost, and the Employee shall no longer be an Employee, if an Employee:
- (a) Resigns from the employ of the School; or
 - (b) Is discharged for just cause; or
 - (c) Is absent without permission and without just cause for longer than 2 (two) working days; or
 - (d) Is laid off and fails to report for work within two working days after the expected start date, unless the Employee has invoked a suspension of recall rights; or
 - (e) Is laid off for more than one year; or
 - (f) Declines a second offer of appointment or assignment; or
 - (g) Receives payment pursuant to 7.28.
- 7.12 A layoff may occur due to insufficient work, change in organizational structure, or the reduction of a program, an activity or service.
- 7.13 An Employee who is temporarily assigned in writing to a greater number of hours of work shall not be considered laid off on returning to the prior assigned hours at the end of a temporary assignment.
- 7.14 Seniority shall be the deciding factor when determining who to layoff or whose hours to reduce,

provided the Teachers remaining have the specific relevant skills and experience to do the work.

- 7.15 An Employee with greater than 1 (one) year of seniority shall be entitled to 2 (two) weeks' notice or pay in lieu of notice if the layoff is due to the level of enrolment in any intake and if the lay-off is reasonably anticipated to be greater than 6 (six) weeks.
- 7.16 All notices will be in writing with a copy to the Bargaining Unit President or Designate, stating the date of the notice and the date on which the layoff is to occur.
- 7.17 Teachers who have been laid off are subject to recall for 12 (twelve) months from the effective date of the layoff.
- 7.18 If class contact hours of Teachers are reduced as a result of enrolment, those Teachers shall have recall rights to their original entitlement before other Teachers are given the opportunity with seniority considered.
- 7.19 No Employees shall be hired while qualified Employees are laid off and have recall rights. Notwithstanding the previous sentence, if all qualified Employees having recall rights refuse a position; the Employer may fill the position with a new Employee.
- 7.20 Recall shall be to the position from which the Employee was laid off whenever possible, or when not

possible, to an equivalent position for which the Teacher is capable.

- 7.21 A Standard or Part-time Employee with recall rights shall only have the right to be recalled to a Standard or Part-time position. It is understood and agreed that if a more senior Teacher is not available or interested; the Employer shall offer the Full-time position to a Standard or Part-time Teacher.
- 7.22 A Full-time Teacher with recall rights may be recalled to a Standard or Part-time position if a Full-time position is not available. A Teacher may decline the first recall and such refusal will not affect recall rights. If the Teacher accepts the Standard or Part-time position, the Employee retains recall rights to a Full-time position for the original recall period. This forgoing also applies to Standard and Part-time Teachers with the appropriate modifications to levels to which they may be assigned.
- 7.23 Teachers must return to work within 2 (two) working days if unemployed, within 2 (two) weeks if employed elsewhere. An Employee employed elsewhere shall give the Employer notice of his/her intent within 2 (two) working days of receipt of Notice of Recall. It shall be sufficient for the Employer to send Notice of Recall to the Employee by Registered Mail to the Employee's last known address.

- 7.24 A Teacher may refuse recall only once and will be placed at the bottom of the recall list. A second refusal shall result in loss of seniority, and the Teacher shall cease to be an Employee of the School.
- 7.25 A dismissal for just cause does not constitute a layoff.
- 7.26 When a Teacher's workload has been reduced by more than 50% due to layoff, the Employer will issue a Record of Employment if so requested by the Teacher.
- 7.27 Notwithstanding 7.24, an Employee on layoff with recall rights may be offered substitute work for which the Employee is qualified. In such a situation, recall rights are not affected whether the Employee accepts the work or not. If the Employee accepts the assignment, no notice of the end of the assignment is required. The Employee must advise the Employer in writing of the wish to receive such offers.
- 7.28 In the event of a permanent closure of all or part of the business each Employee affected will be paid an amount equal to one week's wages for each year worked at their applicable rate of pay as set out in Appendix A (p 48). For the purposes of this article, years worked will be construed as being years of continuous service from the Employee's last date of hire at ILSC Toronto. This amount is inclusive of any entitlement that an Employee may have under the *Employment Standards Act, 2000*.

ARTICLE 8 — EVALUATION AND PERSONNEL FILE

8.01 Evaluation Process

8.01.01 The evaluation process shall be reasonable, non-discriminatory and fair.

8.01.02 Informal Observations

Informal drop-in observations may be made by the Employer at any time, with or without prior notification.

Formal Performance appraisals

A minimum of 24 hours' notice shall be given to the Employee prior to annual or probationary appraisals. All parties will be provided with itemized criteria used for evaluations. The appraisals shall be carried out by management personnel only and no Member of the Bargaining Unit shall evaluate or participate in the evaluation of another Member. Generally, the Academic Director shall perform the evaluations but the Employer reserves the right to designate other individuals who the Employer deems to have the requisite background, experience or training to conduct the evaluations.

8.01.03 The Union-Management Committee shall review and recommend modifications (if required) to the current performance appraisal process. It is understood that such meeting(s) shall be without cost to the Employer and the Union.

8.02 Personnel File

- 8.02.01 The Employer shall keep in a single Personnel file an Employee's employment history, evaluations, absences, and disciplines. Payroll records and non-performance-related matters may be kept in a separate file(s).
- 8.02.02 An Employee shall be entitled to review in the presence of the Employer, and/or be given copies of any or all material contained in the personnel file for the Employee upon request, on one day's prior notice.
- 8.02.03 Documents contained in an Employee's personnel file which are of a disciplinary nature shall be removed from the file and returned to the Employee no later than 2 (two) years after their date of issue provided that no additional disciplinary notations of the same nature occur. No continuing reference to the documents shall remain in the file after the two-year period.

ARTICLE 9 — CONDUCT AND DISCIPLINE

- 9.01 An Employee may be disciplined or dismissed for just and reasonable cause, or as provided in the article dealing with probation. An Employee disciplined or dismissed by the Employer may grieve such action.

- 9.02 The parties recognize the principles of progressive discipline. However, the parties also recognize that in cases of extreme misconduct, progressive discipline is not applicable.
- 9.03 If the Employer intends to meet with a Teacher for disciplinary or dismissal purposes, the Teacher and the Union shall be so advised in advance. The Employer shall also advise that the Teacher has the right, if the Teacher wishes, to have the Bargaining Unit President, or Designate, present at the meeting. This provision does not apply to meetings related to performance evaluation unless disciplinary steps are contemplated.
- 9.04 In the case of an alleged breach of conduct on the part of an Employee covered under this agreement, the designated person shall notify the Employee within 24 hours (exclusive of Saturdays, Sundays, or holidays) of the Employer having become aware of the incident, of the particulars, with a copy of the same to be forwarded to the Union.
- 9.05 If the Union, as the bargaining agent, refers matters of discipline to arbitration, the arbitrator may sustain, revoke, or alter a penalty. In the event a grievance has been sustained where an Employee has been suspended, demoted or dismissed, the remedy shall be as the arbitrator determines is just and equitable.
- 9.06 Disciplinary action taken against an Employee will not be used against that Employee after 2 years following such action, provided no additional disciplinary notations of the same nature occur.

ARTICLE 10 — GRIEVANCES AND ARBITRATION PROCEDURE

10.01 Definitions

- (a) A grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this agreement, including any question as to whether a matter is arbitrable.
- (b) A “party” shall be defined as:
 - (i) the Bargaining Agent (or the Union)
 - (ii) the Employer
- (c) “Days” shall mean regular work days unless otherwise indicated

10.02 Purpose

It is the mutual desire of the parties that grievances be adjusted as quickly as possible. Any resolution at the informal stage is without prejudice and shall not be a precedent binding either party in any future action.

10.03 Informal Stage

A Member, with the concurrence of the Bargaining Unit, may initiate a complaint with a Program Director, who shall answer the complaint in writing within 5 (five) days after receipt of the complaint. Any resolution at the informal stage is without prejudice and shall not be a precedent binding either party in any future action. Failing appropriate resolution, the Bargaining Unit may initiate the grievance at Step 1 as described in 10.04.

10.04 Grievance Procedure — Individual Employee

STEP 1 If the response of the Program Director at the Informal Stage is not acceptable to the Bargaining Unit, then within 5 (five) days the Bargaining Unit may file a written grievance with the Academic Director who shall answer the grievance in writing within 10 (ten) days after receipt of the grievance.

The grievance shall contain:

- (i) a description of how the alleged dispute is in breach of the Agreement; and
- (ii) the clause(s) in the Collective Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the Bargaining Unit.

STEP 2 If the response of the Academic Director is not acceptable to the Bargaining Unit, then within 5 (five) days the Bargaining Unit may file a written grievance with the Director who shall answer the grievance in writing within 10 (ten) days after receipt of the grievance.

STEP 3 If the reply of the Director of the School is unacceptable to the Bargaining Unit, the Bargaining Unit may then apply for arbitration within 20 (twenty) days of the receipt of the reply.

Section 48 (16) of the *Labour Relations Act* does not apply to the parties.

10.04 Group Grievance

A “Group Grievance” is defined as a single grievance, signed by the Bargaining Unit President or Designate, comprising two or more Employees. Such a grievance must be dealt with at successive stages applicable to an Individual Grievance as set out in 10.04, except that the procedure shall commence at STEP 2.

10.06 The parties to this Agreement recognize the Bargaining Unit President or Designate as the Agent through which the Employees shall process their individual and/or group grievances.

10.07 Policy Grievance

A "Policy Grievance" is defined as a difference between the parties relating to the interpretation, application and administration of the provisions of Collective Agreement including whether the matter is arbitrable.

10.07.01 A policy grievance may be submitted by either party. If the Union is submitting a policy grievance, then it shall be signed by an OSSTF Representative and submitted to the Employer. If the Employer is submitting a policy grievance, then it shall be signed by the Employer or his Representative, and submitted to the OSSTF Representative with all modifications in the grievance procedure.

STEP 1 Within 10 (ten) days of the occurrence of the difference, the party making the grievance may make a written grievance to the Director of the School or the President of the Bargaining Unit, as the case may be, who shall answer the grievance in writing within 5 (five) days. The grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the agreement, and
- (ii) the clause(s) in the Collective Agreement alleged to be violated; and
- (iii) the relief sought; and
- (iv) the signature of the duly authorized official of the party making the grievance.

STEP 2 If the reply of the President of the Bargaining Unit or the Director, as the case may be, is not acceptable to the party making the grievance, that party may then, within 20 (twenty) days of receipt of the reply, refer the matter to arbitration.

10.08 Arbitration

- (a) When either party decides to submit a grievance to arbitration, the other party shall be so advised in writing and said notice shall include the names of 3 (three) proposed nominees to act as sole arbitrator.
- (b) The other party shall within 5 (five) working days either acknowledge acceptance of 1 (one) of the proposed nominees or may propose 3 (three) other nominees.
- (c) If the parties are unable to agree on an Arbitrator within 10 (ten) working days either party to the dispute may request the Minister of Labour to appoint an Arbitrator.
- (d) A grievance may be submitted to expedited arbitration under Section 49 of the *Labour Relations Act*.

10.09 The Arbitrator shall not have the power to alter or amend any of the provisions of the Collective Agreement.

10.10 Cost of Arbitration

The fees of the Arbitrator shall be shared equally by the parties.

10.11 Time Limits

Time limits in this article are mandatory unless extended by written mutual agreement. If a party does not comply with the time limits in processing their grievance, or referring the matter to arbitration, and there is no written mutual agreement to extend the time limit, then the matter shall be deemed to be abandoned.

10.12 There shall be no reprisals of any kind taken against any Member because of participation in the grievance or arbitration procedure under this agreement.

ARTICLE 11 — NO STRIKE OR LOCKOUT

11.01 There shall be no strike or lockout during the term of this Agreement contrary to the provisions of the *Labour Relations Act of Ontario*.

ARTICLE 12 – WAGES

12.01 Wages

- 12.01.01 Hourly wages shall be determined according to Appendix A attached hereto (p 48) and forming part of this agreement.
- 12.01.02 No Employee covered under this agreement shall be paid an hourly rate more or less than any other Employee who possesses the same or equivalent qualifications and recognized teaching experience and has the same or equivalent responsibility.
- 12.01.03 No current Employee shall suffer a reduction in hourly rate as a result of the implementation of the wage schedule.
- 12.01.04 Any period of service on probation shall not prevent, conceal or retard any increases in the hourly rate as provided in the salary schedule.
- 12.01.05 For the purpose of movement on the wage schedule, Employees shall move to the next higher wage rate annually on the anniversary date of their commencement of employment with the Employer.
- 12.02 Related Teaching Experience for Grid Placement
 - (a) Notwithstanding 12.01.02, newly-hired Teachers shall be credited a maximum of one year for all documented

relevant teaching experience for placement on the wage scale. Relevant teaching experience is defined as ESL or EFL to adult and/or young international students in immersion-type programs or an ESL or EFL institution. For purposes of calculation, the year shall be measured as the completion of 1,092 teaching hours.

- (b) Teachers will be required to furnish written documentation from previous Employers to substantiate their experience. The documentation must be received within 60 (sixty) days of employment.

12.03 Reimbursement by Employer of Legal Costs

The Employer agrees to provide legal representation in cases where an action is brought simultaneously against the Teacher and the School and where the interests of the Teacher and the School do not conflict.

12.04 Pay Date

- 12.04.01 Wages will be paid bi-weekly (26 pay periods in a year) on the days or dates as set out for all time worked. If those days fall on a weekend or statutory holiday, wages will be paid on the preceding banking day.

- 12.04.02 Teachers who leave the Employer's employ will be paid any wages owing up to the last day worked and any outstanding vacation pay to which they are entitled.

- 12.04.03 Teachers' pay will be paid by direct deposit to a financial institution of the Teacher's choice.
- 12.04.04 Teachers shall submit a timesheet every two weeks to the Academic Director. The timesheet shall contain hours worked Monday to Saturday of weeks 1 and 2 or 3 and 4 respectively and shall be submitted to the Academic Director by the deadline indicated on the timesheet. The timesheet shall contain contact hours worked, meeting time, extra-curricular student activity time and additional hours for assigned out-of-class duties/projects. Any additional or project hours must be approved and quantified by the Academic Director in advance of such duties being performed. Curriculum development shall be carried out during normal business hours and shall be paid at the base hourly rate.
- 12.04.05 All absences, paid and unpaid and any additional hours must be recorded on the timesheet and properly identified.

12.05 Vacation and Holiday Pay

12.05.01 The following shall be recognized as paid holidays:

New Year's Day	Family Day
Good Friday	Victoria Friday
Canada Day	Simcoe Day
Labour Day	Thanksgiving Day
Remembrance Day	Christmas Day
Boxing Day	

And any other day proclaimed as a statutory holiday by the Government of Canada or the Province of Ontario.

12.05.02 Teachers, excluding casual Teachers, shall receive their regular wages for the holiday provided they meet the conditions set out in the *Employment Standards Act 2000 and Regulations*.

12.05.03 Full, Standard and Part-time Teachers on vacation on a said holiday shall be paid for the holiday subject to the terms described in Article 12.05.02 and will receive the credit for the vacation in the pay period.

12.05.04 If any of the said holiday days fall on a Saturday or Sunday, the Employer shall schedule a lieu workday off with pay in accordance with the needs of the School and in accordance with the *Employment Standards Act*.

12.06 Vacations

12.06.01 Full, Standard and Part-time Teachers after one year of employment shall be granted vacation with pay according to the following:

Years of Service	Vacation
On completion of 1 year of service	2 weeks @ 4% of previous year's earnings
On completion of 2 years of service	3 weeks @ 6% of previous year's earnings
On completion of 5 or more years of service	4 weeks @ 8% of previous year's earnings
On completion of 10 or more years of service	5 weeks @ 10% of previous year's earnings
On completion of 14 or more years of service	6 weeks @ 12% of previous year's earnings

For Employees who have not completed 1 year of service as of December 31

1 day per month of service
to a maximum of 10 days @4% of previous year's earnings.

- 12.06.02 Years of service shall be based on the Employee's current date of hire and anniversaries of that date.
- 12.06.03 An Employee must take at least 2 (two) weeks of vacation in each year of service, starting after year one. Alternatively, a written request may be made for any vacation time exceeding the 2 (two) weeks not taken by the end of the calendar year, to be paid in cash, or they may make written requests for deferring vacation days in excess of two weeks to the Academic Director prior to February 28th. Approval for such requests shall be subject to the staffing requirements of the School.
- 12.06.04 Vacation entitlement will be calculated from January 1 to December 31 of any given year. Teachers will be required to submit their choices of vacation in writing to their Supervisor by February 28th of each year. Allocation of vacation will be made on the basis of seniority and the needs of the business.
- 12.06.05 If a Teacher fails to submit a vacation request by February 28th in any year in which they are entitled to take a vacation, the Employer may at its discretion schedule the Teacher's vacation.
- 12.06.06 Subject to the staffing requirements of the School, once a vacation request has been approved, it will not be cancelled or amended by the Employer without good reason. If an Employee wishes to

cancel or amend their vacation time, it must be with the approval of the Academic Director.

- 12.06.07 Casual Employees shall be paid 4% of gross earnings as per current practice.

ARTICLE 13 – HOURS OF WORK, WORKLOAD AND ASSIGNMENTS

- 13.01 A Teacher shall be paid for instruction, general staff meetings, projects, and preparation time.
- 13.02 Teachers may be asked to perform initial placement tests and interviews as required on intake days. The Teacher shall be paid the equivalent contact hours.
- 13.03 The Employer may request Teachers to lead extra-curricular student activities. Leading extracurricular student activities is optional work. If a Teacher agrees to lead extra-curricular student activities, the Teacher shall be paid at the Teacher's regular hourly rate.
- 13.04
- (a) Teachers working 6 contact hours or equivalent duties per day shall be entitled to 2 paid 15-minute breaks and a minimum 1-hour unpaid meal break.
- (b) Teachers working 4.5 contact hours or equivalent duties shall be entitled to 1 paid 15-minute break and a minimum 1-hour unpaid meal break.

- (c) Teachers working 3 contact hours or equivalent duties shall be entitled to 1 paid 15-minute break.
- (d) No Teacher shall be assigned continuous contact time in excess of 2 hours (120 minutes).

13.05

- (a) Instructors will be assigned available classes to a maximum of 6 (six) contact hours per day unless mutually agreed otherwise. Subject to operational and scheduling requirements, less than maximum hours will be assigned only after all maximum hours have been assigned.
- (b) An Employee may request less than maximum hours. Such requests must be in writing, and must be submitted to the Employer at least 4 (four) weeks prior to the start of the session for which reduced hours are requested. Denials shall be in writing but no request shall be unreasonably denied. An Employee who is working less than the maximum hours as a result of the request under this article shall return to maximum hours, provided the Employee gives the Employer written notice at least 4 (four) weeks prior to the start of the session for which a return to maximum hours is requested and further provided that work the Employee is qualified to perform is available.

- 13.06 In setting teaching assignments, the Employer will carefully consider written requests from Teachers who

have completed probation for transfers to other programs, courses or levels for which they are considered qualified. Such requests should be made in writing at least 4 weeks before the start of that session.

13.07 One Teachers' meeting will be held in each four-week session. These meetings will be held during the lunchbreak of the 3rd Thursday of each session. Meeting time will be paid at the basic hourly rate.

13.08 All Employees will be provided with copies of relevant levels of curriculum and a list of corresponding texts available in the school.

13.09 Reasonable Access

The Employer shall ensure that each Employee has reasonable access to work areas, records, supplies, textbooks and all other amenities necessary to the duties assigned, including computers, printers and functioning photocopiers.

13.10 If a Teacher reports for work and the Employer closes the school early or temporarily in exceptional circumstances, the Teachers shall not suffer a loss in pay for that day. It is also understood and agreed by both parties that if the teaching time lost has to be made up, there will not be any additional wages paid for the made-up time.

13.II Lesson Plans

Lesson Plans are defined as the following:

- (a) A document detailing the materials covered and methods of delivery used during class time on a daily basis.
- (b) A document listing the material and topics to be covered on a sessional basis.

13.II.01 Lesson Plans shall be required by the Employer under the following conditions:

- (a) From all probationary Teachers for each class taught in a session if requested by the Employer.
- (b) From all Teachers, for class(es) in which the Employer will conduct an observation for the Teacher's performance evaluation. The daily lesson plan must be given to the Employer at the start of the class to be observed.
- (c) From all Teachers teaching a level, program and/or curriculum they have not taught before if requested by the Employer.
- (d) From all Teachers who are receiving remedial training or support until their performance improves to satisfactory levels. Lesson Plans for the session must be turned in as soon as possible but no later than Tuesday of the second week of the session.

- (e) From all casual/substitute Teachers as per 14.02 (b)
- 13.12 Preparation time (for paperwork, assessment and evaluation, preparation of lessons, curriculum consultation, copying, etc.) for Teachers shall be paid at a 15% (fifteen percent) premium, the applicable hours set out in Appendix B (p 49).
- 13.13 Contact hours and/or equivalent duties shall be assigned on the basis of seniority and relevant experience.
- 13.14 Class Enrollment
- Class enrollment shall not exceed 17 students or the capacity of the classroom, whichever is less.

ARTICLE 14 – STAFFING

- 14.01 Required Qualifications
- All Teachers shall have the following minimum qualifications:
1. An undergraduate degree from an accredited university, and
 2. A minimum of TESL Canada Level One Professional Certification or a recognized equivalent training from an accredited university or a Teacher training program recognized by Languages Canada.

14.02 Teacher Absences

- (a) The Employer shall be responsible for arranging for a substitute Teacher in the event of an absence.
- (b) The Teacher agrees to leave the substitute Teacher a lesson plan and required materials for short absences up to 2 (two) days. For absences of more than 2 (two) days, a basic plan only need be provided for the third and subsequent days of the absence.

14.02.01 When a Teacher is absent or scheduled to be absent, the Employer must not replace the Teacher permanently but provide a substitute Teacher for the duration of the absence, allowing the Teacher being substituted for to return to the position they occupied prior to the absence.

14.02.02 Substituting can be performed by Non-Bargaining Unit Members when Bargaining Unit Members are not available.

ARTICLE 15 – OCCUPATIONAL HEALTH AND SAFETY

15.01 The parties agree to comply with the obligations pursuant to the *Occupational Health and Safety Act* and regulations (as amended from time to time) made thereunder.

15.02 The Bargaining Unit shall forward to the Employer the name of its representative to the Joint Occupational Health and Safety Committee.

ARTICLE 16 — BENEFITS

- 16.01 With respect to the insured fringe benefits provided under the current benefit plan, the premiums for all Full-time and Standard Teachers who have completed the probationary period shall be shared between the Employer and Employees at the proportion of 85% (eighty-five percent) paid for by the Employer and 15% (fifteen percent) paid by the Employee.
- 16.02 Employees who are laid off and who have recall rights shall continue on the appropriate benefit plans for the calendar month during which the layoff occurs, and the month following, provided the Employee prepays the Employee's share of the premiums. The Employee may continue on the appropriate benefit plans, in accordance with the policy of insurance issued to the Employer (3 calendar months).
- 16.03 Teachers on leave of absence without pay may maintain their benefit plans, to the degree and for the period of time in accordance with the policy of insurance issued to the Employer for a period of 3 calendar months, by pre-paying the premiums in full, and may use post-dated cheques.
- 16.04 The Bargaining Unit shall be notified, through the Union-Management Committee, should the Employer

choose to modify, or change the carrier of the benefit plans.

- 16.05 With the exception of Employees who have been declared disabled in excess of 1 (one) year, no Employees shall be discharged while receiving benefits under a sickness or disability plan. Employees who become employed elsewhere while receiving these benefits shall be subject to immediate dismissal.
- 16.06 The surviving spouse and/or dependants of an Employee shall be entitled to benefit coverage for twenty-four (24) calendar months in accordance with the policy of insurance issued to the Employer.

ARTICLE 17 — PAID SICK LEAVE

- 17.01 Protection on Sick Leave
 - 17.01.01 An Employee who is unable to report for work as the result of illness or injury shall be considered to be on a medical leave of absence provided the Employee has contacted the Employer. Employees absent for more than 3 (three) consecutive days for illness or injury may be required to supply the Employer with a note from their physician/healthcare provider. The Employer agrees to reimburse the Employee for the cost of the medical certificate when one is requested.
 - 17.01.02 An Employee on a medical leave of absence shall remain covered by the terms and conditions of this agreement

unless otherwise stated. The Employee shall not receive pay during the leave of absence beyond his/her allocation of sick days.

17.01.03 The Employer shall not terminate the employment of any Employee on an approved medical leave of absence for a period of up to one year but may thereafter.

17.02 Sick Days

17.02.01 The Employer shall maintain a sick leave plan for every Employee who is a Member of the Bargaining Unit, and shall maintain a record of each Employee's sick days.

17.02.02 All regular Employees working 15 contact hours or equivalent duties or more shall be entitled to 10 (ten) days of sick leave in a calendar year paid at the current daily rate for the session during which the sick leave occurs. A regular Employee who meets the criteria set out in this clause, but has less than one year of service shall be granted, on completion of their probationary period, a prorated number of sick days on the basis of one day for each two remaining months from the completion of probation until the following December 31st.

17.02.03 Employees who are entitled sick leave, as enumerated in Article 17.02.02, may utilize 4 (four) days per calendar year for emergency family leave to care for

an ill Member of the Employee's immediate family, provided that whenever possible at least 24 hours' notice is given to the Academic Director.

- 17.02.04 Employees on paid sick leave shall not have their paid work hours reduced while on sick leave.

ARTICLE 18 — LEAVES OF ABSENCE WITHOUT PAY

18.01

- a) The Employer may, subject to the staffing requirement of the Employer, grant to any Teacher a leave of absence without pay for good reason.

In those circumstances where leave is granted, there shall be no guarantee that the Teacher will be able to return to the same position held prior to the leave, unless mutually agreed upon in writing between the Teacher and the Employer prior to the leave taking effect.

- b) Subject to the requirements of the Employer, Employees who have worked at ILSC for more than 8 (eight) years may apply for a leave of absence of at least 6 (six) months and not exceeding 1 (one) year. An Employee may apply for a second leave of absence under this clause no sooner than after 5 years of active work subsequent to their return from their first leave of absence under this clause.

- 18.02 Notice of requested leave of absence shall be provided to the Employer 4 (four) weeks in advance of the proposed commencement.
- 18.03 Leave shall be with no gain or loss of seniority and be for a maximum of 1 (one) year.
- 18.04 Educational leave (only for regular Employees who have completed probation) may be granted without pay for a period not exceeding 12 (twelve) months. The Employer will advise the Employee in writing, with stated reasons, in a reasonable period of time of the approval or refusal of such. Such Employees will accumulate seniority and shall be returned to their former position at the end of such leave. Educational leave shall be requested in writing 4 (four) weeks before commencement of leave and notice of return shall be given 4 (four) weeks before the end of the leave.
- 18.05 Employees on unpaid leave are not permitted to work for a competitor employer in the 416 and 905 telephone regions during the course of the leave, unless mutually agreed upon in writing between the Employer and the Employee prior to the commencement of leave.
- 18.06 The Employee taking the leave shall retain benefits coverage provided that the Employee pays the full premium cost.

- 18.07 Employees on a leave in accordance with Articles 18.01 and 18.05 who are enrolled in the benefit plans may arrange to reimburse the Employer for the cost of the benefit premiums by way of automatic chequing.
- 18.08 Employees who are reimbursing the Employer for the cost of benefit premiums by way of automatic chequing must give the Employer 2 (two) months clear notice in writing before the Employees will cease requesting withdrawals.

ARTICLE 19 – SHORT-TERM PAID LEAVES OF ABSENCE

- 19.01 Short Term Leaves for Personal Reasons
- 19.01.01 Employees shall be entitled to short-term leaves as indicated in 19.01.03 without loss of salary, sick days, benefits, experience or seniority.
- 19.01.02 An Employee shall make reasonable effort to notify the Employer in writing prior to taking the leave in accordance with 19.01.03. Where an emergency prevents prior notification of the need for the leave, an Employee shall notify the Employer verbally as soon as possible of the leave which has been taken and confirm the leave in writing to the Employer at the earliest possible date.
- 19.01.03 An Employee shall be entitled to short-term personal leave each work year subject to the following limitations:

- (a) Death of spouse or child — 5 days
 - (b) Death of a parent or sibling — 3 days
 - (c) Death of a family member other than spouse, child, parent or sibling — 1 day
- 19.02 All short-term leaves may be extended for personal reasons without loss of sick leave, benefits, experience or seniority by the Academic Director or Director for compassionate reasons.
- 19.03 An Employee whose need for leave exceeds the workday's limits stated in 19.01.03 may apply to the Employer for unpaid leave. Such requests shall not be unreasonably denied.
- 19.04 An Employee called for service as a juror or subpoenaed as a crown witness shall be paid the difference between the wages received and the amount of earnings lost by reason of such service for a period not exceeding 15 days. To qualify, an Employee must produce proof that absence was due to serving as a juror or crown court witness and must be available for work whenever excused from appearing as a crown witness or from jury duty.

ARTICLE 20 — PREGNANCY LEAVE, PARENTAL LEAVE AND FAMILY CARE LEAVE

- 20.01 The Employer agrees to abide by the pregnancy, parental, and family care leave provisions of the *Employment Standards Act, 2000*.

ARTICLE 21 — PART-TIME TEACHERS (WORKING LESS THAN 21 CONTACT HOURS OR EQUIVALENT DUTIES PER WEEK)

- 21.01 Shall be entitled to all the rights and privileges of this collective agreement as if they were employed on a Full-time basis, save and except where this agreement declares otherwise.
- 21.02 An Employee in a Part-time position shall have access to all unpaid leaves provisions of this agreement, save and except where the agreement declares otherwise.
- 21.03 Applications of Full-time Teachers requesting a Part-time position shall be granted by the Employer based on the staffing requirements of the Employer.

ARTICLE 22 — PROFESSIONAL DEVELOPMENT

- 22.01 The Employer will continue its current practice with regards to Professional Development, to an annual maximum of \$750.00 (seven hundred and fifty dollars), \$800 (eight hundred dollars) effective January 1, 2017, and \$875 (eight hundred and seventy-five dollars effective January 1, 2018, and \$1,000 (one thousand dollars) effective January 1, 2019.

An Employee who has greater than one year of seniority may elect, annually, as part of their professional development allocation, with prior approval, to purchase, and upon submission of receipts obtain reimbursement of up to \$200.00

(two hundred dollars), inclusive of HST, for the purchase of acceptable teaching resources such as books and DVDs to be used exclusively for education purposes while teaching at the Employer's locations

ARTICLE 23 — DURATION AND RENEWAL

- 23.01 This Agreement shall be in effect from date of ratification until December 31st, 2019 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other in writing, within 90 (ninety) days of the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Agreement, in accordance with the Ontario Labour Relations Act.
- 23.02 If either party gives notice of its desire to negotiate, the parties shall meet within 15 (fifteen) days from giving notice to commence negotiations.
- 23.03 No changes can be made to this Agreement without the mutual written consent of the parties and without the ratification of the Union Membership.

ARTICLE 24 — CONTRACTING OUT

- 24.01 The Employer shall not contract out Bargaining Unit work if doing so would result in the layoff of Bargaining Unit personnel who are capable of performing the work.

APPENDIX A – WAGE GRID

	2016	2017	2018	2019
Probationary	\$24.40	\$24.40	\$24.40	\$24.40
Probationary w/ experience	\$24.77	\$24.77	\$24.77	\$24.77
0 to 1 years	\$25.14	\$25.52	\$25.90	\$26.42
1 to 2 years	\$26.27	\$26.66	\$27.06	\$27.60
2 to 3 years	\$27.09	\$27.50	\$27.91	\$28.47
3 to 4 years	\$28.02	\$28.44	\$28.87	\$29.45
4 to 5 years	\$29.10	\$29.54	\$29.98	\$30.58
5 to 6 years	\$29.88	\$30.33	\$30.78	\$31.40
6 to 7 years	\$30.70	\$31.16	\$31.63	\$32.26
7 to 8 years	\$31.42	\$31.90	\$32.37	\$33.02
8 to 9 years	\$32.20	\$32.68	\$33.17	\$33.83
9+ years	\$33.03	\$33.69	\$34.36	\$35.05

- I For teachers with an undergraduate degree and a recognized TESL certificate, movement on the grid shall be on the anniversary date of hire.
2. Teachers holding an accepted Master's Degree in TESL, Linguistics, Education, English Literature, or a DELTA Certificate will receive \$1.50 per hour more than the rate for their placement on the grid.

APPENDIX B — SENIORITY/PREP-TIME CHART

	Seniority	Prep Time
Contact (teaching) hours, including evening classes, tutoring, and supply teaching	✓	✓
Paid sick days	✓	✓
Intake	✓	✓
Personal days (see article 19)	✓	✓
Jury duty (see 19.04)	✓	✓
Paid vacation	✓	X
Pregnancy/parental leave	✓	X
Educational leave	✓	X
Union leave (see 5.06.03.01)	✓	✓
Stat holidays	X	X
Unpaid vacation, unpaid sick days, and unpaid leaves of absence	X	X
Academic projects	X	X
TESOL observations	X	X
Sessional meetings	X	X
Professional Development workshops	X	X
Extra-curricular activities	X	X
Orientation sessions	X	X
Head Teacher duties	X	X
Exam invigilation	X	X
Miscellaneous admin projects	X	X
Workplace illness or injury	✓	X
Examiners	X	X

LETTERS

LETTER OF UNDERSTANDING

RE: LAYOFFS AND SUBSTITUTE WORK

Article 7.27 reads,

“Notwithstanding 7.24, an Employee on layoff with recall rights may be offered substitute work for which the Employee is qualified. In such a situation, recall rights are not affected whether the Employee accepts the work or not.

If the Employee accepts the assignment, no notice of the end of the assignment is required. The Employee must advise the Employer in writing of the wish to receive such offers.”

The Employer will create a roster of laid off Employees who desire to be called to perform substitute work on short notice.

An Employee on the roster who declines an offer of substitute work will not be offered a second opportunity to substitute until other Teachers who are qualified to perform the substitute work have been first offered an opportunity.

An Employee may notify the Employer at any time that they wish to be added to the roster and will be placed last on the roster that exists at the time of their notice is received.

An Employee may notify the Employer at any time that they wish to be removed from the roster.

For purposes of clarity, 7.24 does not apply to the offer or refusal of substitute opportunities.

LETTER OF UNDERSTANDING

RE: ELECTRONIC COMMUNICATIONS

The parties acknowledge that the primary means of communication will be electronic mail.

As such, communications from the Employer, which have previously only been sent by hand delivering, posting, mailing or courier, will now be communicated by email.

This would include, but not be limited to, notice of meetings, notice of changes in classrooms, submission of lesson plans, and requests for vacations.

The Employer may provide templates to be used as attachments for various communications such as, but not limited to lesson plans and requests for vacation.

LETTER OF UNDERSTANDING
RE: THE PROVISION OF SERVICE TO THIRD PARTIES

From time to time opportunities arise whereby ILSC may contract their services to third parties.

Qualified Employees may be given the opportunity to accept such assignments if they so desire.

During said assignments, the Employee remains a Member of the Bargaining Unit and works under the terms and conditions of the Collective Agreement.

Notwithstanding the above, salary and candidate selection may be governed by the third party.

Earnings during said assignments will be included for the purposes of calculating the remission of Union Dues in accordance with Article 4.

LETTER OF UNDERSTANDING RE: YOUNGER STUDENTS

The Employer acknowledges that younger students may require modifications to pedagogical techniques and may have an impact on classroom dynamics.

Generally, this concern arises during sessions in June to August of any given year.

Therefore, when the Employer deems it practicable the Employer will assign groups of younger students to classes comprised generally of younger students.

Where there is a class generally comprised of younger students occurring at the same time as a class of older students and both classes are the same level, then the Employer may consider the preference of a Teacher as to which class they would prefer to teach.

Within 30 days of ratification, Union and Employer will meet to discuss liability issues of supervising younger students. Appropriate communication to all staff will follow.

LETTER OF UNDERSTANDING

RE: ALTERNATIVE CLASS SCHEDULES

ILSC is considering various options to utilize its facilities more efficiently by offering alternate schedules outside the current 9:00 AM to 4:00 P.M. Monday to Thursday schedule and the 9:00 AM to 12:00 P.M. Friday Schedule.

To this end the basic concepts that would apply are:

- a) Working the alternate schedules would be voluntary.
- b) If there are sufficient qualified volunteers then positions would be awarded on the basis of seniority.
- c) The provisions of collective agreement, in particular Article 3 and Article 13 may be modified as appropriate to meet these alternative class schedules. For example, the lunch break (evening meal break) may be limited to 30 minutes, notwithstanding any provisions in the collective agreement.

As this is a concept in development, details being developed may be referred to the Union-Management Committee under Article 5.07 for consultation.

LETTER OF UNDERSTANDING

RE: RRSP

The Employer will match, on provision of documentation satisfactory to the Employer, an Employee's contribution to the Employee's RRSP up to one percent of the Employee's earnings in the previous 12 months ending December 31st of the previous year.

Documentation acceptable to the Employer includes but is not limited to: a statement from the Employee's financial institution that the Employee does have an RRSP and the account number; confirmation of contribution between March 1st and December 31st of the previous year; and confirmation that the Employee has allowable RRSP deduction room at least equal to the Employer's contribution.

Commencing with contributions for the 2017 Income Tax Year, the Employer matching will be one and one-half percent (1.5%). Effective with Tax Year 2018, the match will be increased to two percent (2%).

LETTER OF AGREEMENT

RE: BENEFITS ON UNPAID LEAVE BEYOND 3 MONTHS

If an Employee requests to maintain benefits after 3 months of unpaid leave, the Employer will obtain a rate from the insurer for the Employee to pay. This payment will be arranged through the Employer.

LETTER OF INTENT

RE: PREPARATION TIME FOR TEACHERS OF SP & SQ UPATH CLASSES

It is the intention that Teachers of the SP & SQ UPath classes will be provided with additional preparation time equivalent to 1.5 hours per each 16-day session.

During these periods, the Teacher is to remain in the classroom and perform preparation duties including but not limited to marking and student reports.

Students will not be in attendance in the class during these hours.

It is understood that this time will be in addition to any time available to the Teacher as a result of visits from Partner Schools, UPath Seminars, etc.

The Union-Management Committee shall meet within two weeks of the ratification of the agreement to determine various ways in which the application of this letter will be implemented.

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Date: 13th day of December, 2016

On behalf of the Union	On behalf of the Employer
William J. Viner	Mr. J. J. J. J.
Mark B. Dallen	Seated
Lisabeth Lobb	
Steve J. J. J.	





**LETTER OF UNDERSTANDING
RE: EXTENSION OF COLLECTIVE AGREEMENT – COVID-19 PANDEMIC**

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 negotiated the herein Collective Agreement, expiring December 31, 2019 (the “Expired Agreement”).

The Parties understand and acknowledge the importance of the collective bargaining process and the Parties’ duty to meet and bargain in good faith under the *Labour Relations Act, 1995*, S.O. 1995, c. 1, Sch. A.

The Parties further acknowledge that the COVID-19 pandemic, and its ongoing effect on business closures and restrictions on in-person meetings, has created significant challenges, difficulties and impediments to the collective agreement bargaining process, including the Parties’ obligations as above.

Accordingly, the Parties have agreed that the herein Collective Agreement, including its appendices, schedules and letter of understanding, will remain in force with the only modifications as set out in this Letter of Understanding.

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

1. The terms of this Letter of Understanding constitute a full settlement of all issues in dispute as relating to the Expired Agreement.
2. The renewal Collective Agreement will be for a four-year term, expiring December 31, 2023 (“the Renewal Agreement”).
3. The Parties agree that the Renewal Agreement shall include the terms of the Expired Agreement, and the following:



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- a. The Agreed to Items as attached at Schedule "A" to this Letter of Understanding;
 - b. Wage increase, with the exception of probationary teachers and probationary teachers with experience: Effective January 1, 2021 – 1%, September 1, 2023 – 1%, December 31, 2023 – 1%. The revised rates will be as per the attached Appendix A - Wage Grid. Retroactivity shall be paid out within three (3) pay periods (approximately six weeks) of the date of ratification by the Union. Retroactivity will be on the basis of hours paid. The retroactive payment shall be by direct deposit, identified separately on the pay slip.
4. The terms of the Letter of Understanding RE: ILSC CLASS TIMETABLE & HOURS OF WORK executed by the Parties on June 3, 2020, with the exception of paragraphs 12 and 15, will continue to apply until December 31, 2023, unless otherwise mutually extended.
5. Notwithstanding Article 7.17 of the Renewal Agreement, and paragraph 12 of Letter of Understanding RE: ILSC CLASS TIMETABLE & HOURS OF WORK executed by the Parties on June 3, 2020, 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. Notwithstanding the foregoing, the recall rights in the Collective Agreement at Article 7.17 will apply to any layoff which occurs in 2023. For Teachers currently on layoff, the Teacher can elect to retain recall rights or to terminate their employment; such election must be made within two (2) weeks of ratification.
6. The Teacher will be provided with notice and severance in keeping with the *Employment Standards Act, 2000* (the "ESA"), in the event:
 - a. the Teacher's recall rights expire and the Teacher is not returned to work, or;
 - b. an election is made, under paragraph 5 above, by the Teacher to terminate their employment.

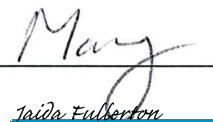
Payments made under the ESA, will be paid by salary continuance and benefits will be reinstate for the period of time reflective of the Teacher's notice and severance entitlement.

7. The terms of the Letter of Understanding RE: VACATION DAY TRANSFER, executed by the Parties on November 19, 2020, will continue to apply with the terms applicable to the 2020 vacation year extended to 2021 and 2022 vacation years. For clarity, the same options as set out in the LOU RE: VACATION DAY TRANSFER will be available to Teachers, as appropriate, in relation to the 2021 and 2022 vacation. The practical application of extension of Letter of Understanding RE: VACATION DAY TRANSFER, including any dates by which an election or selection will need to be made, will be discussed at a Labour Management Meeting.

8. Without limiting the rights under Article 5.04(d), the Union recognizes that the Employer, for the duration of the Renewal Agreement and as part of the Employer's recovery plan, can provide classes online, in person or as a hybrid model, involving both online and in-person contact hours, and a teacher shall instruct/provide classes in the manner required by the Employer. The application of Article 13.06, as modified, will be extended to apply to the manner of class delivery.
9. Notwithstanding Article 13.14 of the Renewal Agreement, up to and including December 31, 2023, as part of the Employer's recovery plan in respect of the ongoing COVID-19 pandemic, the Employer's class enrollment can be up to 18 students for classes taught online, excluding academic, in person and hybrid classes. The Parties will discuss at a Labour Management Meeting the possible, practical challenges associated with the hybrid model; the Employer will consider any recommendation made by the Union for implementation.
10. The Parties herein agree that the terms of this Letter of Understanding, unless otherwise agreed, shall be from the date of ratification by the Union membership and will continue until December 31, 2023.
11. The Parties further agree that this letter forms part of the Renewal Collective Agreement between the Parties and is enforceable as such up to December 31, 2023, unless otherwise stated herein. This letter is grievable and arbitrable as part of the Collective Agreement.
12. The undersigned representatives of the Union will fully recommend the terms of this Letter of Understanding to their members.
13. This Letter of Understanding may be executed and transmitted to the other party by electronic mail, which electronic mail, shall be deemed to be and utilized in all respects as an original. Signatures provided by electronic mail, in Adobe Portable Document Format (PDF) or otherwise, shall be deemed to be original signatures and shall be sufficient to bind each party.

Dated at Toronto, Ontario this 12 day of May, 2021.


Ali Noori, ILSC Education Group


Jaida Fullerton (May 13, 2021 15:14 EDT)
Jaida Fullerton, Ontario Secondary School
Teachers' Federation



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Diana Grigorova

Diana Grigorova, ILSC Education Group

Wendy Wells

Wendy Wells (May 13, 2021 14:34 EDT)

Wendy Wells, Ontario Secondary School
Teachers' Federation

Steve McMillan

Steve McMillan, Ontario Secondary School
Teachers' Federation

Lisabeth Dobko

Lisabeth Dobko (May 14, 2021 12:17 EDT)

Lisabeth Dobko, Ontario Secondary School
Teachers' Federation



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APPENDIX A — WAGE GRID

	2020	Jan 1st, 2021	Sept 1st, 2023	Dec 31st, 2023
Probationary	24.4	24.4	24.4	24.4
Probationary w/ experience	24.77	24.77	24.77	24.77
0 to 1 years	26.42	26.68	26.95	27.22
1 to 2 years	27.6	27.88	28.15	28.44
2 to 3 years	28.47	28.75	29.04	29.33
3 to 4 years	29.45	29.74	30.04	30.34
4 to 5 years	30.58	30.89	31.19	31.51
5 to 6 years	31.4	31.71	32.03	32.35
6 to 7 years	32.26	32.58	32.91	33.24
7 to 8 years	33.02	33.35	33.68	34.02
8 to 9 years	33.83	34.17	34.51	34.86
9+ years	35.05	35.40	35.75	36.11

COLLECTIVE AGREEMENT

BETWEEN

**THE ONTARIO SECONDARY SCHOOL TEACHERS'
FEDERATION REPRESENTING THE ROYAL
CONSERVATORY OF MUSIC FACULTY
ASSOCIATION**

- and -

THE ROYAL CONSERVATORY OF MUSIC

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ARTICLE 1 – PURPOSE OF THE AGREEMENT

1.01 The purpose of this Agreement is to establish an orderly collective bargaining relationship between the Employer and the employees represented by the Ontario Secondary School Teachers' Federation (OSSTF/FEESO).

ARTICLE 2 – RECOGNITION

2.01 The Employer recognizes OSSTF/FEESO as the exclusive bargaining agent authorized to negotiate on behalf of all employees of the Employer in the City of Toronto and the City of Mississauga engaged in in-person classroom or studio teaching, save and except:

- i. division administrators,
- ii. persons above the rank of division administrator, and teachers engaged solely for a non-recurring temporary assignment of less than one academic year.
- iii. In the case of teachers hired from outside the bargaining unit to replace members of the bargaining unit on pregnancy and/or parental leave, this period may be extended up to two years.

For the purposes of clarity, this agreement does not relate to work performed in the "Learning Through the Arts" program or to examination work.

The bargaining unit shall be notified of all non-recurring temporary assignments within ten (10) calendar days of the appointment.

2.01.1 Camps

The Employer shall first offer positions teaching camp programs to qualified members of the bargaining unit through its posting process including the rate of pay. Employees shall have ten (10) calendar days to respond. Where no bargaining unit member successfully bids for a position as a camp teacher, the Employer may seek outside candidates. Teaching camp positions which are filled by external candidates are excluded from the collective agreement. However, the Employer shall not use a rate of pay different than that posted internally if it hires an external candidate. Once the Employer sets a rate of pay for a particular camp program, the rate of pay shall be increased by the applicable wage increase percentage set out in Appendix "A" for any subsequent academic year the same program is offered during the term of this Collective Agreement.

2.01.2 Music Appreciation Programs

The parties agree that presenters in the Music Appreciation Programs are excluded

from the collective agreement unless they are otherwise members of the bargaining unit. For the sake of clarity, Music Appreciation Programs conducted by existing members of the bargaining unit shall not be subject to Articles 11, 13 or 16.

By way of definition, the Music Appreciation Program is defined by the following factors, all of which must be present:

- a) There is no RCM curriculum. Presenters develop their own presentations.
- b) Programs do not involve teaching an instrument or applied music theory. They are intended to be of general interest or entertainment.
- c) Program participants are not evaluated or subject to examinations.

All wages earned by members of the bargaining unit teaching in the Music Appreciation Program shall count towards the benefit threshold in Article 25.

2.02 The Employer recognizes OSSTF/FEESO as the authorized agent to represent all employees in the bargaining unit in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 – MANAGEMENT RIGHTS

3.01 The operation of the Employer and the direction of its working force are fixed exclusively in the Employer and shall remain solely with the Employer. Without restricting the generality of the foregoing, it is the exclusive function of the Employer to:

- i. Maintain order, discipline and efficiency;
- ii. Hire, discharge, direct, classify, transfer, promote, demote, lay-off or suspend employees;
- iii. Establish and enforce reasonable policies and procedures to be observed by employees;
- iv. Generally manage and operate the business of the Employer in all respects in accordance with the provisions of *The Royal Conservatory of Music Act, 1991* as amended from time to time and make and implement decisions about any matter whatsoever unless that matter is the subject of any provision of this Collective Agreement.

3.02 The Employer agrees that management rights will not be exercised in a manner inconsistent with the other provisions of this Collective Agreement.

ARTICLE 4 – NO STRIKES OR LOCKOUTS

4.01 There will be no lockout as defined in the *Labour Relations Act* during the term of this agreement.

4.02 There will be no strike as defined in the *Labour Relations Act* during the term of this agreement.

ARTICLE 5 – MEMBERSHIP AND DUES

5.01 As a condition of employment, each employee shall have deducted by the Employer an amount equivalent to the dues as are levied by the OSSTF/FEESO.

5.02 On each pay date, the Employer shall deduct from each employee dues prescribed by OSSTF/FEESO.

5.03 The initial basis for the amounts to be deducted shall be in accordance with Article 5.02. The Employer shall be informed by OSSTF/FEESO of any changes to the amounts to be deducted in accordance with Article 5.02 at least ninety (90) days prior to the effective date of the change.

5.04 The OSSTF/FEESO dues deducted in accordance with Article 5.02 shall be remitted to the Treasurer of OSSTF/FEESO at 60 Mobile Drive, Toronto, Ontario M4A 2P3 no later than fifteen (15) calendar days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees and the amounts deducted.

5.05 The local dues deducted in accordance with Article 5.03 shall be deducted and remitted to the Treasurer of OSSTF/FEESO District 34 - Royal Conservatory of Music at 273 Bloor Street West, Toronto, Ontario M5S 1W2 no later than fifteen (15) calendar days following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees and the amounts deducted, with an additional copy of the list provided to the bargaining unit president. Dues will be paid by single remittance to the OSSTF/FEESO and shall be either expressed as a percentage of earnings for each bargaining unit member or a stipulated amount per bargaining unit member but not both.

ARTICLE 6 – NO DISCRIMINATION

6.01 The Employer and the OSSTF/FEESO agree to comply with the provisions of the *Human Rights Code* as may be amended from time to time. For the sake of clarity the current *Code* contains the following prohibited grounds: race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, gender identity, gender expression, age, record of offences, marital status, family status and disability. In addition, neither party shall discriminate by reason of non-membership, membership or lawful activity in the OSSTF/FEESO.

6.02 Sexual harassment shall be considered discrimination.

ARTICLE 7 – GRIEVANCE PROCEDURE

7.01 Definitions

- a) A “grievance” shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, of any relevant legislation, including any question as to whether a matter is arbitrable.
- b) A “Party” shall be defined as:
 - i. the OSSTF/FEESO; or
 - ii. the Employer.
- c) “Days” shall mean calendar days unless otherwise indicated.

7.02 Employees covered by this Collective Agreement are frequently engaged in professional musical activities that require their absence from the Employer. In the event of such an absence, the time limits specified hereunder may be extended following a request in writing from either Party. Such extension shall not exceed sixty (60) days.

Informal Stage

Within thirty (30) days of an incident giving rise to a complaint, an employee, or in the case of a Union Grievance, Group Grievance, or Retired or Deceased Employee Grievance, the OSSTF/FEESO must give notice to the immediate supervisor or designate of the complaint. The supervisor shall answer the complaint verbally within five (5) days, failing which the party may initiate a grievance.

7.03 In the event that the Employer fails to reply to a complaint or a grievance within the prescribed time limits the Bargaining Unit may submit the complaint or grievance to the next step.

7.04 Grievances shall be adjusted and settled as follows:

Formal Stage - Grievance Procedure – Individual

In the case of a grievance by OSSTF/FEESO on behalf of one of the employees in the bargaining unit, the following steps may be taken:

Step 1

Within thirty-five (35) days after giving notice of the complaint by the employee, the OSSTF/FEESO must submit a formal written grievance. If no written grievance is submitted within this time, the right to file a grievance about this complaint is lost.

The grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Agreement;

- ii. the clauses in the Collective Agreement alleged to be violated;
- iii. the relief sought; and
- iv. the signature of the duly authorized official of the OSSTF/FEESO.

The Employer must answer the grievance in writing within thirty (30) days after receipt of the grievance.

Step 2

If no written reply is made within this time, or if the reply is unacceptable to the OSSTF/FEESO, the OSSTF/FEESO may within ten (10) days of the day that the Employer's reply is received or is due to be received, notify the Employer in writing of the OSSTF/FEESO's desire to seek arbitration.

7.05 Grievance Procedure – Other

In the case of all other grievances (including those on behalf of a group of employees, Union grievances, Employer grievances, a retired employee or a deceased employee), the Party making the grievance must take the following steps if at all within thirty (30) days of the events becoming known, failing which the right to grieve is lost.

Step 1

The Party making the grievance may make a written grievance to the Employer or President of the Bargaining Unit or designate, as the case may be.
The grievance shall contain:

- i. a description of how the alleged dispute is in violation of the Agreement;
- ii. the clauses in the Collective Agreement alleged to be violated;
- iii. the relief sought (remedy); and
- iv. the signature of the duly authorized official of the Party making the grievance.

Step 2

The reply to the grievance is to be made within thirty (30) days of receipt of the grievance. If no reply is made within this time, or if the reply is not acceptable to the Party making the grievance, that Party may within ten (10) days, inform the other Party in writing of its desire to seek arbitration.

7.06 Grievance Mediation

At any stage 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 costs of the mediator shall be shared equally and each party shall be responsible for their own costs of mediation.

The timelines outlined 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 procedure shall continue from the point at which they were frozen.

7.07 Arbitration

Within five (5) days following written notice by a Party indicating a desire to submit a difference to arbitration, the Parties shall agree upon a single Arbitrator. Should the Parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour upon the request of either Party. While the Employer and the OSSTF/FEESO agree that a single Arbitrator is preferred whenever possible, either Party is able to request that the arbitration be by a Board of Arbitration.

When either Party requests that a grievance be referred to a Board of Arbitration, it shall make such request in writing addressed to the other Party to this Agreement. Such written request shall contain the name of the requesting Party's nominee to the Board, and within seven (7) calendar days thereafter the other Party shall name its nominee to the Board, provided, however, that if such Party fails to name a nominee as herein required, the Minister of Labour for the Province of Ontario shall have the power to effect such an appointment upon application thereto by the Party invoking the arbitration procedure. The two nominees shall attempt to select by agreement the Chairperson of the Board of Arbitration. If they are unable to agree upon such Chairperson, they may then request the Minister of Labour for the Province of Ontario to appoint a Chairperson. A grievance may be submitted to expedited arbitration under the *Labour Relations Act*.

7.08 Arbitrator Jurisdiction

The single arbitrator or Board of Arbitration shall not have the power to make any decisions inconsistent with the provisions of this Agreement.

The single Arbitrator or Board of Arbitration shall not have the power to amend the grievance or this agreement but may modify penalties, including discharge and disciplinary penalties.

7.09 Cost of Arbitration

Each of the Parties to the Agreement will bear the expenses of its nominee to the Board and the Parties will jointly bear the expenses of the Chairperson or single Arbitrator. Notwithstanding the foregoing, if a grievance is dismissed as a result of timeliness, the initiating party shall bear the expenses of the Chairperson or single Arbitrator.

7.10 Reprisals

There shall be no reprisals of any kind taken against any employee because of participation in the grievance or arbitration procedure under this Collective Agreement.

7.11 Release Times

Should the investigation or processing of a grievance require that an involved employee or Bargaining Unit representative be released from regular duties, the employee shall be released without loss of salary/wages or benefits provided that permission is sought and such permission shall not be unreasonably withheld.

ARTICLE 8 – DISCIPLINE AND DISCHARGE

8.01 Except for the provisions of Articles 11.07, 12.02, and 15.02 no employee shall be disciplined or discharged without just cause.

8.02 A copy of any correspondence imposing discipline shall be sent to the President of the Bargaining Unit.

8.03 Personnel Files

- a) Records of discipline shall be removed from an employee's record provided the employee remains discipline free for twenty-four (24) months from the date of issuance of the prior discipline.
- b) An employee or his or her authorized representative (authorized in writing) shall be permitted to review his or her personnel file upon request once per year at a time convenient for the human resources representative and to be provided, on a one time only basis, with a copy of the materials contained within subject to any legal or other restrictions imposed on the employer.

ARTICLE 9 – LABOUR/MANAGEMENT RELATIONS

9.01 The Employer agrees to provide employees with electronic copies of notices and/or documents including a copy of the current Collective Agreement (within two (2) weeks of the employee's hire and for all other Employees upon finalization of a new Collective Agreement) at their organizational email address and to post hard copies in the Faculty Lounge. Newly hired employees will be advised of the name of the Bargaining Unit President.

ARTICLE 10 – UNION REPRESENTATION

10.01 The Employer shall not recognize any employee or group of employees who undertake to represent the OSSTF/FEESO at meetings with the Employer without the proper authorization of the OSSTF/FEESO. The Employer shall not enter into negotiations with employees concerning matters addressed by the Collective Agreement without the proper authorization of the OSSTF/FEESO.

10.02 The Employer recognizes the right of the OSSTF/FEESO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

10.03 The OSSTF/FEESO, unless it otherwise delegates the function in writing, shall notify the Employer in writing of the name of each representative and the representative's assignment before the Employer shall be required to recognize such representatives.

10.04 When an employee is summoned for an interview or meeting in which the Employer reasonably expects to impose disciplinary action or a transfer, demotion or discharge for reasons of competency, the employee shall be informed of his or her right to have an OSSTF/FEESO representative present prior to discussing the matter with the Employer. The employee may, if the employee so desires, request the presence of the employee's OSSTF/FEESO representative to represent the employee during the interview. If the employee requests representation by OSSTF/FEESO, an OSSTF/FEESO representative shall be sent for without undue delay and without further discussion of the matter with the employee concerned.

ARTICLE 11 – SENIORITY

11.01 A seniority list will be maintained for each of the following classifications:

- Individual Instruction – keyboard
- Individual Instruction – strings
- Individual Instruction – theoretical subjects
- Individual Instruction – other

- Group Instruction – adult continuing education
- Group Instruction – theoretical subjects
- Group Instruction – early childhood
- Group Instruction – camps
- Group Instruction – other

11.02 The Employer shall maintain seniority lists for every classification ranking employees in order of each employee's seniority credits. The list shall indicate for each employee:

- i. name
- ii. seniority ranking
- iii. seniority credits

A copy of the current seniority lists will be forwarded to the President of the Bargaining Unit and posted in the workplace by March 1 of each year. Employees may have

seniority rankings in more than one classification but seniority credits may not be transferred between classifications.

11.03 For each classification, seniority shall be determined on September 1 of each year, as the sum of:

- a) The employee's seniority as recorded on the most recent seniority list unless amended following the process in Article 11.04; and;
- b) the sum of all teaching hours in the particular classification in the previous year.

For the purposes of this article:

"teaching hours" means the number of hours for which the employee was paid, as recorded in the registration system;

"year" means the 12 month period ended August 31 of any particular year; and

"continuous service" means that there has been no interruption in service or absence from teaching assignments for any full academic year except as a result of legislated leave of absence, approved leave of absence or illness for which long-term disability was paid.

11.04 Any questions as to the accuracy or composition of the seniority list must be submitted by the employee to the Employer, in writing, within thirty (30) days of the posting of the list. When necessary, a corrected list will be posted within thirty (30) days following the reported error.

11.05 In the event of a tie between two employees on the seniority list, such tie shall be determined by lot in a manner to be determined by the Employer and the OSSTF/FEESO.

11.06 An employee who is absent from work in any given year due to legislated leave of absence, approved leave of absence or illness for which long-term disability is paid will accumulate a number of credits for that year equal to the greater of:

- a) the actual paid hours worked during that year; and
- b) the average number of paid hours worked in each of the immediately three preceding years.

11.07 Any employee who has not taught, been otherwise employed by the employer, or been on an authorized leave of absence in the two academic years preceding the March 1 posting of the seniority list, shall be deemed to have terminated their employment unless this provision is otherwise waived at the mutual consent of the parties.

11.08 All accumulated seniority credits are lost as soon as a break in continuous service occurs and such credits will not be reinstated should the employee resume service with the Employer.

11.09 Any list of teachers presented by the Employer for the purpose of registration of students shall list teachers in order of seniority.

ARTICLE 12 – PROBATIONARY EMPLOYEES

12.01 An employee will be considered probationary for the earlier of the first one hundred and twenty-five (125) hours of teaching or the permanent appointment of the teacher by the Employer. The employee will have no seniority rights during the probationary period. However, after completion of the probationary period, the employee's seniority credit shall accrue back to the date he or she first commenced work for the Employer.

12.02 Notwithstanding Article 8.01, a decision to terminate a probationary employee need not be for just cause, and shall not be subject to the grievance and arbitration procedure under this Agreement. However, the Employer shall provide its reasons in writing to the employee with a copy to the Bargaining Unit President.

12.03 Probationary employees shall be entitled to all benefits hereunder providing they meet the requirements of Article 25.

ARTICLE 13 – WORK ASSIGNMENT

13.01 Each teacher who has been qualified by the Academic Council to work in a classification will have an allotment of hours by classification based on the average number of teaching hours in that classification (as defined in Article 11.01) in the previous three academic years immediately preceding the current year. For the purposes of clarity, teaching hours do not include examining hours. Teachers may have allotments in more than one classification. However, allotments may not be transferred between classifications. Allotments for teachers with less than three years service in the bargaining unit shall be based on the previous year or the average of the previous two years for one year or two year teachers respectively.

13.02 For **The Glenn Gould School and The Phil and Eli Taylor Performance Academy for Young Artists**, the Employer shall assign teaching hours by classification at its sole discretion but shall not exceed a teacher's allotment unless one or more of the following apply:

- a) all of the teachers with allotments in the classification have had their allotments filled;
- b) a student has requested the teacher;
- c) based on the schedules of availability they have provided to the Employer, teachers in the classification who have not filled their allotments are not available;

- d) the pedagogical needs of the student support such an alternate assignment.

13.03 For **The Royal Conservatory School**, the Employer shall assign teaching hours by classification progressively by seniority, beginning with the teacher with the highest seniority, unless one or more of the following apply:

- a) the teacher's allotment has been fulfilled;
- b) the student has requested another teacher;
- c) based on the schedule of availability provided to the Employer, the teacher is not available at the time requested by the student;
- d) the pedagogical needs of the student as stated by the student and/or parent or guardian support an alternate assignment.

13.04 Once all individual allotments in a classification are filled, any additional teaching hours shall be assigned to qualified teachers in the classification in order of seniority unless one or both of the factors in 13.03 (b) and (d) applies to determine an alternate assignment.

13.05 If on the completion of the process in Article 13.02 and 13.03 there are still additional teaching hours, these will be posted within the remainder of the bargaining unit. Unless the provisions in 13.02 (b) and/or (d) or 13.03 (b) and/or (d) respectively apply, candidates will be selected provided that their qualifications have been previously accepted by Academic Council and they have availability as provided for respectively in 13.02 (c) or 13.03 (c). Where there are two or more qualified and available candidates and neither 13.02 (b) or (d) nor 13.03 (b) or (d) respectively apply, seniority shall be the governing consideration where the candidates are otherwise relatively equal in skills, qualifications and ability.

13.06 Where there are no qualified available candidates under article 13.05 or where the provisions of 13.02 (b) and/or (d) or 13.03 (b) and/or (d) respectively apply, the Employer may hire from outside the bargaining unit.

13.07 For group classes, notwithstanding the foregoing work assignment process, the Employer shall post:

- a) any new class assignments above the previous academic year's complement within an existing course of instruction;
- b) any classes within a newly developed course of instruction; and
- c) any vacant classes within the existing complement from the previous academic year where the teacher is otherwise not available to continue teaching the class.

13.08 The provisions of this Article do not apply to the assignment of temporary work to persons excluded from the bargaining unit under Article 2.

13.09 Bargaining Unit employees with no assigned hours under Article 13 shall be entitled to continue to be enrolled in benefit plans in which the employee was enrolled immediately prior to the start of the academic year in which the employee is first assigned no hours under Article 13 for a maximum of two (2) years provide the employee pays 100% of premium contributions. Such participation shall be subject to the terms and restrictions of the plan(s) including but not limited to the eligibility requirements.

13.10 By each January 31, Teachers must advise in writing the schedule of their availability to work:

- a) in the summer program of the then current academic year;
- b) for group class instruction in the following academic year; and
- c) for individual instruction in the following academic year.

Employees who fail to provide availability will be deemed to have no availability for the purposes of the work assignment process unless otherwise availability amendments are agreed to at the sole discretion of the Employer. However at the request of the OSSTF/FEESO the Employer shall consider individual circumstances.

13.11 Where (a) a student or the student's parent/guardian on his or her own initiation elects not to enroll or (b) a student has requested a teacher and the employer elects not to enroll the student or is not able to accommodate the student's request, the employer will confirm such in writing to the teacher; upon receiving such written confirmation, the provisions of Article 15.01 and 15.02 do not apply to that particular teacher/student relationship.

13.12 After a student is officially registered and assigned to a teacher, if the student decides to discontinue lessons with the Employer, the Employer shall pay the teacher for the lesser of either the next two (2) lessons or until the end of the term following the discontinuance

13.13 Trial Lessons

As part of the regular new student intake process, the Employer requires prospective students to take a trial lesson. Bargaining unit members who are assigned a thirty minute trail lesson shall contact the customer within forty eight (48) hours of receiving written notification from the Employer, in order to schedule the trial lesson. Failure to make contact within such period shall result in the assignment being made to another bargaining unit member. After one (1) occurrence in a term, this will result in the member being removed from the seniority list of available teachers for the balance of the term.

Notwithstanding, if a member is not available for a period of time and notifies the Employer in writing, the member will be considered unavailable for trial lessons during this period and such referrals for trial lessons shall be provided to the next available teacher.

ARTICLE 14 – HEALTH AND SAFETY

14.01 The employer agrees to adhere to health and safety standards contained in the *Occupational Health and Safety Act*.

14.02 Without limiting the generality of 14.1 the parties agree that the following provisions of the *Occupational Health and Safety Act* as summarized below shall apply to the Joint Health and Safety Committee (“JHSC”). The parties agree that where amendments or additions to the Act are enacted these shall supersede the summary provisions below:

- a) The JHSC shall meet at least once every three months (s.9(33))
- b) The parties shall ensure that at least one worker member and one employer member are certified members (s.9(12)).
- c) The JHSC has the power to identify and hazards and make recommendations with respect to the health and safety of workers including the establishment of monitoring programs and to obtain information with respect to hazards of materials, processes or equipment or tests conducted by the employer for the purpose of occupational health and safety and to be consulted and have a member present at such testing and to conduct workplace inspections at least once per month. (s.9(18) and (23))
- d) The JHSC shall keep minutes of its meetings (s.9(22)) and post the names of its members where it will come to the attention of workers s.9(32)
- e) JHSC committee members shall be entitled to one hour or such other time as the JHSC determines is necessary to prepare for committee meetings and to attend committee meetings and carry out his or her duties under s. 9(26), 9(27) and 9(31) of the Act and shall be deemed to be at work during the times described in s. 9(34) of the Act and shall be paid at the applicable regular or premium rate of pay (s.9(35)).
- f) Members shall be deemed to be at work while fulfilling the requirements to become a certified member and shall be paid at the applicable regular or premium rate for such work unless paid by the WSIB for the time spent fulfilling the requirements to become certified.

ARTICLE 15 – OUTSIDE TEACHING

15.01 The employer acknowledges teachers’ circumstances may require them to accept additional outside teaching opportunities. Such teaching or teaching opportunities shall

not include any student who is currently or has been in the previous academic year a client of the Employer.

15.02 Any breach of the provisions of Article 15.01 shall be deemed to constitute just cause for dismissal.

15.03 No Bargaining Unit member shall be required by the Employer to teach off-site.

15.04 If a teacher is asked by the Employer to teach off-site, the Employer shall provide insurance coverage.

ARTICLE 16 – JOB POSTINGS

16.01 Where a posting requirement arises under Article 13 the Employer shall post the vacancy in the Faculty Lounge and circulate it via the Employer's internal issued email.

16.02 Each posting shall indicate the assignment, seniority classification, wage range, teaching qualifications, commencement date and the deadline for the application.

16.03 A copy of the posting shall be sent to the President of the Bargaining Unit.

16.04 The vacancy shall be posted internally for at least ten (10) calendar days before the application deadline.

16.05 The unsuccessful Member candidate(s) shall be offered the opportunity for a debriefing. Such debriefing shall be scheduled in a timely manner.

ARTICLE 17 – RETIREMENT

17.01 No Bargaining Unit employee shall be forced to retire at any age.

ARTICLE 18– UNION RIGHTS

18.01 The Employer shall provide a bulletin board for the use of the Bargaining Unit in the Faculty Lounge, provided such notices are not abusive or derogatory.

18.02 The OSSTF/FEESO shall notify the Employer in writing of the names of its representatives as follows: executive officers; bargaining and grievance committee members.

- a) 18.03 The Employer shall make available annually to the President of the Bargaining Unit the teaching availability materials provided by the employees and shall provide the President of the Bargaining Unit with information relating to the following matters for employees within the Bargaining Unit:
 - an annual list of employees, showing their names, and the most recent addresses, personal email addresses and phone numbers which have been provided by the employees to the Employer by the end of September,

- b) teaching assignments, and
- c) seniority ranking;

18.04 The employer shall provide a monthly list of the number of newly registered students to the President of the bargaining unit. For the sake of clarity, student names shall not be included.

18.05 Subject to prior approval, the OSSTF/FEESO shall be allowed to carry out union business on the Employer's premises at reasonable times and in reasonable locations including, without restricting the generality of the foregoing, membership meetings, executive meetings, and conferences between OSSTF/FEESO representatives and Bargaining Unit employees. Employer approval shall not be unreasonably withheld.

18.06 The employees in the Bargaining Unit shall have the right to access the Employer's internet system for the purpose of communication between OSSTF/FEESO and employees of the Bargaining Unit. Such use shall be at no cost to the employees in the Bargaining Unit.

ARTICLE 19 – TEACHER RESPONSIBILITIES

19.01 All teachers must adhere to the established Employer academic standards as approved through the Academic Council.

19.02 Teachers will refrain from taking actions that the employee knows or ought reasonably to know will prejudice the Employer's ability to retain students.

19.03 Employees engaged in teaching assignments shall be available and agree to commence the assignments as required unless otherwise agreed to by the Parties.

19.04 All Teachers must furnish a current Vulnerable Sector Check "VSC" at the time of hire as a condition of employment. In the case of teachers who have not previously provided a VSC to the Employer, a current VSC will be required prior to January 31st 2020 to be considered for teaching assignments to minors beyond that time.

By January 31st of each year following the provision of the VSC, each teacher will be required to provide a written offence declaration on a form prepared by the Employer as a necessary condition to being considered for assignments to minors for summer, fall or winter sessions that fall immediately after the deadline. Teachers will cooperate with any further pupil safety requirements imposed in the future by legislation or as a condition of the Employer's funding from Government (at any level) even if such mandated conditions conflict with the terms of the Collective Agreement. The written offence declaration shall include all convictions under the *Criminal Code* for which a pardon has not been granted and which are not included on a prior offence declaration or the teacher's VSC.

ARTICLE 20 – LIBRARY FACILITIES

20.01 Employees shall be entitled to use the RCM Music Library.

ARTICLE 21 – DEPARTMENT HEADS/DEPARTMENT COORDINATORS

21.01 Department Heads/Department Coordinators shall be elected by the faculty in each discipline as set by Academic Council.

21.02 Department Heads/Department Coordinators shall receive an annual Honorarium as per 'Appendix A'. The Honorarium shall be paid in two (2) equal installments in December and May of each year.

ARTICLE 22 – PARTICIPATION COMMITTEE

22.01 A Participation Committee shall be established consisting of equal numbers of representatives of the Employer and the Bargaining Unit to discuss matters of mutual concern, including but not limited to procedures for the allocation of studio and performance space, a procedure to address the remuneration scheme, student recruitment and establishing an evaluation process that addresses student retention and Employer performance measurement. The committee shall meet as often as agreed but shall meet at least once monthly (unless both Union and Employer agree to waive).

ARTICLE 23 – RIGHTS, PRIVILEGES, PRACTICES, BENEFITS AND REMUNERATION

23.01 All rights, privileges, practices, benefits and remuneration for employees in the bargaining unit shall be in accordance with this Collective Agreement, or by mutual agreement of the parties to the Collective Agreement subject to *The Royal Conservatory of Music Act, 1991* and any such rights, privileges, practices, benefits and remuneration arrangements not specifically provided herein are revoked.

ARTICLE 24 – TEACHER'S BURSARY

24.01 Employees who study with another Conservatory employee or who attend special master classes and courses are entitled to a 25 percent reduction in fees. Further, in the interest of promoting professional development, Bargaining Unit employees wishing to attend a Conservatory School class, may do so without charge, so long as the respective class has met minimum enrollment, and the Bargaining Unit employee's participation in the class does not prevent a paying student from registering in the same class.

ARTICLE 25 – BENEFITS AND LEAVES

25.01 All existing benefits shall be continued as set out in the existing benefit plans: Basic life insurance, Optional life insurance, Long term disability, Dental, Extended health care, Semi private under 65, Semi private over 65, Pension, except as may be

modified by law, provided however, that the only employees eligible to participate in the benefits other than pension are those whose total earnings with the Employer for the previous academic year exceed the following minimum amounts:

- a) \$18,918.96 as of September 1, 2019 (based on earnings in the period September 1, 2018 to August 31, 2019)
- b) \$19,297.34 as of September 1, 2020 (based on earnings in the period September 1, 2019 to August 31, 2020)
- c) \$19,683.29 as of September 1, 2021 (based on earnings in the period September 1, 2020 to August 31, 2021).

All RCM earnings shall count for purposes of determining benefit eligibility.

The preceding threshold applies to employees who have actively worked or have commenced an approved leave of absence between February 25, 2008 and February 25, 2010. All other Bargaining Unit members shall be subject to a benefits threshold of \$25,000.

The parties agree that the acceleration in the minimum total annual earnings as reflected in a) to c) above is intended to continue to escalate at the same percentage as future annual wage rates negotiated in subsequent collective agreements until it reaches \$25,000 (or such other amounts as the parties may agree).

Subject to any provisions of the law, the Employer shall maintain the current Group RRSP including, but not limited to, the current contribution formula. For the sake of clarity, the current formula is 4.5% of earnings which is paid by the Employer.

25.02 Subject to any legislation, including the Employment Standards Act, employees who are on a leave of absence will not be eligible to participate in the Benefits program during their leave. When an employee returns from a leave of absence he/she will be eligible to participate in the Benefits Program for the current year provided that his/her total earnings with the Employer for the year prior to his/her leave exceeded the applicable threshold as identified in Article 25.01.

Bereavement Leave

The following shall apply to teachers of group classes:

25.03 In the case of absence from work due to bereavement in the immediate family, the teacher will be paid for any group classes scheduled in a period up to, but not exceeding five (5) days, provided that, in the sole discretion of the head of the school, it is not possible to reschedule the class to a time following the end of the bereavement period. Immediate family shall mean parents, parents-in-law, husband, wife, common-law-spouse, brother, sister, son, daughter, grandparents, and grandchildren.

25.04 In the case of absence from work due to bereavement in the extended family, the teacher will be paid for any group classes scheduled in a period up to, but not exceeding two (2) days, provided that, in the sole discretion of the head of the school, it is not possible to reschedule the class to a time following the end of the bereavement period. Extended family shall mean aunt, uncle, niece, nephew, first cousin, brother-in-law, and sister-in-law.

Short Term Disability Leave

25.05 Subject to the conditions specified in this policy bargaining unit employees covered by the Collective Agreement between the Employer and OSSTF may be entitled to receive short term disability benefits ("SUB Benefits") for the period they are in receipt of Employment Insurance (EI) sickness benefits (currently up to 15 weeks). This plan shall come into effect provided that the Employer receives approval by the Employment Insurance Commission or any such other approving body as required by legislation. It shall be in effect until August 31, 2022.

25.06 Eligibility will be extended to those whose who meet the following criteria:

- a) The employee is eligible to apply for the Employer's Long Term Disability Plan pursuant to the eligibility criteria in Article 25 of the Collective Agreement.
- b) The Employee is in receipt of EI sick benefits and provides proof satisfactory to of the same.
- c) The Employee is not in receipt of benefits under the *Workplace Safety and Insurance Act* for the same absence.

25.07 Short term disability benefits take effect upon proof of receipt of EI sickness benefits and are calculated as:

- a) twelve percent (12%) of the employee's normal weekly earnings with the Employer and will continue as long as in receipt of EI sickness benefits. However, in no case shall total value of the EI benefit and SUB benefit payments exceed 67% of the employee's normal weekly earnings with the Employer.
- b) In the event an employee is required to repay EI for sickness benefits received, the Employer reserves the right to recover SUB benefits accordingly and any such amount shall become a payment owing to the Employer by the employee.

25.08 Short term disability payments will commence after employee provides proof of receipt of EI sickness benefits to Human Resources and will be paid retroactively to the commencement of the EI sickness benefit period. Employees in receipt of payments for sickness benefits must immediately advise Human Resources when EI sickness benefits payments end. In the event of an overpayment of SUB benefit payments, the Employer reserves the right to recover such overpayment and any amount shall become a payment owing to the Employer by the employee.

25.09 The duration of any period during which an employee receives sickness pay benefits under this policy shall be included when determining an employee's entitlement to sick leave, if any, under the provisions of the *Employment Standards Act, 2000*.

25.10 Employees have no vested rights to payments under the plan except during periods of unemployment as identified in this plan. No other payment which is paid to or becomes owing to an Employee shall be reduced by virtue of payments under this plan.

25.11 The Employer shall maintain a separate accounting of all payments made under the plan. Plan payments shall be made directly by the Employer from its general revenues.

25.12 Any changes to the plan must be submitted for approval to the Employment Insurance Commissioner or any other such approved body within 30 days of the effective date of the change.

ARTICLE 26 – REGISTRATION FOR INDIVIDUAL LESSONS

26.01 To establish the concept of a full academic year, employees will be expected to be available for 36 weeks of instruction between September and the end of June. Employees may request exemptions from the 36-week provision, which exemptions will not be unreasonably withheld.

ARTICLE 27 – REMUNERATION FOR FACULTY

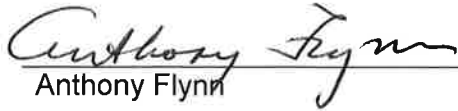
27.01 The remuneration of faculty shall be as set out in Appendix "A". The parties agree that the Employer may institute payment of remuneration by electronic transfer of funds into their bank account or trust company account. Employees will be required to complete a Payroll Bank Deposit Authorization Card by a date stipulated by the Employer. In the event that the employee changes banks or trust companies, it is the employee's responsibility to notify the Employer by completing another Payroll Bank Deposit Authorization Card and any other required documentation. The Employer will issue T4 and T-4A forms as required by law for all members of the Bargaining Unit.

ARTICLE 28 – DURATION OF THE COLLECTIVE AGREEMENT

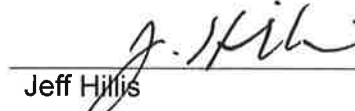
28.01 This Collective Agreement shall commence and be in effect from September 1, 2019 to August 31, 2022. This Agreement shall automatically renew itself for periods of one year unless either party notifies the other in writing within the period of ninety (90) days prior to the expiry date that it desires to amend or terminate this Agreement.

SIGNED at Toronto, this 22 day of October, 2019

FOR THE ROYAL CONSERVATORY OF MUSIC:



Anthony Flynn
Chief Operating Officer



Jeff Hillis
Chief Financial Officer

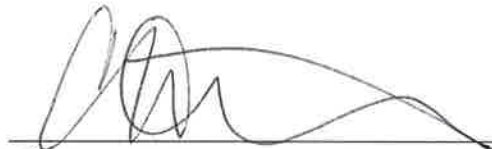
FOR THE ROYAL CONSERVATORY OF MUSIC FACULTY ASSOCIATION AND THE
ONTARIO SECONDARY SCHOOL TEACHERS' FEDERATION



Olivia Esther



Stanley Rosenzweig



Colleen Didur

Appendix "A"

A 2% annual wage increase applicable on September 1, 2019, September 1, 2020, and September 1, 2021 shall be applied to adjust the existing wage tables accordingly. A similar 2% increase shall be applied to the Department Head (RCS) allowance (currently \$1854.99 annually) and the Department Coordinator allowance (currently \$1854.99 annually) on the same three anniversary dates.

1. FACULTY TEACHING WITHIN THE ROYAL CONSERVATORY SCHOOL

(a) The following rate listing applies to many of the teachers with individual studio instruction within the RCS, and reflects the agreed to increases of 2% for September 1, 2019, 2% for September 1, 2020 and 2% for September 1, 2021. For the sake of clarity the grid illustrates the increase each affected member of the bargaining unit will receive on these anniversary dates and is not an "advancement" grid. Historic rates have also been included for the sake of reference.

(b) It should be noted that not all employees with individual studio instruction within the RCS have current rates which are located on the grid. Those employees whose current individual studio rates are not expressed on the grid and those employees who are hired after this collective agreement and whose initial individual instruction rate as set by the employer are not expressed on the grid shall be entitled to a rate adjustments as expressed above on the applicable rate adjustment dates.

2018-2019	2019-2020	2020-2021	2021-2022
\$45.17	\$46.08	\$47.01	\$47.96
\$47.85	\$48.81	\$49.79	\$50.79
\$51.10	\$52.13	\$53.18	\$54.25
\$56.29	\$57.42	\$58.57	\$59.75
\$59.89	\$61.09	\$62.32	\$63.57
\$64.20	\$65.49	\$66.80	\$68.14
\$68.55	\$69.93	\$71.33	\$72.76
\$72.68	\$74.14	\$75.63	\$77.15
\$77.14	\$78.69	\$80.27	\$81.88

(c) The following rate listing applies to group class/ensemble instruction within the RCS, excluding Summer Theory group class instruction, which is captured under (d). Historic rates have also been included for the sake of reference.

Group Class/Ensemble Rates

2018-2019	2019-2020	2020-2021	2021-2022
\$55.66	\$56.78	\$57.92	\$59.08
\$61.85	\$63.09	\$64.36	\$65.65
\$68.04	\$69.41	\$70.80	\$72.22
\$80.40	\$82.01	\$83.66	\$85.34
\$92.76	\$94.62	\$96.52	\$98.46
\$98.83	\$100.81	\$102.83	\$104.89

(d) Summer Theory instruction compensation shall be determined based on the existing methods following establishment of tuition each year by the Employer for the term of the agreement.

(e) The following rates will apply to camps offered before the 2019-2020 academic year. Rates for new camps introduced after the 2018-2019 academic year will be initially as reflected in the relevant job postings and increased by 2% per year thereafter.

2018-2019	2019-2020	2020-2021	2021-2022
\$50.00	\$51.00	\$52.02	\$53.07
\$60.00	\$61.20	\$62.43	\$63.68
\$65.00	\$66.30	\$67.63	\$68.99

2. Glenn Gould School/ Taylor Academy

The compensation rates for all employees teaching within the GGS and/or Taylor Academy programs are recorded as follows:

- for the 2019-2020 academic year, 2% increase to the most current rate prior to September 1, 2019
- for the 2020-2021 academic year, a 2% increase to the 2019-2020 rate effective September 1, 2020
- for the 2021-2022 academic year, a 2% increase to the 2020-2021 rate effective September 1, 2021.

3. Clarity Note #1 -Rates for EI Reporting. When no hourly rate or equivalent hourly rate is specified in the basis for compensation, the Employer shall use an hourly rate equivalent of \$36.23 per hour for the purposes of calculating hours of work unless the Parties agree otherwise or otherwise as required by law. This rate shall be increase to \$36.95 on September 1, 2019, to \$37.69 on September 1, 2020 and to \$38.44 on September 1, 2021

4. Clarity Note #2 Honoraria Rates for Department Head/Department Coordinator Duties for those Department Heads/Department Coordinators established by Article 21 of the agreement shall be continued and the applicable rate increases as identified in paragraph 1(a) of this Appendix shall be applied on the effective dates identified in that paragraph.

For the sake of clarity the following table sets out the rate increases:

Position	2018-2019	2019-2020	2020-2021	2021-2022
RCS Department Head	\$1,854.99	\$1,892	\$1,930	\$1,969
GGs Department Coordinator	\$1,854.99	\$1,892	\$1,930	\$1,969

SUBMITTED WITHOUT PREJUDICE AUGUST 8, 2022

Memorandum of Settlement

Between

The University of Toronto Schools

And

The Ontario Secondary School Teachers' Federation
District 34 - University of Toronto Schools Teachers Bargaining Unit

- A. The Parties agree to this Memorandum of Settlement as constituting full settlement of all matters in dispute.
- B. The members of the Parties' respective negotiating team hereby agree to unanimously recommend to their principals for ratification a renewal Agreement on the terms set out herein.
- C. The September 1, 2022 to August 31, 2025 Collective Agreement shall be the same as the September 1, 2015 to August 31, 2018 Agreement except as presented in Appendix A: Amended Language (August 8, 2022). Without prejudice and precedent, such document is subject to minor proofreading changes by mutual consent.
- D. The parties recognize that as a result of upcoming negotiations between OSSTF and the Province, the base salary schedule (linked to the corresponding grid for D12 / OSSTF, Article 46:13) will change. These changes will apply to UTS salaries once the UTS D12 Collective Agreement gets ratified.

The parties further recognize that the negotiations between OSSTF and the Province may not conclude before September 1, 2022. Accordingly, and until such time as OSSTF concludes its negotiations with the Province, UTS teachers' base salaries corresponding with the D12/OSSTF, grid will reflect a 1% increase for the 2022-2023 academic year, effective September 1, 2022. Any schedule of salary adjustments reflected in the D12 / OSSTF grid (including any lump sums outside the grid) negotiated by OSSTF and the Province, whichever results in the greater annual salary adjustment for UTS teachers, will apply for the duration of this new Collective Agreement.

- E. Any retroactivity with respect to compensation shall be implemented no later than September 28, 2022.

Dated at Toronto this 8th day of August, 2022

On behalf of the University of Toronto
Schools



On behalf of the Ontario Secondary School
Teachers' Federation,
District 34 – UTS Teachers Bargaining Unit



APPENDIX A: AMENDED LANGUAGE (AUGUST 8, 2022)

Global changes

- Update to reflect gender neutral language throughout the CA
- Director of Human Resources to be replaced with “Chief People Officer

LETTER OF INTENT – LAND ACKNOWLEDGEMENT

The parties agree to incorporate the following Land Acknowledgement as a preamble to the Collective Agreement. Accordingly, the following Land Acknowledgement will be placed as the opening paragraph of the Collective Agreement.

We wish to acknowledge the land on which the University of Toronto Schools operates is situated on the traditional territory of many Indigenous nations including the Anishnabeg peoples of the Mississaugas of the Credit, and the Chippewa, as well as the Haudenosaunee and the Wendat peoples and is now home to many diverse First Nations, Inuit and Métis peoples. We also acknowledge that the land is covered by Treaty 13 with the Mississaugas of the Credit, and we are grateful to have the opportunity to work on this land.

ARTICLE 10: ARBITRATION

10:02 The arbitration procedure incorporated in this Agreement shall be based on the use of a single arbitrator, either selected on a rotating basis from the panel of arbitrators set out below or mutually agreed upon by the Bargaining Unit and UTS, or a Board of Arbitration as set out in Article 10:07. Panel of Arbitrators: Brian Etherington, Michelle Flaherty, Russell Goodfellow, and Rob Herman. ~~Marilyn Nairn, Kevin Burkett, and William Kaplan.~~

ARTICLE 18: POSITIONS OF RESPONSIBILITY (PoR)

18:01 Positions of Responsibility (PoRs) 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~~ strategic objectives, 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 (DC)
- b) Program Director (PD)
- c) Instructional Leadership Facilitator (ILF)
- d) Program Coordinator (PC)

18:03 Schedule I lists all Positions of Responsibility in place as of September 1, 2022~~15~~, the durations of their terms of appointment and any compensatory release time.

When Positions of Responsibility are created or eliminated ~~asynchronously~~ with this Collective Agreement, a Letter of Understanding will be signed by the parties, by June 28th, confirming the creation and/or elimination of the PoRs for the following academic year, to which an updated Schedule I will be attached. ~~and attached to the CA, before the position is posted, outlining the terms and conditions attached to the Position(s) of Responsibility (i.e. position description, time release, term).~~

18:04 UTS will maintain an updated list of PoRs and an archive of job descriptions for all PoRs and will make the list of PoRs and job descriptions available to the Union.

18:05 When a Teacher is considering accepting a Position of Responsibility, a clear and detailed job description must be available for the Teacher to review. Significant changes to the expectations of duties in a position will be made in consultation with the Teacher and by mutual consent with the BU, as outlined in section 18:17.C.i.

18:06 Only Teachers with five (5) or more years of total teaching experience, who teach a minimum of 60% FTE at UTS will be eligible to hold a Position of Responsibility.

18:074 Duties assigned to a Teacher holding a Position of Responsibility shall not be delegated to other Teachers, except in emergency situations.

18:085 A Teacher holding a Position of Responsibility who does not perform their duties at an acceptable level as outlined in their respective job description ~~school's Guidelines for Positions of Responsibility~~ may be removed from the position prior to the end of their term of appointment.

18:096 Notwithstanding Article 18:08, no Teacher shall be removed from a PoR based on poor performance unless they have been given the opportunity to improve their performance through documented coaching, and useful feedback.

18:10 Teachers holding Positions of Responsibility shall not be responsible for the evaluation of Bargaining Unit members or other unionized employees of UTS.

18:1107No 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.

18:12 Any leave taken during the term of the Position shall be considered as part of the term of the Position.

18:13 An incumbent may re-apply for a Position of Responsibility at the end of the term of appointment. However, where Positions of Responsibility carry specific term appointments, no incumbent may serve for longer than two (2) consecutive terms, as may be applicable.

18:14 Notwithstanding 18:12, if after two consecutive terms no eligible Teacher(s) apply for a vacant Position of Responsibility, the incumbent may continue in their Position of Responsibility on a year-to-year basis, and the position shall be posted at the end of each subsequent one-year term.

18:15 A Teacher may reapply for a Position of Responsibility after having been away from it for a single term.

Organizational Change: Creation, Elimination or Modifications to Positions of Responsibility

18:16 UTS agrees to discuss with the Bargaining Unit prior to the creation of any new Position of Responsibility.

18:17 Financial restrictions, departmental and program reorganizations, the introduction of new technology, or other factors may result in organizational changes and/or the revision of duties and conditions, or creation or elimination of a PoR.

A. Creation of New Positions of Responsibility

- i) In the event that UTS decides to create a new PoR position for the following school year, UTS will provide the Union with written notice of its intention by no later than May 30th. This written notice will indicate the purpose of the new position and provide a job description outlining duties, time release and term of the position.
- ii) Any new PoRs shall have a maximum pilot trial period of one (1) school year (September 1 to May 30).
- iii) UTS will assess the relevance and value of any new PoR position within the context of the school's long-term Strategic Objectives by the end of the pilot/trial period and make a decision to continue, modify, or eliminate the position for the following school year. Written notice of the decision will be provided to the Union no later than May 30th.
- iv) For the pilot year period, time release sections will be filled by way of a Long Term Occasional (LTO) assignment.
- v) After the pilot/trial year of a new PoR and careful assessment by UTS, if the position continues to be relevant and valuable to the school's Vision and Mission and long-term Strategic Objectives, any time release instructional period(s) associated with it shall become BU section(s), to be staffed by a BU member.

B. Elimination of Positions of Responsibility

- i) UTS agrees that it will not eliminate a new PoR once it is approved and continues beyond the pilot period, unless there is a legitimate operational/programmatic

reason to suspend the program and eliminate the PoR position attached to it. In this case, the Chief People Officer will notify the Union and meet with the Union, and the affected Teacher to explain the School's decision.

- ii) Further to the above, in the event that UTS considers elimination of an existing PoR, the potential impact on the current Teacher holding the PoR will also be considered. In such cases UTS will provide written notice simultaneously to the Union and the current Teacher holding the PoR of the intention to eliminate the position. Subsequently, the Chief People Officer and a member of the school's Administration with a relevant connection to the position will meet with the Teacher holding the PoR no later than the final Thursday of May. The meeting will provide information to the Teacher regarding the reasons for the elimination of the PoR as well as to provide constructive feedback on the performance of the Teacher during their term in the PoR role.

C. Change to Instructional Release Time, Duties and/or Term

i) Changes during the course of a PoR Term:

In the event that UTS decides to change substantial aspects of the job description during the course of a PoR Term, the potential impact on the current Teacher holding the PoR will also be considered. In such cases, the same steps will be followed as in B.ii, above: written notice to the Union and the Teacher holding the PoR, and a subsequent meeting will be scheduled with the Teacher and the Union, to take place no later than the final Thursday in May. Changes in these circumstances will require the mutual consent of UTS and the Union. An updated job description for the position capturing the changes will be developed and shared with the Union and the Teacher.

ii) Changes at the end of a PoR Term:

In the event that UTS desires to change any aspect of the job description at the end of PoR Term, and in preparation for the next appointment (i.e. to make changes that will come into effect at the next school year with a new incumbent), the Principal and/or Chief People Officer will provide written notice to the Union and meet with the Union to explain the changes that are being considered. An updated job description for the position capturing the changes will be developed and will accompany the job posting for the PoR.

D. When a Teacher Vacates a Position of Responsibility During the Term

- i) A Teacher with a PoR may leave that position during the term of the PoR without any penalty and instead return exclusively to teaching duties at their current FTE. In the event that a Teacher leaves a Position of Responsibility during the term, UTS may opt to:
 - i. post the position and appoint another Teacher for the remainder of the Term, or
 - ii. redesign the Position of Responsibility and its job description and post it for a 1-year trial period, or
 - iii. eliminate the Position of Responsibility altogether.

Department Coordinators

18:1808 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 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 school's strategic objectives ~~goals of the strategic plans.~~

18:1909 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 60% FTE with UTS will be eligible to hold a Department Coordinator position.~~

~~18:204 Department Coordinators shall perform leadership duties as outlined in in their job description, which may be amended from time to time, in accordance with 18:17.C. 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

~~18:2144~~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 their designate(s) to accomplish UTS' Vision and Mission and long-term strategic plans. As well, Program Directors are specialists in their respective fields, bringing focused expertise to support continuous program improvement and the logistics of student activities. Accordingly, generally Program Director positions may carry continuing terms.

~~18:22~~ A Teacher appointed to the position of Program Director shall hold Specialist or Honour Specialist qualifications or a combination of academic qualifications and experience, demonstrating a high level of expertise in the Program area as outlined the job description assigned to the position.

~~18:2345~~Program Directors in place as of September 1, 2022, shall be compensated in accordance with Schedule I for fulfilling their duties, as outlined in their job description, which may be amended from time to time, in accordance with 18:17.C.

~~18:2446~~Program Directors shall be invited to participate in Department Coordinator meetings.

Instructional Leadership Facilitators

~~18:25~~ Instructional Leadership Facilitators work in partnership with each other and members of the Academic Leadership Team (i.e. Principal, Vice-Principal, or an academic administrator) to co-lead and support strategic initiatives undertaken by UTS in areas relating to the academic program and university partnerships, including research.

~~18:26~~ A Teacher appointed to an Instructional Leadership Facilitator position shall hold Specialist or Honour Specialist qualifications or a combination of academic qualifications and teaching experience, and perform leadership duties as outlined in their job description, which may be amended from time to time, in accordance with 18:17.C.

Program Coordinators

~~18:27~~ Program Coordinators work under the general direction of the school's Administration to support the school's students as well as different co-curricular programs.

~~18:28~~ A Teacher appointed to a Program Coordinator position shall perform leadership duties as outlined in their job description, which may be amended from time to time, in accordance with 18:17.C.

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.

~~18:29~~ 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.

~~18:30~~ 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.

~~18:31~~ For external postings, seconded teachers and Occasional Teachers shall be eligible to apply.

18:32 The interview panel shall establish interview questions and participate in the interview process.

18:33 The final decision on the selection and appointment of the successful applicant is the exclusive responsibility of the Principal.

Interim Appointments – Positions of Responsibility

18:34 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.

18:35 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.

18:36 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 UTS shall be given preference over any candidate of equal qualifications not employed by UTS.

18:37 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.

18:38 The final decision on the selection of interim appointments to Positions of Responsibility is the exclusive responsibility of the Principal.

ARTICLE 22: STAFFING ADVISORY COMMITTEE (SAC)

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;
- Projected total number of students per individual teacher.
- 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.

22:09: By September 30th the Principal shall provide updated information on section allocation, enrollment numbers, and FTE status, and number of total students assigned to individual teachers to the SAC.

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) school 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).

When a vacancy arises unexpectedly, the parties can agree to post the position internally and externally at the same time by mutual consent. Pursuant to Articles 15:02 and 21:02.

any applicants who are members of the Bargaining Unit with the required experience and qualifications will be given priority consideration.

- 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 36: PARENTAL LEAVE

- 36:02 For a Teacher who takes a Pregnancy Leave, Parental Leave commences when ~~her~~ their Pregnancy Leave ends or when the baby first comes into custody, care, and control of the birth ~~mother~~ parent. For other parents, Parental Leave must commence within the period established in the *Employment Standards Act*, as amended from time to time, fifty two (52) 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.

ARTICLE 38: PERSONAL/FAMILY/FLOATING LEAVE

- 38:01 ~~Such~~ Personal leaves shall not be used to extend vacations or long weekends, unless an exception has been granted by the Principal on compassionate grounds where reasonable circumstances warrant such exception (e.g. sudden illness/injury of a child, spouse, parent or close family member, family/personal emergency).
- 38:02 A Teacher may request in advance up to ~~four~~ six (6) full days or up to ~~eight~~ twelve (12) half-days of paid ~~Family/Floating~~ personal 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 this need for ~~Personal/Family/Floating~~ leave known to Human Resources at least five (5) days in advance. Reasons for requesting ~~Personal/Family/Floating~~ leave include, but are not limited to, care of family members, parent-teacher interviews, school trips or concerts, 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 In the event that a Teacher has exhausted all six personal days provided for in 38:02, and one of those days has been used for a Religious Holiday, the Teacher may request to have an additional day added to their Personal Day Bank. Such requests will not be unreasonably denied.
- ~~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 44: PROFESSIONAL DEVELOPMENT (PD)

- 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, from two different departments, one of whom holds a Position of Responsibility.
- 44:02 The Committee will ~~determine the program content for two (2) Professional Development Days~~ ensure that the draft PD schedule is communicated two (2) weeks before the planned PD days, and that the content of the PD is aligned with UTS' strategic priorities. For clarity the UTS Academic Team will determine the programming for the PD days with input from the Committee. Any costs associated with these days require the approval of the Principal.

ARTICLE 46: SALARY

- 46:15 In recognition of the added duties and responsibilities undertaken by the Teachers at UTS, a UTS Service Supplement will be added annually. In 2022, this amount shall be \$5,000 and increase at a rate of 2% per year, and as ~~In addition, 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. In 2022, this amount shall be \$3,000 and increase at a rate of 2% per year. 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.~~
 - 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. In 2022, this amount shall be \$3,000 and increase at a rate of 2% per year.
 - d. Teachers hired after September 2012 shall not be eligible to receive the 10-year Service Supplement.
 - e. Teachers hired after October 2012 with more than 10 years of service shall be eligible to receive an additional 11-year Service Supplement. In 2022~~45~~, this amount shall be \$3,000 \$1,894.00 and increase at a rate of 2% per year.
 - f. Teachers hired before October 2012 who are eligible for the 5-year and 10-year Supplements shall not be eligible to receive the 11-year Service Supplement.
 - g. Teachers hired after October 2012 with more than 11 years of service shall be eligible to receive an additional 12-year Service Supplement. In 2022~~45~~, this amount shall be \$3,000 \$1,894.00 and increase at a rate of 2% per year.
 - h. Teachers hired before October 2012 who are eligible for the 5-year and 10 year Supplements shall not be eligible to receive the 12-year Service Supplement.
 - i. 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 2022~~45~~, this amount shall be \$2,291.40 \$1,994.81 and increase at a rate of 2% per year.
 - j. 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 2022~~45~~, this amount shall be \$2,291.40 \$1,994.81 and increase at a rate of 2% per year.
 - k. 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 2022~~45~~, this amount shall be \$2,291.40 \$1,994.81 and increase at a rate of 2% per year.
 - l. For a part-time Teacher, salary and supplements shall be prorated.

Additional Degree Supplements

46:17 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.

46:18 The supplement, which shall be granted in recognition of the highest additional degree, shall be as follows:

- Master's ~~\$1,225~~ \$2,000
- Ph. D. or Ed. D. ~~\$2,430~~ \$3,000

SCHEDULE I: Positions of Responsibility as of September 1, 2015 2022

DEPARTMENT COORDINATORS	RELEASE TIME	TERM
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
PROGRAM DIRECTORS	RELEASE TIME	TERM
Athletic Director	2 Sections	Continuing
Library Services Director	<u>5 sections</u>	Continuing
Music Activities Director	1 Section	3 years
<u>Director of University Counselling</u>	<u>1 Section</u>	<u>Continuing</u>
<u>Head Coach, Speech & Debate</u>	<u>2 Sections</u>	<u>Continuing</u>
<u>Director, Global Citizenship</u>	<u>2 Sections</u>	<u>3 years</u>
Instructional Leadership Facilitator	Release Time	Term
<u>A^2, E^2 Math Program Coordinator</u>	<u>1 Section</u>	<u>1 year</u>
<u>AP and Extended Programs Facilitator</u>	<u>2 Sections</u>	<u>3 years</u>

<u>Program Coordinator</u>	<u>Release Time</u>	<u>Term</u>
<u>Experiential Outdoor Education & Community Coordinator</u>	<u>1 Section</u>	<u>3 years</u>
<u>Math Co-Curricular Coordinator</u>	<u>1 Section</u>	<u>3 years</u>
<u>New Student Integration Coordinator</u>	<u>1 Section</u>	<u>3 years</u>
<u>Admissions Program Coordinator</u>	<u>2 Sections</u>	<u>3 years</u>

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