

## SUMMARY of CET C.A. 2022-2026

Article	Current Language/ Practice	Summary of Change
<p><i>Housekeeping</i></p> <p><i>L10.02, L10.13, L10.16, L11.02, L11.11, L11.14, L17.03, L27.03, L30.00,</i></p>		Numbering, punctuation, typos, formatting
<i>General</i>	“his/hers” and “s/he”	Change to “they/their”
<i>General</i>	“Human Resource Service”	Replace with “Human Resources”
<i>General</i>	“March break”, “Christmas Break”	Replace with “Spring Break” and “Winter Break”
<i>General</i>	Change Language from “Associate Director, Organizational Support Services” and “Superintendent of Student Achievement with secondary staffing responsibilities”	Replace with “Superintendent of Human Resources”
<b>Evaluation L5.02</b>	Only Supervisory Officers, Continuing Education Principals and Vice-Principals and Acting Continuing Education Principals and Acting Continuing Education Vice-Principals shall evaluate a Teacher’s competence.	Only Supervisory Officers, Continuing Education Principals and Vice-Principals and Acting Continuing Education Principals <del>and Acting Continuing Education Vice-Principals</del> shall evaluate a Teacher’s competence.
<b>L5.03</b>	(a) A Teacher may request an evaluation by the applicable administrator. Such evaluation shall be conducted in accordance with the Board’s normal evaluation policy. (b) A Teacher will receive a copy of any written documentation of his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires.	(a) A Teacher may request an evaluation by the applicable administrator. <b>Requests shall be submitted to the administrator in the first week of the Term. All evaluations will be completed during the Term requested.</b> Such evaluation shall be conducted in accordance with the Board’s normal evaluation policy. (b) A Teacher will receive a copy of any written documentation of his/her performance and will have the opportunity to sign as having read it and is entitled to make comments if he/she desires.
<b>Salary Administration L7.01</b>	Hourly rated Teachers shall be paid on the dates set forth in Schedule A.	Hourly rated Teachers shall be paid on the dates set forth in <del>Schedule A.</del> <b>the Employee Portal.</b>
<b>L7.02</b>	Teachers paid an annual salary rate shall be paid on the dates set forth in Schedule A.	Teachers paid an annual salary rate shall be paid on the dates set forth in <del>Schedule A.</del> <b>the employee portal</b>

<b>L7.03</b>	Effective September 01, 2006, adult day school teachers with a predictable schedule will no longer be required to submit time sheets. This determination will be at the sole discretion of the Principal.	<del>Effective September 01, 2006</del> Adult day school teachers with a predictable schedule will no longer be required to submit time sheets. This determination will be at the sole discretion of the Principal.
<b>Pregnancy Leave L9.02</b>	Pregnancy Leaves granted under the provisions of Article L10.01 shall be in accordance with the provisions of Sections 46 through 47 of <i>The Employment Standards Act, R.S.O. 2000</i> , as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Associate Director, Organizational Support Services or designate.	Pregnancy Leaves granted under the provisions of Article <del>L10.01</del> <b>L9.00</b> shall be in accordance with the provisions of Sections 46 through 47 of <i>The Employment Standards Act, R.S.O. 2000</i> , as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in detail by the statute. Specific questions relating to any of these areas should be referred to the Associate Director, Organizational Support Services or designate.
<b>L9.05</b>	The written request for a Pregnancy Leave shall contain: (a) the start date of the Pregnancy Leave, and (b) the end date of the Pregnancy Leave.	The written request for a Pregnancy Leave shall contain: (a) the start date of the Pregnancy Leave, and (b) the end date of the Pregnancy Leave. <b>(c) The date or expected date of birth of the child</b>
<b>Parental Leave L10.04</b>	A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.	A <b>birthing</b> mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.
<b>L10.05</b>	The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a pregnancy leave has been taken and for up to sixty-three (63) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural parent and a person who is in a relationship of some permanence with the birth parent of the child who intends to treat the child as their own.	The other parent requesting a Parental Leave may commence that leave anytime within the seventy-eight (78) week period following the actual date of birth. The request may be for up to sixty-one (61) weeks if a pregnancy leave has been taken and for up to sixty-three (63) weeks if a pregnancy leave has not been taken. The term "other parent" includes the natural parent, <b>a parent through surrogate pregnancy</b> and a person who is in a relationship of some permanence with the birth parent of the child who intends to treat the child as their own.

<p><b>Jury duty</b> <b>L12.03</b></p>	<p>JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not a party or one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of travelling allowances and living expenses. The court summons or subpoena must be submitted to the Principal for approval.</p>	<p>JURY DUTY - When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not a party or one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of travelling allowances and living expenses. The court summons or subpoena must be submitted to the Principal <b>Human Resources</b> for approval.</p>
<p><b>L12.05</b></p>	<p>A Teacher shall be entitled to leave for religious holidays in accordance with Board procedure.</p>	<p>A Teacher shall be entitled to leave for religious holidays in accordance with Board procedure.</p> <p><b>Indigenous Teachers may use existing short-term paid leave under this article:</b></p> <ul style="list-style-type: none"> <li>a. <b>To vote in elections as indicated by self-governing Indigenous authority where the employer's working hours do not otherwise provide three hours free from work and/or</b></li> <li>b. <b>For attendance at Indigenous cultural/ceremonial events.</b></li> </ul>
<p><b>NEW</b> <b>L13.CC.1</b></p>	<p><b>New</b></p>	<p>The school year shall be determined with the inclusion of PA day(s) in accordance with the Act and Regulations. The union shall be provided opportunity for input prior to finalization of the school year.</p>
<p><b>L13.09</b></p>	<p><del>Effective 2009 September 01, each Teacher who is scheduled to teach 5.67 hours per day will have an additional three (3) paid hours per week to be used as Teacher preparation time. Teachers working less than 5.67 hours per day will have preparation time provided pro-rated based upon their hours of assigned teaching time compared to 5.67 hours.</del></p>	<p>Each Adult Day School Teacher shall be paid an additional 18 minutes per day per course taught to be used as Teacher preparation time (up to 3 hours a week). There shall be no assigned duties during preparation time. Preparation time will occur immediately before or after teaching time as determined by the Teacher.</p>
<p><b>L15.02</b></p>	<p><del>The Board shall maintain a Main/Central Joint Health and Safety Committee which will include representatives from the District per that Committee's Terms of Reference.</del></p>	<p>The parties agree that the Terms of Reference for the Main/Central Joint Health and Safety Committee are subject to change as required to ensure full compliance with the direction set forth pending approval by the Ministry of Labour.</p>

<p><b>L28.09</b></p>	<p>Disciplinary material shall be removed from a Teacher’s personnel file after three (3) discipline free years where no follow-up difficulty has occurred during the three (3) year period unless the Associate Director, Organizational Support Services determines, at the time of issuance, that the discipline was for serious misconduct. Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher’s personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.</p>	<p>Disciplinary material shall be removed from a Teacher’s personnel file after three (3) discipline free years where no follow-up difficulty has occurred during the three (3) year period unless the Associate Director, Organizational Support Services determines, at the time of issuance, that the discipline was for serious misconduct. Evaluation reports <del>(and letters of concern and letters of doubt if utilized)</del> shall be removed from the Teacher’s personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.</p>
<p><b>29.07</b></p>	<p>Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the <i>Labour Relations Act</i>.</p>	<p>Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. <b>Local grievance timelines shall be suspended on Central matters that are referred by either party to the Central Bargaining Agent.</b> The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the <i>Labour Relations Act</i>.</p>
<p><b>NEW</b> <b>Letter of Understanding</b></p>	<p><b>NEW</b></p>	<p><b>LOU – Summer School Staffing</b></p> <p>The following process will be followed when filling Summer School teaching vacancies each school year.</p> <p>The Board will post available vacancies to TVDSB teachers during the spring.</p> <p>Interested candidates will be asked to submit their application including confirmation of qualifications, the subjects they would be willing to teach and if they have taught summer school courses in the past, if so, which year(s)</p> <p>Teachers who have taught summer school courses in the last three years will be given consideration. All remaining vacancies will be filled with remaining applicants based on qualifications.</p>
<p><b>LOU #2 &amp; #4</b></p>	<p>Removed</p>	

<b>New LOU</b>	<b>Work Areas</b>	The employer shall endeavour to ensure that each Employee has reasonable access to suitable work areas with the amenities necessary as determined by the employer to complete the duties assigned Any concerns shall be directed to the Employee's immediate Supervisor who may work in consultation with the school Principal to respond to the concern.
<b>LOU #1</b>	<del>The Board is committed to exploring the feasibility of supplying all full time permanent Continuing Education Teachers with a Board supplied technology device. Consideration of the funding sources; deployment; refresh/replacement cycles and practices other Boards have undertaken to provide technology will be examined by management. This process will be undertaken in consultation with the Local, with a decision and plan reached no later than June 30, 2021.</del>	<b>Subject to Funding, the Board will ensure a device equipped with the Board approved software is made available to all CE teachers engaged in active work to fulfill their teaching responsibilities</b>

## ARBITRATION RULING

With these factors in mind, I have decided in this case to grant the first of the Union's two proposals, but only in part, and to award a variation on the Union's alternative to its' second proposal. In *some* recognition of the secondary school teachers' comparator, one further PD day will be added to the collective agreement, to be scheduled within the instructional term. The proposal for a fourth Department Head to be added into the relevant collective agreement article is denied. However, the Union's alternative proposal is granted in the following, modified, way: (i) The LOU will be renewed, with an expiry date of August 30, 2026; and (ii) the date of the as yet unfulfilled requirement of the joint committee recommendations and report set out in the expired LOU shall be replaced by a date to be agreed upon between the parties. The effect is to maintain the *status quo*, which the Employer has kept in place pending the resolution of this dispute, to the day before the expiry of the agreement, coupled with the renewal of the joint committee obligation.

### Summary of Arbitration Ruling

1. CET members will have 1 more PD day during one of the terms each year during an existing instructional day.
2. 4 CET headships will continue until August 30, 2026 as the LOU for that has been extended until then. After that date, there will be 3 department Heads.