

MEMORANDUM OF SETTLEMENT

Grievances #6946-TE-VH; #6079-TE-VH; #8569-TE-EC; #3727TE0611MD; 7922-TE-EC; #8627-TE-EC; #12252-TE-JP

Between THE TORONTO CATHOLIC DISTRICT SCHOOL BOARD (hereinafter known as “the Board”)

And THE ONTARIO ENGLISH CATHOLIC TEACHERS’ ASSOCIATION-TORONTO ELEMENTARY CATHOLIC TEACHERS (hereinafter known as “the Association”)(collectively “the parties”)

WHEREAS the Association filed a variety of grievances as outlined above regarding planning and evaluation time;

AND WHEREAS the parties are desirous of conclusively resolving all aspects the dispute and all associated grievances;

THEREFORE the parties agree to the following:

1. The parties agree that planning and evaluation time comprises time within the instructional day where a teacher is free from teaching and non-teaching duties.
2. The parties agree that teachers as professionals are able to determine the work related to teaching duties that is to be done during the planning and evaluation period.
3. The parties agree that a teacher must seek approval from the principal if planning and evaluation time is to occur off site unless such time is designated as time -in-lieu equivalent to a full day.
 - (a) Where a teacher is to receive time-in-lieu equivalent to a full day, the teacher shall not be required to be on the school site. The teacher shall consult with the principal in accordance with the collective agreement as to the date of the time-in-lieu and shall advise the principal at that time if the teacher will be on or off-site.
 - (b) Where a teacher is to receive time-in-lieu equivalent to a half-day, the teacher shall not be required to be on-site where the teacher is able match the half-day time-in-lieu with another staff member so that the Occasional Teacher replacement can be assigned to the school for a full day assignment. The teacher shall consult with the principal to determine whether there is the possibility of a match with another staff member to utilize the services of the same Occasional Teacher.
4. The parties agree that planning and evaluation time is scheduled and provided for teachers who are actively at work on a particular day. Teachers who are absent are not entitled to reschedule planning and evaluation time except that no teacher shall miss more than the pro-rated daily allocation on a weekly basis for preparation and evaluation time.
5. It is further agreed that for teachers who are actively at work time-in-lieu is provided for all missed planning and evaluation time with the exception of the following specific circumstances as enumerated below. Planning and evaluation time which is missed only for the following reasons will not be eligible for “Time –in-Lieu” compensation effective January 30, 2015:

(a) Statutory Holidays—The parties agree that no teacher shall miss more than the pro-rated daily allocation on a weekly basis for preparation and evaluation time for each statutory holiday (48 minutes in 2012-13 and onwards).

(b) Ministry allocated Professional Development Days (currently 6 days per academic year) – as follows:

- (i) The parties agree that no teacher shall miss more than the pro-rated daily allocation on a weekly basis for preparation and evaluation time for each Ministry allocated Professional Development Day (48 minutes in 2012-13 and onwards).
- (ii) The parties agree that where the Ministry allocated Professional Development Days are assigned to the school site, it is agreed that the work day shall either end earlier for the equivalent amount of preparation & evaluation time or the preparation and evaluation time shall be scheduled within the work day.

(c) Attendance at Mass- The parties agree that the principal will work to create an equitable Mass schedule so that no single teacher is consistently receiving reduced planning and evaluation time as a result of attendance at Mass. Further to the preceding statement, no individual teacher shall lose preparation and evaluation time as a result of attendance at mass or other liturgical celebrations more than four times for the complete academic year. Should any individual teacher exceed the allocation of four, the principal shall complete a time-in-lieu form and provide a copy of the form to the affected teacher. The affected teacher may claim the time-in-lieu in accordance with the collective agreement.

(d) The parties agree that where the teacher attends a professional development session, conference, seminar, workshop or similar event that is not organized by the Board, missed preparation and evaluation time shall not be eligible for a claim of time-in-lieu.

6. (i) The parties agree that in reference to Board sponsored professional development sessions, either voluntary or mandatory, which may take place away from the teacher's home school(s), it is an acceptable practice to build planning and evaluation time into the session and where such planning and evaluation time is built in, no time-in-lieu will be provided. The parties agree that where the planning and evaluation is built into the schedule, the Board will make all reasonable efforts to schedule the time at the beginning or end of the event.

(ii) The parties agree that where a teacher's scheduled planning and evaluation time exceeds the time that is scheduled during the Board sponsored professional development sessions, such teacher(s) may claim the difference in the time-in-lieu allocation in accordance with the collective agreement. For greater clarity, if a teacher is assigned 60 minutes of planning and evaluation on Thursday in the afternoon, and the teacher attends the Board sponsored in-service which has 30 minutes of preparation and evaluation built into the schedule, the teacher may claim the additional 30 minutes that was not allocated.

(iii) Where planning time is cancelled for any teacher by the school administration, the principal or vice-principal shall notify the teaching staff and have Time-In-Lieu forms available for the affected teachers at the office. The affected teacher shall claim the time-in-lieu in accordance with the collective agreement. For example, if the instrumental


music teacher is unable to deliver the music program to the intermediate division, the school administrator shall make available a time-in-lieu form for the affected teacher(s).

- 7.(i) A teacher may claim time-in-lieu in accordance with the collective agreement. The affected teacher shall determine the day and time of the relief in consultation with the principal/vice-principal as outlined in the collective agreement and this Memorandum of Settlement.
 - (ii) The parties agree that it is the best practice to schedule the accrued time-in-lieu within the academic year of accrual. Notwithstanding the preceding statement, a teacher may carry the accrued time-in-lieu forward as outlined in 7 (iii).
 - (iii) The parties agree that a teacher shall have two calendar years excluding any approved leave of absence from the earliest date of accumulation to utilize the accrued time. The parties agree that the time frame is a moving continuum. Further clarification on the implementation and calculation of this agreement will be outlined in the Appendix.
 - (iv) Notwithstanding the above, any Time-in-Lieu that has been accrued prior to January 1, 2015 and is outside the two year calendar window shall be used prior to June 30, 2015.
8. The parties agree to send out a joint communiqué referred as the APPENDX outlining the direction to school administrators and teachers on the implementation of this Memorandum of Settlement. Such communiqué shall be developed and sent to the schools no later than two weeks after the Memorandum of Settlement has been signed by the respective parties.
 9. (i) Upon execution of this Memorandum of Settlement, the grievances are conclusively resolved. The Association agrees not to refile a grievance based on the same or similar facts unless there is a breach of the Memorandum of Settlement. Furthermore:
 - (a) In the event that there is a breach of the Memorandum of Settlement, the parties agree to seek redress from the arbitrator, Mr. Keller, at the earliest date possible including but not limited to an evening session.
 - (b) The parties agree to meet and review the implementation of the Minutes of Settlement prior to December 15, 2015 and each year thereafter by the same date in December.

Dated this 13th day of January 2015 at Toronto Ontario.


For the Board

Jan 16 / 15


For the Association