

## **Employee Self Service Message:**

**DATE:** February 1, 2023

**TO:** Elementary Teachers – Members of TECT

Secondary Teachers – Members of TSU

**SUBJECT: New Provision for SECTION 9: LEAVE OF ABSENCE REQUEST FORM – Central Terms and Extension Agreement**

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Please find attached the Section 9: Leave of Absence Request Form as per the provisions under Part A of the Central Terms & Extension Agreement. You may also access the Section 9: Leave of Absence Request form on the Human Resources Intranet Portal.

The deadline to submit the Leave of Absence Request Form is prior to **March 1, 2023** of the preceding school year.

***Section 9.1 of the Central Terms and Extension Agreement provisions:***

In addition to any other applicable leave provisions, any teacher shall be entitled to a board-approved unpaid leave of absence to work at another District School Board in Ontario or any other employer. Leaves will be granted in increments of half-year (semester/term) or full-year, as requested by the teacher, but shall not exceed twenty-four (24) months. Such teacher shall return without loss of seniority within the local bargaining unit. Application for this leave **shall be made prior to March 1 of the preceding school year.**

Section 9.2 The return of any teacher to the bargaining unit is not contingent upon there being a vacancy for which the individual is qualified.

For further clarification, please refer to Part A of the Central Terms & Extension Agreement, page 20 of the TECT Agreement, page 16 of the TSU Agreement and contact Human Resources or your Association.



**SECTION 9: LEAVE OF ABSENCE REQUEST FORM**

*This form is specifically for the purpose to work at another District School Board or any other employer for 24 months or less)*

Part A; Section 9 Central Terms & Extension Agreement between (OCSTA) & (OECTA) and the Crown

Part B: Local Collective Agreement between TCDSB and Elementary School Teachers (TECT) Article 22.02 and Secondary School Teachers (TSU) Article 25.01

**PROVISIONS:** In addition to any other applicable leave provisions, any teacher shall be entitled to a board-approved unpaid leave of absence to work at another District School Board in Ontario or any other employer. Leaves will be granted in increments of half-year (semester/term) or full-year, as requested by the teacher, but shall not exceed twenty-four (24) months. Such teacher shall return without loss of seniority within the local bargaining unit. Application for this leave shall be made prior to March 1 of the preceding school year.

**GENERAL INSTRUCTIONS:** This form is to be completed and signed by the employee requesting a **leave of absence without pay** to work at another District School Board in Ontario or any other employer. This form is to be signed by the Principal and forwarded to the Superintendent of Education for signature. The Superintendent of Education will then forward the completed form to Human Resources.

Employee's Name: \_\_\_\_\_ SAP Employee No.: \_\_\_\_\_

School/Location: \_\_\_\_\_ Superintendent: \_\_\_\_\_

**Reason For Request:** (Select one of the following options)

**Name of other District School Board in Ontario:** \_\_\_\_\_

**Name & Address of Official Contact Information from other District School Board in Ontario:**

**Name of other Employer:** \_\_\_\_\_

**Name & Address of Supervisor Contact Information from other Employer:**

Leave Requested From: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ To: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
year month day year month day

**FOR HUMAN RESOURCES USE:**

For further information pertaining to OECTA Benefits coverage, please contact OTIP at 1-866-783-6847 or by e-mail at [OECTAenrolment@otip.com](mailto:OECTAenrolment@otip.com)

**OECTA Long Term Disability (LTD)**

For continued coverage of LTD, contact Diane Hinds, BENEFITS DEPARTMENT 416-222-8282 ext. 2131

**CONTINUANCE OF CREDITED PENSION SERVICE**

To continue Teachers' Pension Service during your leave of absence, please contact the Ontario Teachers' Pension Plan Board or visit their website at [www.otpp.com](http://www.otpp.com) for further information.

**Declaration**

I, \_\_\_\_\_ understand that this leave is subject to the provisions of the local collective agreement (TECT Article 22.02 & TSU Article 25.01).\*

\_\_\_\_\_  
Employee's Signature Date

\_\_\_\_\_  
Principal's Signature Date

\_\_\_\_\_  
Superintendent of Education's Signature Date

\_\_\_\_\_  
Executive Superintendent of Human Resources, Leadership & Equity Signature or Designate Date

**\*TECT Article 22.02 – PERSONAL LEAVE:**

(c) A teacher who is on such leave shall not be credited with any sick leave during the period of such leave.

(d) A teacher returning from leave shall be subject to the following:

(i) If the period of leave begins and ends in the same school year, the teacher shall return to his/her assignment subject to a revision of the tentative staffing model.

(ii) If the period of leave is for one school year the teacher shall return to his/her school/workplace subject to the surplus and redundancy provisions of the Collective Agreement.

(iii) If the period of leave begins in one school year and ends in the next school year, the teacher shall return to his/her school/workplace subject to the surplus and redundancy provisions of the Collective Agreement.

(iv) If the period of leave is for two full years or spans parts of three consecutive school years or more, Article 7 shall apply if applicable, otherwise the teacher shall return, if possible, to the superintendency to which the teacher was assigned immediately prior to the beginning of the period-of-leave.

(v) The provisions of Article 19, Pregnancy and Parental Leaves, take precedent over the above for a teacher returning directly from a statutory or extended parental leave.

**TSU Article 25.01 - LEAVES OF ABSENCE WITHOUT PAY**

(c) A teacher who is on such leave shall not be credited with any sick leave during the period of such leave.

(d) A teacher returning from leave of one year or less shall return to the secondary school/workplace at which the teacher had been employed. The foregoing shall not prevent that teacher from applying for a transfer in accordance with Article 7.