

COLLECTIVE AGREEMENT

between

**The Toronto District
School Board**

and

**Elementary Teachers' Federation
of Ontario
(representing Elementary Occasional Teachers employed by the Toronto District
School Board)**

and Supplementary Information

for the

**2008-2009, 2009-2010, 2010-2011 and 2011-2012
school years**

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1.0.0. **PURPOSE OF THE AGREEMENT**

1.1.0. It is the intent of the parties and the purpose of this Agreement to maintain mutually satisfactory relationships by setting forth terms and conditions of employment and to provide a procedure for the equitable settlement of grievances between the parties.

2.0.0. **RECOGNITION**

2.1.0. The Board recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the Union, as the bargaining agent for the bargaining unit defined in the Education Act, s.277.3(1)2.

2.2.0. The Union will, from time to time, inform the Board, in writing, as to who is authorized to act on behalf of the Union.

3.0.0. **RELATIONSHIP**

3.1.0. Save and except to the extent specifically modified and limited by any provisions of this Agreement, the Board retains the exclusive right to manage its affairs and schools.

3.2.0. Both the Board and the Union shall comply with the Ontario Human Rights Code.

3.3.0. No Occasional Teacher shall be dismissed or disciplined by way of demotion, transfer, letter of reprimand, suspension without pay or the withholding of pay without just cause and such cause shall be provided to the Occasional Teacher in writing.

3.4.0. There shall be no discrimination against an Occasional Teacher because of an Occasional Teacher's participation in the lawful activities of the Union.

4.0.0. **TERM OF THE AGREEMENT**

4.1.0. This Agreement shall be in effect from September 1, 2008, and shall continue in force up to and including August 31, 2012, and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act, as amended from time to time.

5.0.0. **DEFINITIONS**

Throughout this Agreement, the use of capital letters at the beginning of words defined in 5.0.0. shall be for the purpose of indicating only that the words are given a defined meaning in this Agreement.

5.1.0. "Agreement" shall mean the collective agreement between the Board and the Union made pursuant to the Education Act.

5.2.0. "Board" shall mean the Toronto District School Board.

5.3.0. "Continuing Education Occasional Teacher" means an Occasional Teacher who substitutes for a continuing education teacher.

5.4.0. "Degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who holds a university degree acceptable to the Board.

5.5.0. "Elementary Teachers" shall mean the elementary teachers employed by the Board that are not occasional teachers.

5.6.0. "Local" shall mean the Elementary Teachers' Federation of Ontario – Toronto Occasional Teachers' Local.

5.7.0. "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 12 or more consecutive school days as a substitute for one teacher.

Effective September 1, 2009, "Long Term Occasional Teacher" shall mean an Occasional Teacher who is employed for a period of 10 or more consecutive school days as a substitute for one teacher.

5.8.0. "Non-degreed Rate" shall mean the rate applicable to a Short Term Occasional Teacher who does not hold a university degree acceptable to the Board.

5.9.0. "Occasional Teacher" means a teacher employed to teach as a substitute for a teacher or temporary teacher but not for a continuing education teacher, but

if the teacher substitutes for a teacher who has died during a school year, the teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and

if the teacher substitutes for a teacher who is absent from his or her duties for a temporary period, the teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

- 5.10.0. "Occasional Teacher List" means the list of Occasional Teachers who have been accepted by the Board as Occasional Teachers in the elementary panel.
- 5.11.0. "Predecessor Board" shall mean one of the boards which was consolidated into the Toronto District School Board in accordance with the Fewer School Boards Act, 1997.
- 5.12.0. "Short Term Occasional Teacher" means an Occasional Teacher who is not a Long Term Occasional Teacher.
- 5.13.0. "Union" shall mean the Elementary Teachers' Federation of Ontario.
- 5.14.0. When the context so requires, the singular shall include the plural and the masculine shall include the feminine.

6.0.0. **STRIKES AND LOCK-OUTS**

- 6.1.0. There shall be no strike or lock-out during the term of this Agreement or of any renewal of this Agreement. Lock-out and strike shall have the same meaning as defined in the Ontario Labour Relations Act, R.S.O. 1990, as amended and Education Act R.S.O. 1990 as amended.

7.0.0. **UNION DUES CHECK-OFF AND LOCAL LEVY**

- 7.1.0. The Board shall deduct Union dues for every pay period for which an Occasional Teacher receives pay. Dues deducted in accordance with this article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario, 480 University Ave., Suite 1000, Toronto ON M5G 1V2, within thirty (30) days of the dues being deducted. The Union shall annually inform the Board of the amount of such dues.
- 7.2.0. In addition to the regular Union dues referred to in 7.1.0., and upon submission of proof to the Board that the Local is authorized by its constitution to collect a local levy from its members, the Board shall deduct such levy from the pay of each Occasional Teacher and will remit such deduction directly to the Local within thirty (30) days of the levy being deducted. Such levy shall be a percentage of earnings.
- 7.3.0. A dues submission list shall accompany the remittances referred to above and shall include the Occasional Teacher's name, address, phone number, employee identification number, number of days worked in the pay period, gross earnings for the period covered by the dues submission list and the dues/levy deducted.
- 7.4.0. The Union shall indemnify and save the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and/or the Local.

8.0.0. **PROBATIONARY PERIOD**

- 8.1.0. All Occasional Teachers when added to the Board's list of Occasional Teachers on or after January 1, 1998, shall serve a probationary period of 25 full-time equivalent teaching days worked in the elementary panel.

9.0.0. **GRIEVANCE AND ARBITRATION PROCEDURE**

- 9.1.0. Except for grievances based on a dispute that payment to an Occasional Teacher was in error, the grievance/arbitration procedures of this section shall not apply to Occasional Teachers who have not completed the probationary period.
- 9.2.0. Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- 9.3.0. The terms of settlement of any grievance at any step shall be put in writing and signed by the parties to this Agreement.

Pre-grievance discussion

- 9.4.0. An Occasional Teacher or a group of Occasional Teachers shall, prior to filing a grievance as hereinafter provided, attempt by informal discussion with the principal or immediate supervisor, to resolve any matter which could be the subject of a grievance prior to filing a written grievance hereunder. In this discussion the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.
- 9.5.0. In all discussions of the grievance, the Occasional Teacher or group of Occasional Teachers may be accompanied by a representative of the Union.

Step One

- 9.6.0. If no resolution is reached under 9.4.0, a grievance may be submitted in writing by the Union, on behalf of an Occasional Teacher or group of Occasional Teachers, at Step One within 20 school days of the day the cause of the grievance became known or reasonably ought to have been known to the Occasional Teacher or group of Occasional Teachers.

- a) The grievance shall be submitted to the person designated by the employer with a copy to the principal or immediate supervisor.
 - b) The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of the complaint and the remedy sought.
 - c) The person designated by the employer shall meet with the Union within 10 school days of receipt of the grievance at a mutually agreeable time.
- 9.7.0. The Board or Union shall initiate a policy or group grievance by giving notice to the other party within 50 school days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.
- 9.8.0. The time within which such grievance may be brought may extend up to 50 school days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 50 school days preceding the end of the term of this Agreement.
- 9.9.0. For the purpose of this grievance procedure, the term "school day(s)" as used herein shall mean a day that is within the school year and is not a school holiday.
- 9.10.0. The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.
- 9.11.0. If the grievance is not settled within 10 school days of the meeting or after the written response has been given, if earlier than 10 school days, it may be referred to arbitration within 10 school days, notwithstanding 9.10.0.
- 9.11.1. The time limits provided for herein shall be calculated excluding the date the cause became known or reasonably ought to have been known to the grieving party.

Step Two - Arbitration of Grievance

- 9.12.0. Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- 9.13.0. The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 school days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- 9.14.0. The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- 9.15.0. If a grievance concerns the discipline of an Occasional Teacher or dismissal for just cause, the arbitration board or single arbitrator may confirm the decision of the Board or reinstate the Occasional Teacher to the Occasional Teacher List or otherwise modify the penalty.
- 9.16.0. If there are several grievances concerning similar matters they may be heard or considered together as one grievance.
- 9.17.0. The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- 9.18.0. No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- 9.19.0. Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

10.0.0. **SALARIES**

Short Term Occasional Teachers

10.1.0. A Short Term Occasional Teacher shall be paid a per diem rate according to the following schedule:

	Sept 1/08	Sept 1/09	Sept 1/10	Sept 1/11
	2%	4%	3%	3%
0	\$187.88	\$195.40	\$201.26	\$207.30
After 50 days	\$194.35	\$202.12	\$208.18	\$214.46
After 100 days	\$200.81	\$208.84	\$215.11	\$221.56
After 140 days	\$207.30	\$215.59	\$222.06	\$228.72
After 200 days	\$213.80	\$222.38	\$229.05	\$235.92

Effective August 31, 2012

0 – 100 Days	\$214.46
Over 100 Days	\$235.92

Non Degreed rate

	Sept 1/08
0	\$173.79
After 50 days	\$180.25
After 100 days	\$186.70
After 140 days	\$193.20
After 200 days	\$199.70

The Non Degreed rate expires August 31, 2009.
All rates are inclusive of vacation and statutory holiday pay.

10.1.1. For purposes of 10.1.0., "Board" includes a Predecessor Board.

Long Term Occasional Teachers

10.2.0. A Long Term Occasional Teacher shall be paid in accordance with the salary grid set out in the current collective agreement for the Board's Elementary Teachers and such payment shall be retroactive to the beginning of the term of this Agreement.

Such payment shall be inclusive of all vacation and statutory holiday pay.

Placement on the grid shall be in accordance with the Long Term Occasional Teacher's recognized teaching experience and category placement following confirmation by the Board of the appointment to the long term occasional teaching assignment.

Payment on the elementary teachers' salary grid shall be retroactive to the first day of the long term occasional teaching assignment.

The Long Term Occasional Teacher shall be paid as set out herein until the expiration of the long term occasional assignment.

10.2.1 A Long Term Occasional Teacher shall be paid for the final professional activity/development day of the school year provided that:

- a) The same Long Term Occasional teaching assignment continues into the next school year; or
- b) The Long Term Occasional teaching assignment starts on or before March 31st and includes the last instructional day of the school year.

10.3.0. Recognized teaching experience shall include one tenth of a year for each 20 days of teaching in a long term occasional teaching assignment rounded to the nearest 1/10.

10.3.1. Recognized teaching experience shall include short-term elementary, daily occasional teaching experience with the Toronto District School Board obtained after September 1, 2006 such that each twenty (20) days of accumulated experience shall equate to one-tenth of a year of credit and shall be cumulative from year to year. It is understood that this calculation applies to grid placement for long-term occasional teaching assignments only.

10.4.0. In determining the category placement of a Long Term Occasional Teacher, the Board will be guided by the definitions set out in QECO #5 (in effect at September 1, 2008). No qualification may receive duplicate recognition.

10.5.0. It shall be the responsibility of the Long Term Occasional Teacher to provide the Board with the teacher's certification rating statement and any supporting documents no later than the end of the long term occasional teaching assignment.

10.6.0. In the event that the assignment of the Long Term Occasional Teacher is to be terminated prior to the originally scheduled termination date, the Long Term Occasional Teacher will be given five teaching days' notice or five days' pay in lieu of notice. This shall apply only if the termination occurs for reasons other than misconduct, disobedience or neglect of duty on the part of the Long Term Occasional Teacher.

10.7.0. A Professional Activity/Development Day shall not interrupt the continuity of a long term occasional teaching assignment.

11.0.0. SICK LEAVE FOR LONG TERM OCCASIONAL TEACHERS

11.1.0. A Long Term Occasional Teacher shall be entitled to one sick leave day upon completion of the first 10 school days of a long term occasional teaching assignment and one sick leave day for each 10 school days subsequently completed in that long term occasional teaching assignment within the same school year.

11.2.0. A sick leave day shall entitle a Long Term Occasional Teacher to be absent for one day during a long term occasional teaching assignment without loss of pay for that day. Sick leave days shall accumulate from one long term occasional teaching assignment to another long term occasional teaching assignment within the same school year and subsequent school years to a maximum of twenty (20) days. Sick leave days may be used retroactively to the beginning of a long term occasional teaching assignment.

11.2.1. Notwithstanding 11.2.0., if the Board determines that an Occasional Teacher continues to replace a teacher for a temporary period that extends without interruption into a subsequent school year, the Occasional Teacher may, only during the period in the next school year in which this replacement continues, utilize unused sick leave credits accrued during the whole replacement period.

11.3.0. A Long Term Occasional Teacher's absence for illness or injury for a period:

11.3.1. of five consecutive school days or less may require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery, or

11.3.2. of over five consecutive school days shall require certification by a licensed medical practitioner or, if on account of acute, inflammatory condition of the teeth or gums, a certified licentiate of dental surgery.

11.4.0. For the purpose of the administration of these sick leave provisions, the Director may at any time require that a certificate be submitted by such a medical practitioner or licentiate of dental surgery appointed by the Board at the Board's expense.

11.5.0. When a Long Term Occasional Teacher:

- is injured during the performance of his/her duties and;
- is unable to perform such duties and;
- receives approval for a temporary loss of earnings benefit under the Workplace Safety and Insurance Act;

the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction will be made from the teacher's sick leave days to make up the difference. The total accumulated fractions of a day will be rounded up to the nearest 0.1.

In the event that the sick leave days are exhausted, the Long Term Occasional teacher will receive only the Workplace Safety and Insurance Act benefits.

12.0.0. MISCELLANEOUS LEAVES

Bereavement Leave

12.1.0. Bereavement Leave shall be granted by the Director without loss of salary for up to three days to a Long Term Occasional Teacher on assignment with the Board at the time of the death of a member of the Long Term Occasional Teacher's immediate family in order for the Long Term Occasional Teacher to make arrangements for and attend the funeral of such family member. Immediate family shall mean parents, parents-in-law, guardians, spouse, children, brothers, sisters, grandparents and grandchildren.

12.2.0. Bereavement Leave for one day without loss of salary but with deductions from sick leave credits will be granted to a Long Term Occasional Teacher to attend the funeral of a close friend or relative other than the relatives covered under 12.1.0.

Examination and Graduation

12.3.0. A Long Term Occasional Teacher who is scheduled to work and who has received the prior approval of the Director may be absent from duty without loss of salary as follows:

12.3.1. for the purpose of writing an examination the half day period during which the examination occurs, and

12.3.2. for the purpose of attending one's graduation or the secondary or post secondary graduation of a spouse, child or grandchild up to a full day.

Court Appearances

12.4.0. A Long Term Occasional Teacher who is absent during the long term occasional teaching assignment by reason of a summons to serve as a juror or a witness in any court to which the Long Term Occasional Teacher has been summoned in any proceedings to which the Long Term Occasional Teacher is not a party or one of the persons charged shall be paid the applicable earnings under 10.2.0. during the period of such absence but not beyond the end of the assignment provided that the Long Term Occasional Teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness.

Religious Holy Days

12.5.0. A Long Term Occasional Teacher may be absent without loss of salary but with deduction from sick leave credit for two religious holy days per school year during any long term occasional teaching assignment in that year.

13.0.0. INSURED EMPLOYEE BENEFITS

13.1.0. Subject to the conditions set out under 13.5.0. and 13.6.0., an Occasional Teacher who worked at least 90 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enrol and participate in each of the Insured Employee Benefit Plans as set out under 13.2.0., 13.3.0. and 13.4.0.

13.1.1. Effective August 31, 2012, subject to the conditions set out under 13.5.0. and 13.6.0., an Occasional Teacher who worked at least 80 full-time equivalent days as an Occasional Teacher for the Board in a school year shall, in the subsequent school year, be eligible to enrol and participate in each of the Insured Employee Benefit Plans as set out under 13.2.0., 13.3.0. and 13.4.0.

13.2.0. Extended Health Benefits

The Board shall provide an Extended Health Plan for eligible Occasional Teachers that shall continue the level of benefits in effect under the prior agreements, and which will include regular Extended Health Benefits with deductible feature of \$25 per individual and \$50 per family maximum. Subject to the above deductible, the Plan will also include:

health coverage while outside Canada, and

hearing aid benefits to a maximum of \$400 per person, and

eyeglasses (including contact lenses) benefits to a maximum of \$300 per person for a two year period.

13.3.0. Semi-private Hospital Care Benefits

The Board shall provide a Semi-private Hospital Care Plan for eligible Occasional Teachers.

13.4.0. Dental Health Care Plan

The Board shall provide a Dental Health Care Plan for eligible Occasional Teachers which shall include the following provisions:

A basic plan reimbursed at a level of 100% with a maximum of \$5,000 per person annually;

A major restorative rider, reimbursed at a level of 80% with a maximum combined with the basic plan of \$10,000 per person annually, and

An orthodontic rider, reimbursed at a level of 50% with an annual maximum of \$1,000 per person and a lifetime maximum of \$2,000 per person.

The benefits will be based upon the 2003 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective July 1, 2009, the benefits will be based upon the 2004 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2009, the benefits will be based upon the 2005 Ontario Dental Association Schedule of Fees for General Practitioners.

Effective September 1, 2010, the benefits will be based upon the 2006 Ontario Dental Association Schedule of Fees for General Practitioners.

September 1, 2011, the benefits will be based upon the 2007 Ontario Dental Association Schedule of Fees for General Practitioners.

13.5.0. Application and Eligibility

13.5.1. Each eligible Occasional Teacher shall, not later than June 30 of each year, complete and return the benefits election form provided by the Board.

13.5.2. An eligible Occasional Teacher who elects to participate in one or more Employee Benefit Plans shall be a participant in the plan or plans from September 1 to the following August 31 providing that the eligible Occasional Teacher:

- (a) remains on the Board's list of Occasional Teachers;
- (b) either remains available for work as an Occasional Teacher, or is absent
 - (i) due to illness as certified by an appropriate licensed medical or dental practitioner;
 - (ii) on a pregnancy or parental leave under the Employment Standards Act; or
 - (iii) on a WSIB claim, as a result of an injury sustained while working as an Occasional Teacher in the Toronto District School Board; or
 - (iv) as may be otherwise permitted by the Board.
- (c) pays the Occasional Teacher's share under 13.6.0.

13.5.3. An Occasional Teacher currently enrolled in a Plan may continue participation in that Plan from the next September 1 to the following August 31 providing that the Occasional Teacher:

- (a) works at least 90 full-time equivalent school days* as an Occasional Teacher with the Board during the current school year; or
- (b) is on a Pregnancy or Parental leave under the Employment Standards Act; or
- (c) has completed and returned from a Pregnancy or Parental Leave under the Employment Standards Act;

and fulfills the conditions set out under 13.5.2

*NOTE: A day in receipt of WSIB Insurance is equivalent to a day worked if on the WSIB claim, as a result of an injury sustained while working as an Occasional Teacher for the Toronto District School Board.

13.5.4. If the Occasional Teacher fails to comply with any of the conditions of 13.0.0. the Occasional Teacher's enrolment shall immediately terminate and the Occasional Teacher shall not be eligible to re-enrol except as permitted by the Plan(s) and then not until the Occasional Teacher again becomes eligible under 13.0.0.

13.6.0. Premiums

13.6.1. Monthly premium costs for each Plan in which the eligible Occasional Teacher participates shall be shared as follows:

- (a) The Board and the eligible Occasional Teacher shall each pay 50 per cent of the premium costs.

13.6.2. The eligible Occasional Teacher's share of the premium cost shall be paid according to the procedures determined by the Board.

**14.0.0. EVALUATION OF AN OCCASIONAL
TEACHER'S CLASSROOM TEACHING**

- 14.1.0. An evaluation of an Occasional Teacher may be made at the discretion of the principal, vice-principal or a Supervisory Officer.
- 14.2.0. An Occasional Teacher will, under normal circumstances, be given two days prior notice of a classroom evaluation.
- 14.3.0. Any classroom evaluation of an Occasional Teacher shall be made in writing and signed by the evaluator with a copy to the Occasional Teacher within fifteen (15) school days using the Elementary Occasional Teacher Long Term or Elementary Occasional Short Term Evaluation Form.
- 14.4.0. The Occasional Teacher will be given an opportunity to read the evaluation, to sign it, and make any written comments on or appended to the evaluation that the Occasional Teacher so desires.
- 14.5.0. The Occasional Teacher's signature will indicate only that the Occasional Teacher has read the evaluation.
- 14.6.0. The original signed evaluation form shall be kept on file in the Occasional Teacher's personnel file.
- 14.7.0. If, for any reason, the Occasional Teacher fails to sign the evaluation form, this shall be noted on the copy of the evaluation form maintained in the Occasional Teacher's personnel file.
- 14.8.0. A prospective Long Term Occasional Teacher will have spent a minimum of three days in an assignment prior to an evaluation.

15.0.0. PROFESSIONAL ACTIVITY/DEVELOPMENT DAYS

- 15.1.0. A Long Term Occasional Teacher who is scheduled to work when there is a Professional Activity/Development Day will be paid for the day and will be required to participate in the scheduled professional activities approved by the Board for the regular day school teachers of the school in which the Long Term Occasional Teacher is employed.
- 15.2.0. A professional activity or development day shall not interrupt the count towards a determination of whether or not an assignment is a long term occasional teaching assignment.
- 15.3.0. By September 30th of each school year, the Board will provide upon request \$25,000 to the Local in order to provide professional development to its members.

NOTE: This is effective September 1, 2009

16.0.0. LATE CALLS

- 16.1.0. A Short Term Occasional Teacher shall not be considered late for a teaching assignment as a result of a late request to report for such assignment provided that the Short Term Occasional Teacher arrives on or before the time mutually agreed upon by the Board representative and the Short Term Occasional Teacher.
- 16.2.0. The written record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out late.
- 16.3.0. Except where otherwise indicated by the Board representative, an Occasional Teacher shall report for duty at least 15 minutes prior to the commencement of classes.

17.0.0. CALL-OUT ERROR

- 17.1.0. If a Short Term Occasional Teacher has been called in error for a half-day assignment, the Short Term Occasional Teacher shall be given a half-day's employment and be paid a half-day's pay for such employment.
- 17.2.0. If a Short Term Occasional Teacher has been called in error for a full-day assignment, the Short Term Occasional Teacher shall be given a full day's employment and be paid a full day's pay for such employment.
- 17.3.0. The record of the Board shall be conclusive as to whether a Short Term Occasional Teacher was called out in error.

18.0.0. OCCASIONAL TEACHER LIST

- 18.1.0. To be eligible for inclusion and to remain on the Occasional Teacher List, an Occasional Teacher must have and maintain a valid membership number issued by the Ontario College of Teachers.
- 18.2.0. Occasional Teachers shall notify the person designated by the employer, in writing, of any changes of address and/or telephone number required by the Board to contact the Occasional Teacher regarding teaching assignments.

- 18.3.0. The Board shall, on or before October 15, January 15, April 15, June 30, provide the Union with a copy of an updated Occasional Teacher List which shall contain the name, employee number, address, telephone number, for each Occasional Teacher on the Occasional Teacher List.
- 18.3.1. The Union agrees that its use of the information provided under 18.3.0. shall be used confidentially for Union purposes only.
- 18.4.0. An Occasional Teacher on the Occasional Teacher List may, with reason and 15 school days prior written notice, request to have that Occasional Teacher's name voluntarily removed from the Occasional Teacher List for a specified time period.
- 18.4.1. The 15 school days prior notice may be waived by the person designated by the employer in case of emergency or special circumstance.
- 18.5.0. Subject to the approval of the person designated by the employer, the Occasional Teacher's name may be transferred to the inactive list and shall be returned to the Occasional Teacher List at the conclusion of the specified time period.
- 18.5.1. Effective, September 1, 2003, subject to 18.5.0., the Board will review the composition of the Occasional Teacher List and may, at its discretion, remove the name of any Occasional Teacher who has not taught for at least twenty (20) full time equivalent days by May 15 of each year.
- 18.6.0. The Board shall provide a renewal notice to each Occasional Teacher on the List by May 31 of each year. An Occasional Teacher who does not respond by the following June 30 shall be removed from the List prior to the commencement of the next school year.

19.0.0. ELEMENTARY OCCASIONAL TEACHERS' CONSULTATION COMMITTEE

- 19.1.0. The Board and the Local shall jointly establish the Elementary Occasional Teachers' Consultation Committee. The Committee will have as its members up to three members appointed from the Board's staff, one of whom shall be named as co-chairperson, and up to three members of the Local appointed by the Local, one of whom shall be named as co-chairperson by the Local. The composition of this committee may be modified by mutual agreement.
- 19.2.0. The Committee shall meet at a mutually convenient time and within twenty (20) calendar days of the written request of either party being received by the other.
- 19.3.0. Should a meeting be convened at a mutually agreed time which requires the early dismissal of an Occasional Teacher, the Occasional Teacher may attend such a meeting without loss of pay provided that the Occasional Teacher has been in the current assignment for at least 5 consecutive school days.
- 19.4.0. Such a Committee shall discuss issues of concern to either the Board or the Local but shall not consider any matter which is under negotiation or which is the subject of a grievance under the grievance procedure of this Agreement.
- 19.5.0. Such a Committee shall be a consultative body and may make recommendations to the person designated by the employer.
- 19.6.0. The Occasional Teachers' section of the Employee Services Protocol as developed in consultation with the Local may be amended from time to time in consultation with the Local.
- 19.7.0. Prior to making any changes to the Board's protocol regarding the dispatch system, the Board shall consult with the Union at the Elementary Occasional Teachers' Consultation Committee.
- 19.7.1. Annually, upon written request to the Board after October 31st of the school year, the Local shall be provided with:
 - a) a statement of the number of Occasional Teachers participating in the Board's benefit plan in the current school year,
 - b) a scattergram of the current daily occasional teacher salaries for the current school year.

20.0.0. PRINTING OF THE AGREEMENT

- 20.1.0. The Board shall provide, at the Board's expense, a copy of this Agreement to each Occasional Teacher and shall provide the Union with (50) fifty copies once the printing has been completed.

21.0.0. PERSONNEL FILES

- 21.1.0. An Occasional Teacher shall have access during normal business hours to that Occasional Teacher's personnel file upon prior written request and in the presence of the person designated by the employer. The Occasional Teacher may be provided with a copy of any material contained in this file.

21.2.0. The Occasional Teacher may be accompanied by one other person who shall have access to such information at the request of the Occasional Teacher.

21.3.0. If the Occasional Teacher disputes the accuracy or completeness of any such information other than an evaluation under 14.0.0., the Board shall within 15 days from receipt of a written request by the Occasional Teacher stating the alleged inaccuracy either confirm or amend the information.

Where the Board amends such information under 21.3.0. the Board shall, at the request of the Occasional Teacher, attempt to notify all persons who received a report based on the inaccurate information.

22.0.0. **COMMUNICATIONS**

22.1.0. All official communications between the parties arising out of this Agreement or incidental thereto shall pass between the person designated by the employer and the official designated by the bargaining unit.

23.0.0. **POSTING OF NOTICES – BULLETIN BOARD**

23.1.0. The Board shall provide space on a bulletin board in each elementary school for the posting of notices dealing with Union business. All such notices shall receive prior written approval from the person designated by the employer. Such approval shall not be unreasonably withheld. Where practical, the decision will be communicated to the Union within one business day of receipt, by the person designated by the Employer, of the requested notice.

24.0.0. **UNION BUSINESS**

24.1.0. Subject to 24.1.1. to 24.1.2., the Board shall grant a paid leave of absence to an Occasional Teacher who is elected either to ETFO Provincial Office or as full time President and/or other officer(s) of the Local for a period of a year.

24.1.1. Such an Occasional Teacher shall be paid, at the rate that is set by the Union, provided that the rate conforms to either the appropriate daily or the appropriate long term occasional teacher rate.

24.1.2. Such an Occasional Teacher will be retained on the Board's Occasional Teacher List, in an "inactive" status, for the duration of the period of elected office.

24.2.0. If the Local requests a part-time leave for the President and/or other officer(s) of the Local, the Board shall grant such request provided that the part-time leave shall be regularly scheduled in a manner acceptable to the Board.

24.2.1. 24.1.1. applies to a part-time leave for the President and/or other officer(s).

24.2.2. It is understood and agreed that the President and/or other officer(s) will be unavailable for long term occasional teaching positions while on a part-time leave for union business.

24.3.0. The Union may appoint or otherwise select a negotiating committee of up to five (5) members. The committee shall represent the Union in all negotiations for the renewal of this Agreement with the representatives of the Board.

24.3.1. Subject to the program needs of the Board, a Long Term Occasional Teacher, who is a member of the negotiating committee, shall be paid at the rate that the Occasional Teacher would receive as a Long Term Occasional Teacher.

24.4.0. Effective September 1, 2002 any paid leave of absence shall be considered as teaching experience where the President or other officer(s) of the Local are being paid a long term occasional grid salary by the Board as reimbursed by the Local.

24.5.0. The period of paid leave for the President or other officer(s) of the Local shall be considered as a period contributing to eligibility for participation in the Board's employee benefit plans as set out in 13.0.0. provided that, if the Occasional Teacher participates, the Union reimburses the Board for the Board's share of the premium costs.

24.6.0. When the Board requires that an Occasional Teacher, as a representative of the bargaining unit, be present at a meeting, dealing with matters relating to the bargaining unit, during the Occasional Teacher's normal hours of work, the Board shall pay the Occasional Teacher at the rate for the day or half day for which the presence is required.

24.7.0. The Union shall reimburse the Board for the full employment costs incurred under 24.1.0. to 24.5.0.

24.8.0. Notwithstanding 24.7.0., a member of the negotiating committee under 24.3.0., who is employed in a Long Term Occasional Teacher position at the time when a meeting, or meetings, with the Board's negotiating team has, or have been, scheduled by a mediator or conciliation officer, shall, if the assignment continues on the days of the meeting(s), be released with the applicable pay and benefits for the meeting(s).

24.8.1. The time referred to in 24.8.0. is the time when the mediator or conciliator notifies the parties of the meeting(s).

25.0.0. **ABSENCE DURING THE QUALIFYING PERIOD OF
A PRE-SCHEDULED LONG TERM OCCASIONAL
TEACHER ASSIGNMENT**

25.1.0. Subject to 25.1.1. and 25.1.2., if the prospective assignment of an Occasional Teacher is scheduled to extend beyond the qualifying period, required for a Long Term Occasional Teacher assignment, and the Occasional Teacher has completed at least six (6) days of the assignment but is required to be absent for a period not exceeding one day, the Occasional Teacher shall continue in the assignment after the day of absence.

25.1.1. The reason for the absence shall be limited exclusively to an absence for an approved religious holy day, a professional development day or for personal illness.

25.1.2. Prior to being absent, the Occasional Teacher shall notify the Principal, or designate, of the reason for the absence and confirm to the Principal, or designate, the Occasional Teacher's intent to return to the assignment after the absence.

25.2.0. An absence, under 25.1.0., does not count as a day towards the qualifying period under 5.6.0.

26.0.0. **ACCESS PROVISIONS**

26.1.0. **Access to Day School Teacher Positions**

26.1.1. The Board will, in consultation with the Local, establish a process to ensure that Occasional Teachers are aware of the deadlines for applying for day school teaching positions.

26.1.2. The Board will provide an information session, to which Occasional Teachers shall have access, regarding the selection process, including the criteria for selection to the approved for hire list.

26.1.3. The Board shall provide to the Union by September 15 each year, a list of Occasional Teachers on the active roster at June 30 of the previous school year that have been hired into half-time and full-time elementary teaching positions.

26.2.0. **Access to Long Term Occasional Teaching Positions**

26.2.1. When, at least fifteen (15) school days prior to its commencement, it is known, to the person designated by the employer, that an occasional teaching assignment will become a long term occasional teaching assignment, the assignment shall be advertised on the Board Intranet for a period of four (4) days.

- (a) Only Occasional Teachers on the Elementary Occasional Teacher List who have completed a minimum of five (5) days as a Short-Term Occasional Teacher with the Board or a previous long-term occasional teaching assignment with the Board prior to the date of posting, shall initially be considered to fill a long-term occasional teaching assignment in the first round of posting for the job. ("Round 1") Permission must be received from the Central Co-ordinating Principal with responsibility for Occasional Teachers or designate, prior to offering the position.
- (b) In the event that there is no applicant in Round 1 who is selected for a long-term occasional teaching assignment, the assignment may be re-posted ("Round 2"). Applicants with or without five (5) days short-term occasional teaching experience or a previous long-term occasional teaching assignment with the Board shall at this point be eligible for consideration for the long-term occasional teaching assignment. Permission must be received from the Central Co-ordinating Principal with responsibility for Occasional Teachers or designate, prior to offering the position.
- (c) If it is determined, from the interview process, that no available Occasional Teacher is acceptable, then the Employer will appoint a person to the assignment.
- (d) Upon approval of the appointment in either Round 1 or subsequent Rounds, the Board shall provide to the Local:
 - i. The LTO posting number
 - ii. The school, grade and/or subject assignment
 - iii. The name and employee number of the person selected to fill the position
 - iv. Indication that the selected candidate has completed or has not completed five (5) days of daily occasional teaching or a previous long-term assignment with the Board.
- (e) Should no eligible candidate be selected in Round 1, the Board shall provide the Local with the names and employee numbers of all candidates interviewed in Round 1.
- (f) The Central Co-ordinating Principal with responsibility for Occasional Teaching shall provide a memorandum to all Principals by June 1 of each school year to remind them of their obligations under Article 26.2.1. in this Collective Agreement.

27.0.0. **NON TEACHING DUTIES**

27.1.0. No Occasional Teacher shall be required to perform as part of that Occasional Teacher's regular duties any duties normally and regularly performed by members of the secretarial or custodial staff. This shall not preclude the participation of an Occasional Teacher in incidental duties associated with the instructional program or in those duties as prescribed in the Education Act, as amended from time to time, and Regulations thereunder.

28.0.0. **WORKING CONDITIONS**

28.1.0. Each Occasional Teacher shall have a minimum of 40 consecutive, uninterrupted minutes for lunch.

28.2.0. The Timetable for an Occasional Teacher shall be the same as the timetable of the Teacher being replaced.

28.2.1. Notwithstanding Article 28.2.0. an Occasional Teacher shall not be assigned any supervisory duty prior to the commencement of class on the first morning of an assignment or prior to commencement of the afternoon class on the first day if it is a half-day afternoon assignment. It is understood that a comparable supervisory duty may be assigned by the Principal during the day.

28.2.2. Notwithstanding Article 28.2.0., should the Board bring in an Occasional Teacher for an assignment other than the replacement of an absent teacher (e.g. preparation payback, coverage for IPRC meetings, grade placements, divisional meetings), the Board will enter the assignment into the dispatch system in a manner that informs the Occasional Teacher of the nature of the assignment.

28.2.3. Notwithstanding Article 28.2.0., on a day when a school does not receive a sufficient allotment of Occasional Teachers to cover teacher absences, an Occasional Teacher may be required to assist in the coverage of classes along with regular day school teachers.

28.3.0. No Teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.

28.4.0. An Occasional Teacher shall be paid either a half-day's pay or a full day's pay. An assignment scheduled for one-half day or less shall be compensated at a half-day's pay. An assignment scheduled in excess of one half-day shall be compensated at a full day's pay.

29.0.0. **CONTINUING EDUCATION OCCASIONAL TEACHERS**

29.1.0. Except as set out in 29.1.1. and 29.1.2., only the terms and conditions of employment, in 29.0.0., apply to Continuing Education Occasional Teachers.

29.1.1. The following apply to Continuing Education Occasional Teachers:

- 1.0.0. and 1.1.0
- 2.0.0. to. 2.2.0.
- 3.0.0. and 3.1.0.
- 4.0.0. and 4.1.0.
- 5.2.0. and 5.3.0.
- 6.0.0. and 6.1.0.
- 7.0.0. to 7.4.0.
- 8.0.0. and 8.1.0.

29.1.2. **Grievance Procedure**

(a) Within the terms of this Agreement, a grievance is a difference relating to the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

Step One

(b) A grievance may be filed by the Union, on behalf of a Continuing Education Occasional Teacher or group of Occasional Teachers, in writing and signed by the Union, to the person designated by the Employer. The grievance shall state the clause or clauses of this Agreement that it is alleged have been violated, together with a description of the complaint sufficient to indicate the substance of this complaint and the remedy sought. The person designated by the employer shall attempt to resolve the grievance within 10 days of receipt of the grievance in writing.

(c) The Board or Union shall initiate an individual or a group grievance by giving notice to the other party within 25 days following the day the cause for the grievance became known or reasonably ought to have been known to the grieving party.

(d) The time within which such grievance may be brought may extend up to 25 days beyond the term of this Agreement if the day the cause became known or reasonably ought to have been known is within 25 days preceding the end of the term of this Agreement.

- (e) The parties may, by mutual consent, agree to extend the time limits provided for herein. If a grievance is not initiated within these time limits, or is not processed to the next higher step or to arbitration within the time limits prescribed, the grievance shall be deemed to be abandoned.

Step Two - Arbitration of Grievance

- (f) Where a grievance relates to the interpretation, application, administration or alleged violation of this Agreement including any question as to whether a matter is arbitrable, the Board or Union may, after the grievance procedure established by this Agreement has been complied with, notify the other party in writing of its desire to submit this grievance to arbitration.
- (g) The notice shall specify whether the party giving the notice desires a single arbitrator or a board of arbitration, and if the latter, shall specify the party's appointee to the board of arbitration. Such notice shall be delivered to the other party in writing who shall, if they do not wish a single arbitrator, so advise the originating party within 10 days and shall at the same time name its appointee to the Board of arbitration. The originating party shall then appoint its nominee within five school days of being advised of the appointee of the other party.
- (h) The two appointees, or in the case of a single arbitrator, representatives of the Board and Union shall as soon as possible appoint an arbitrator or the chairperson of the arbitration board. If either party fails to appoint an arbitrator or, if the appointees fail to agree on a chairperson, or if the representatives cannot agree on a single arbitrator, the appointment shall be made by the Minister of Labour upon the request of either party. The arbitrator or arbitration board shall hear and determine the grievance, shall issue a decision and the decision shall be final and binding on the parties. The decision of a majority shall be the decision of the arbitration board, but if there is no majority the decision of the chairperson shall govern.
- (i) The single arbitrator or arbitration board shall have no jurisdiction to alter, modify or amend any part of this Agreement.
- (j) No person shall be appointed as an arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- (k) Each of the parties shall bear the expense of its own appointee and the parties shall jointly share the expenses of the chairperson of the arbitration board.

29.2.0. **Salary**

29.2.1. The hourly rate of pay for a Continuing Education Occasional Teacher shall be:

September 1, 2008	-	\$44.01
September 1, 2009	-	\$45.77
September 1, 2010	-	\$47.14
September 1, 2011	-	\$48.55

Rates are inclusive of Vacation Pay and Statutory Holiday Pay

29.2.2. The hourly rate of pay, set out in 29.2.1., shall be payment for the normal duties of a Continuing Education Occasional Teacher and shall be paid for classroom hours only.

LETTER OF UNDERSTANDING
Letters of Concern and/or Discipline

The parties agree that:

- (i) The process of performance appraisal is sometimes separate and distinct from letters of concern and/or discipline.
- (ii) A letter of concern and/or discipline, must be forwarded to an Occasional Teacher within the timelines stipulated in Article 14.3.0.
- (iii) Prior to the imposition of any disciplinary action, the Board representative shall advise the Occasional Teacher that s/he has the right to Union representation at a meeting to discuss the matter.

LETTER OF INTENT
Data Collection and Staffing
Staffing Committee Sub-committee of EOTCC

The Board will gather, on an on-going basis, data concerning unfilled vacancies, Occasional Teacher utilization and emergency appointments. This data will be shared with the Elementary Occasional Teachers' Consultation Committee. If the Elementary Occasional Teacher Consultation Committee does not meet in any given month, upon request, the data will be shared with the President of the Local in a timely fashion.

A Staffing Committee shall be convened no later than June of each year to review the staffing process for the upcoming year. This Committee shall be comprised of equal representation from the Board and the Local, including input from the Elementary Teaching Office. This Committee shall be a sub-committee of the Elementary Occasional Teachers' Consultation Committee.

Following the June meeting, the full committee including representation from the Elementary Teaching Office (including the Senior Manager of Elementary Teaching), will meet by October 15, December 15, February 28, and April 30 each year.

The Staffing Committee will consult on:

- a) The Board's Occasional Teacher grade, subject, and geographic needs;
- b) Managing the current number of Occasional Teachers on the List, to fill the Board's staffing requirements while providing a reasonable level of employment for Occasional Teachers;
- c) Developing a process for priority consideration of Occasional Teachers covered by this agreement on the Board's eligible-to-hire list who are seeking contract positions with the Board.
- d) Strategies for recruitment.

The Union Local undertakes to inform its members of changes to the Board's occasional teacher requirements.

Letter of Understanding
Healthy and Safe Workplace Committee

The Board and the Local recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

The Board will convene a sub-committee of the Elementary Occasional Teachers' Consultation Committee to discuss a healthy and safe work environment. There will be an equal number of representatives of the Board and the Local. The sub-committee will meet to review recommendations from the Provincial Task Force.

The sub-committee may choose to meet at mutually agreeable times prior to the report of the Provincial Task Force and make interim recommendations.

IN WITNESS HEREOF the Board has caused to be fixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Union has by the hands of its duly authorized representatives executed this Agreement.

Dated at Toronto this _____ day of _____, 2009.

Toronto District School Board

Chair

Director of Education and Secretary-Treasurer

Chief Negotiator

**Elementary Teachers' Federation of Ontario
(Representing the Elementary Occasional Teachers employed by the Toronto District School Board)**

President

Chief Negotiator

E.T.F.O.

SUPPLEMENTARY INFORMATION

(This information is not part of the Collective Agreement)

Effective September 1, 2008

Step	Category A	Category A1	Category A2	Category A3	Category A4
0	38,318	41,424	43,350	46,888	50,210
1	40,340	43,612	45,649	50,037	52,934
2	42,690	46,150	48,301	53,366	56,174
3	45,034	48,686	50,958	56,690	59,426
4	47,706	51,574	53,952	60,197	63,198
5	50,374	54,456	56,969	63,696	66,971
6	52,183	57,341	59,970	67,199	70,738
7	54,813	60,235	62,964	70,702	74,518
8	57,440	63,122	65,971	74,202	78,283
9	60,068	66,006	68,972	77,708	82,058
10	62,695	68,895	71,969	81,213	85,830
11X	64,417				
11Y	65,450				
11Z	68,895				

Effective September 1, 2009

Step	Category A1	Category A2	Category A3	Category A4
0	42,252	44,217	47,826	51,214
1	44,484	46,562	51,038	53,993
2	47,073	49,267	54,433	57,297
3	49,660	51,977	57,824	60,615
4	52,605	55,031	61,401	64,462
5	55,545	58,108	64,970	68,310
6	58,488	61,169	68,543	72,153
7	61,440	64,223	72,116	76,008
8	64,384	67,290	75,686	79,849
9	67,326	70,351	79,262	83,699
10	70,273	73,408	82,837	87,547

Effective September 1, 2010

Step	Category A1	Category A2	Category A3	Category A4
0	43,520	45,544	49,261	52,750
1	45,819	47,959	52,569	55,613
2	48,485	50,745	56,066	59,016
3	51,150	53,536	59,559	62,433
4	54,183	56,682	63,243	66,396
5	57,211	59,851	66,919	70,359
6	60,243	63,004	70,599	74,318
7	63,283	66,150	74,279	78,288
8	66,316	69,309	77,957	82,244
9	69,346	72,462	81,640	86,210
10	72,381	75,610	85,322	90,173

Effective September 1, 2011

Step	Category A1	Category A2	Category A3	Category A4
0	44,826	46,910	50,739	54,333
1	47,194	49,398	54,146	57,281
2	49,940	52,267	57,748	60,786
3	52,685	55,142	61,346	64,306
4	55,808	58,382	65,140	68,388
5	58,927	61,647	68,927	72,470
6	62,050	64,894	72,717	76,548
7	65,181	68,135	76,507	80,637
8	68,305	71,388	80,296	84,711
9	71,426	74,636	84,089	88,796
10	74,552	77,878	87,882	92,878