

|                      |        |    |    |
|----------------------|--------|----|----|
| SOURCE               | Board. |    |    |
| EFF.                 | 96     | 09 | 01 |
| TERM.                | 97     | 08 | 31 |
| No. OF<br>EMPLOYEES  | 610    |    |    |
| NOMBRE<br>D'EMPLOYÉS | 610    |    |    |

THIS AGREEMENT MADE THIS 24th DAY OF MARCH, 19 97

BETWEEN

THE BRANT COUNTY BOARD OF EDUCATION  
(Hereinafter called "the Board")

and

THE BRANCH AFFILIATES COMPOSED OF ALL THE TEACHERS EMPLOYED BY  
THE BOARD WHO ARE MEMBERS OF THE FEDERATION OF WOMEN TEACHERS'  
ASSOCIATION OF ONTARIO AND THE ONTARIO PUBLIC SCHOOL  
TEACHERS' FEDERATION  
(Hereinafter called "the Branch Affiliates")



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ARTICLE I - PURPOSE

- 1.01 It is the desire of both parties to specify within this Agreement the entitlement of those teachers covered by this Agreement as to salary certain of the conditions of employment, allowances, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.
- 1.02 It is the desire of the parties to maintain a harmonious relationship between the Board and each teacher of the Branch Affiliates and with co-operation provide the highest quality of education service.
- 1.03 This Agreement shall apply to each of the Branch Affiliates and to each of the members of the respective Branch Affiliates employed by the Board under the terms of a Probationary Teacher's Contract or a Permanent Teacher's Contract, on and after the effective date.

ARTICLE II - EFFECTIVE PERIOD AND RENEWAL

- 2.01 This Agreement shall be effective from ~~September 1, 1996~~, and shall continue in full force up to and including ~~August 31, 1997~~, and shall continue automatically thereafter **for annual** periods of one year unless either party notifies the other, in writing, within the month of January, that it desires to negotiate with a view to renewal, with or without modification, of this Agreement. If notice is given the parties shall meet within thirty days from the giving of notice.
- 2.02 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of the present Agreement that all the terms and provisions of the present Agreement shall continue in force and effect until such time as it is superseded by a new Agreement or as otherwise provided for in the School Boards and Teachers Collective Negotiations Act, then in effect.
- 2.03 This Agreement shall supersede all previous Agreements, and shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions, additions or substitutions) to the Articles defined herein shall be made only by mutual consent, in writing, of the parties to this Agreement.
- 2.04 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

- 3.01 The Branch Affiliates recognize that, within the limitations and qualifications contained in this Agreement, it is the sole and exclusive right of the Board to manage the affairs of the Board. The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable and consistent with this Agreement.

ARTICLE III - RIGHTS AND RESPONSIBILITIES (Cont'd)

- 3.02 A permanent contract teacher shall not be disciplined or dismissed without just and sufficient cause. Such cause shall be provided to the teacher in writing at time of discipline or dismissal. Only a claim of unjust discipline of a probationary contract teacher shall be subject for grievance and/or arbitration. Any matter in regard to which a permanent contract teacher may have a right to a Board of Reference may only be subject of grievance and/or arbitration provided that the teacher is not pursuing the matter through a Board of Reference. If a teacher's application for a Board of Reference has been denied, the teacher may initiate a grievance, commencing at Step Two of the Grievance Procedure, within five (5) school days of receiving the letter of denial of a Board of Reference.
- 3.03 Upon written request and subject to availability, the Board will provide the Branch Affiliates with data relevant to the negotiations and administration of this Agreement.

ARTICLE IV - RECOGNITION

- 4.01 The Board recognizes the Teacher Bargaining Committee officially authorized by the Branch Affiliates as the committee to represent the teachers of the Branch Affiliates and to negotiate on their behalf. Teacher shall be as defined in The School Boards and Teachers Collective Negotiations Act, then in effect, and every teacher will be employed on a contract of employment with the form of contract prescribed by the regulations under the Education Act.
- 4.02 The Board also recognizes the right of the Branch Affiliates to authorize their provincial Affiliates or any other agent to represent the teachers and to negotiate on their behalf.
- 4.03 The Branch Affiliates undertake to inform the Board, in writing, of the members of the Teacher Bargaining Committee who may be elected or appointed from time to time and to inform the Board, in writing, whenever the Affiliates or other agents have been authorized to represent the Branch Affiliates or to negotiate on their behalf.
- 4.04 The Branch Affiliates recognize the Board Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf.
- 4.05 The Branch Affiliates also recognize the right of the Board to authorize the Ontario Public School Boards' Association or the Ontario School Trustees' Council or any other agent to represent the Board and to negotiate on its behalf.
- 4.06 The Board undertakes to inform the T.B.C., in writing, of the members of the Negotiating Committee who may be elected or appointed from time to time and to inform the T.B.C., in writing, whenever the Ontario Public School Boards' Association or the Ontario School Trustees' Council or other agents have been authorized to represent the Board or to negotiate on its behalf.

ARTICLE V - CATEGORY DEFINITIONS

- 5.01 Category definitions will be in accord with the Qualification Evaluation Council of Ontario, Program 3, (June 1975).
- 5.02 It shall be incumbent upon the teacher to provide documented proof in the form of a Category Certification Statement from Q.E.C.O. as to his/her appropriate category classification. A teacher shall be placed at the minimum of Category A1 or Category A in the event the teacher does not have a degree, until such time as documentation supporting category placement is submitted and accepted by the Board, and after which time the teacher shall receive the appropriate differential amount retroactive to commencement of duties.
- 5.03 A teacher who qualifies for a category change or an allowance for a post-graduate degree (pursuant to Article 8.05) as a result of successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st if written notification is made to Human Resources Services prior to December 31st. If written notification is received subsequent to December 31st and prior to May 15th, the payment shall be retroactive to January 1st.
- 5.04 A teacher who qualifies for a category change or an allowance for a post-graduate degree (pursuant to Article 8.05) as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made to the first of the first teaching month following the completion of the course.

ARTICLE VI - IMPLEMENTATION

- 6.01 It is understood and agreed that the salaries and allowances agreed upon in any contract made between the Board and any teacher in respect to the teaching year commencing the 1st of September, shall be the salaries and allowances set out in this Agreement.
- 6.02 All teachers shall be paid strictly in accordance with the terms of this Agreement.
- 6.03 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility unless specifically provided for in the Agreement.
- 6.04 It is agreed that teachers under prescribed contract with the Board who teach on a part-time basis, shall be entitled to salaries and allowances in the ratio of time worked to total time. Such teachers shall be allowed to participate in group plans, but the Board's share of the premium cost shall be pro-rata on the basis of percentage of time worked.

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ARTICLE VII - SALARIES AND ALLOWANCES

7.01 Each teacher shall be paid a Basic Salary in accordance with his/her position on the appropriate salary grid, and, where applicable, a responsibility allowance.

7.02 (a) Basic Salary Grid

| Years of Experience | CAT. A | CAT. A1 | CAT. A2 | CAT. A3 | CAT. A4 |
|---------------------|--------|---------|---------|---------|---------|
| 0                   | 26 980 | 28 970  | 30 074  | 32 721  | 34 431  |
| 1                   | 28 745 | 30 959  | 32 211  | 34 999  | 36 932  |
| 2                   | 30 512 | 32 960  | 34 357  | 37 281  | 39 450  |
| 3                   | 32 284 | 34 973  | 36 517  | 39 577  | 41 977  |
| 4                   | 34 065 | 37 003  | 38 688  | 41 888  | 44 517  |
| 5                   | 35 838 | 39 031  | 40 874  | 44 213  | 47 066  |
| 6                   | 37 619 | 41 085  | 43 070  | 46 543  | 49 629  |
| 7                   | 39 403 | 43 145  | 45 277  | 48 891  | 52 205  |
| 8                   | 41 189 | 45 215  | 47 496  | 51 247  | 54 793  |
| 9                   | 42 981 | 47 305  | 49 725  | 53 616  | 57 391  |
| 10                  | 45 114 | 49 770  | 52 366  | 55 999  | 60 004  |
| 11                  | 46 805 |         |         | 58 833  | 63 096  |
| 12                  | 49 770 |         |         |         |         |

*50%*

*Base*

(b) Pay Equity

On January 1, 1990 a teacher who was formerly in Category D, C or B shall move to his/her actual step in Category A but shall not move beyond the penultimate experience step of Category A except as follows:

( i ) A teacher who has, under the terms of this Agreement, qualified to move to Category A1, A2, A3 or A4, shall do so;

OR

(ii) A teacher who has successfully completed the course requirements listed below in (A), (B) or (C) shall move to the maximum of Category A on September 1st or January 1 provided course requirements are completed prior to September 1 or January 1 respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for his/her category ranking or other salary purposes under the terms of this Agreement. Movement shall take place as follows:

*Pay Equity is for a period of 1 year only*

ARTICLE VII - SALARIES AND ALLOWANCES (Cont'd)

- 7.02 (b) A) In the case of a teacher qualified in accordance with this Agreement to be placed in Category B, 5 acceptable courses, at least 4 of which must have been completed since January 1, 1990.
- B) In the case of a teacher qualified in accordance with this Agreement to be placed in Category C, 7 acceptable courses, at least 5 of which must have been completed since January 1, 1990.
- C) In the case of a teacher qualified in accordance with this Agreement to be placed in Category D, 9 acceptable courses, at least 6 of which must have been completed since January 1, 1990.

Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of this Agreement.

7.03 Allowance for Experience

Previous school teaching experience approved by the Board will be recognized as at the beginning of the school year in accordance with the following:

- (a) One year allowance shall be paid for each 10 month period .. September 1st to June 30th .. of full-time continuous teaching.
- (b) The following shall apply for experience effective September 1, 1996 and thereafter:
  - (i) Fractional teaching experience which is full-time and continuous for at least one month shall be recognized and calculated on a pro rata basis.
  - (ii) Part-time teaching experience (less than a full day's timetable) shall be recognized and calculated on a pro rata basis provided it is equivalent to at least one month of continuous full-time teaching.
- (c) The accumulation of this experience will only involve teaching subsequent to September 1st, 1975.
- (d) For salary purposes only, teaching experience as a principal shall be credited on the program supervisors' grid, similarly teaching experience as a program supervisor shall be credited on the principals' grid.

ARTICLE VIII - OTHER ALLOWANCES

8.01 Responsibility Allowances - Supervisors

|                              |         |
|------------------------------|---------|
| Co-ordinators                | \$6 346 |
| Special Education Consultant | 4 698   |
| Curriculum Assistants        | 4 698   |

ARTICLE VIII - OTHER ALLOWANCES (Cont'd)

8.02 Principals' Salary

|  |          |
|--|----------|
| Years of Experience as at<br><u>Beginning of the School Year</u> |          |
| 0  | \$70 279 |
| 1  | 71 640   |
| 2  | 73 003   |
| 3  | 74 366   |

8.03 Vice-Principals' Allowances

|  |         |
|--|---------|
| Years of Experience as at<br><u>Beginning of the School Year</u> |         |
| 0  | \$4 226 |
| 1  | 4 635   |
| 2  | 5 043   |

8.04 Program Supervisors' Salary

|  |        |
|--|--------|
| Years of Experience as at<br><u>Beginning of the School Year</u> |        |
| 0  | 70 279 |
| 1  | 71 640 |
| 2  | 73 003 |
| 3  | 74 366 |

8.05 Allowance for Post-Graduate Degrees

- (a) A payment of **\$790** will be paid to a teacher, Vice-Principal or Principal holding a post-graduate degree - such as M.A., M.Sc., M. Ed., B. Paed. **An** additional \$105 will be paid for a second post-graduate degree.
- (b) If credits are used for the post-graduate degree course for advancement in the Q.E.C.O. Classification Charts, the post-graduate allowance will not be paid.

ARTICLE IX - METHOD OF PAYMENT

9.01 The following method of payment shall apply:

| <u>Month</u> | <u>1st School Day</u> | <u>15th Of Month</u> | <u>Last School Day In Month</u> |
|--------------|-----------------------|----------------------|---------------------------------|
| September    | 4%                    | 4%                   | 4%                              |
| October      |                       | 4%                   | 4%                              |
| November     |                       | 4%                   | 4%                              |
| December     |                       | 12%                  |                                 |
| January      |                       | 4%                   | 4%                              |
| February     |                       | 4%                   | 4%                              |
| March        |                       | 4%                   | 4%                              |
| April        |                       | 4%                   | 4%                              |
| May          |                       | 4%                   | 4%                              |
| June         |                       | 4%                   | 16%                             |

ARTICLE IX - METHOD OF PAYMENT (Cont'd)

9.02 In the event that a pay date falls on a Saturday, Sunday or holiday, the pay date shall be the school day immediately preceding the Saturday, Sunday, or holiday.

9.03 Federation fees will be deducted based on 10 monthly deductions, 10% in each month September to June. In addition, by September 30th of each year the Board agrees to remit to the Branch Affiliates the teacher's share of the Unemployment Insurance Commission premium reduction for each teacher who signs a payroll deduction authorization. The Branch Affiliates shall be responsible for submitting the signed authorizations to the Board.

9.04 For purposes of calculating loss of a day's pay, the figure shall be 1/200 of the teacher's total salary.

9.05 Notwithstanding Article 9.01, a teacher is entitled to be paid his/her salary in the proportion that the total number of school days for which he/she performs his/her duties in the school year bears to the total number of school days in the school year.

9.06 Prior to any adjustment to salary as a result of an overpayment or underpayment Human Resources Services shall consult with the teacher to discuss the timing for the necessary adjustment. Notice of the adjustment shall be given to the Presidents of the Branch Affiliates at least one month prior to the implementation of the adjustment.

ARTICLE X - BENEFITS

$\frac{70G - J}{90}$  ✓       $\frac{76G}{1}$  ✓

10.01 The Board will pay 90% of the premium cost of an Extended Health Care Plan for each eligible teacher participating in the Plan. The Plan shall include provision for Vision Care with a maximum payment of \$175 every two years for teacher and spouse and \$125 every year for a dependent child.

✓  
 $\frac{70C}{999}$  ✓  
 $\frac{72}{999}$

10.02 Each teacher who is eligible, and who wishes to participate shall be covered by Group Life Insurance for an amount equal to two and one-half (2 1/2) times annual salary to the next highest \$1 000. The Board will pay 100% of the premium on the first \$25 000 of insurance coverage, plus 75% of the premium on the balance of the insured coverage.

✓  
 $\frac{70E}{90}$  ✓  
 $\frac{71}{Basic Plus}$  ✓

10.03 For each eligible teacher participating in the Plan, the Board shall pay 90% of the premium cost for Liberty Health Dental Plan Number 9 with Rider #2 (\$2 000 maximum every five years and 50% co-insurance for each teacher, spouse and dependent child); with Rider #3 (\$1000 life-time maximum and 50% co-insurance for each teacher, spouse and dependent child); and with Rider #4 (\$2 000 per year maximum and 50% co-insurance for each teacher, spouse and dependent child).

Each January, the O.D.A. Schedule of Fees shall be amended to provide for the previous year's Schedule. It shall be a condition of employment that all teachers employed subsequent to January 1, 1981, shall be required to participate in the Plan. The following procedures shall be included in the O.D.A. Schedule of Fees; 13401, 13404, 15100, 15600, 99350, 49010, 49011.

ARTICLE X - BENEFITS (Cont'd)

- 10.04 Where changes in coverage (including carrier) are being considered, a committee of trustees, teacher Federation representation and a member of the administrative personnel shall be established to meet and study the changes. The committee shall reconvene before any recommendations are made to the Board.
- 10.05 Premiums for benefits will be based on 12 monthly deductions, one for each month, September to May, and three in June.
- 10.06 The Board agrees to administer a Long-Term Disability Insurance Plan provided that the Plan does not affect in any way the present use of sick leave (i.e. does not allow pro-rating of sick leave). The teachers agree to pay 100% of the premium cost.
- 10.07 The Board agrees to administer the Registered Retirement Savings Plan (R.R.S.P.) provided by the Equion Group. The participating teacher agrees to pay 100% of the premium contribution to their individual plan.
- 10.08 If approved by the carrier, a member of the Branch Affiliates who retires (on a pension from the Teachers' Pension Plan Fund) from the Board prior to age 65 may retain membership in any of the benefit plans to which he/she belonged at the time of retirement, until he/she attains the age of 65. The retired member must pay the full premium costs to maintain his/her participation and coverage under the group contracts.
- 10.09 If approved by the carrier, a spouse of a deceased member of a Branch Affiliate may retain membership in the Extended Health Care Plan, and the Dental Plan for a period of up to one (1) year after the member's death provided that the member belonged to the Plans at the time of death. The spouse may pay one hundred (100) percent of the premium costs in advance quarterly.

ARTICLE XI - LEAVE PLANS

11.01 Pregnancy and Parental Leave

↓  
 58A  
 017  
 ↓  
 58B  
 018  
 ↓  
 61A  
 018  
 ↓  
 63M  
 unpaid

- (a) A Pregnancy and Parental Leave will be granted according to the terms of the Employment Standards Act.
- (b) Exceptions  
 Exceptions to the terms of the Pregnancy and Parental Leave Section of the Employment Standards Act may be made by mutual consent between the Board and the teacher to extend a leave.
- (c) Subject to continuing eligibility, a teacher on extended pregnancy or parental leave (beyond the leave provided in the Employment Standards Act) at his/her own request shall be provided with such information as will enable the teacher to pay full premiums for benefits outlined in Article X, so as to ensure uninterrupted benefits for the period of the extended leave.
- (d) Upon return from Pregnancy or Parental Leave, the teacher shall be guaranteed a position in his/her former school and shall be credited with teaching experience for salary increment as if he/she had taught the duration of the Leave, but not to exceed the maximum of the leave as provided in the Employment Standards Act.

ARTICLE XI - LEAVE PLANS (Cont'd)

11.01 Pregnancy and Parental Leave (Cont'd)

57  
2 weeks 70%

- (e) The Board shall compensate the teacher, through an Unemployment Insurance Commission approved Supplemental Unemployment Benefit Plan, for the two-week waiting period in an amount equal to the Unemployment Insurance Commission benefit that would be payable to the teacher during each week of benefit period.

11.02 Cumulative Sick Leave

73  
Year 20 days - acc. 300

- (a) Each teacher is entitled to Sick Leave of twenty days per year.
- (b) A teacher employed for less than full-time or full year shall be entitled to Sick Leave pro-rated on the term of employment.
- (c) Unused portions of Sick Leave shall be permitted to accumulate to a maximum of 200 days, and in addition, teachers who have five (5) years of service with the Brant County Board of Education, and who have accumulated 200 days, may further accumulate 50% of the annual unused leave allowance, to the nearest half (1/2) day, to a maximum of 100 additional days, making the maximum possible accumulation 300 days.
- (d) Teachers will be supplied with a statement of Cumulative Sick Leave Credit in September and upon termination of employment.
- (e) Newly employed teachers will be permitted to transfer sick leave credits accumulated with a previous Board, subject to the terms of the Education Act, 1995, Section 180(4) to a maximum of 200 days.

11.03 Sabbatical Leave

- (a) Sabbatical Leave must be used for the purpose of improving general education, teaching techniques, curriculum study, or other worthwhile pursuits.
- (b) The Board shall receive a written request from a teacher applying for Sabbatical Leave through his/her Principal and Superintendent by the preceding March 1st for leave commencing in September to December and by the preceding October 1st for leave commencing in January to June. The Board may require a teacher to provide further detailed clarification supporting his/her request in oral and/or written form.
- (c) A Sabbatical Leave shall be for not less than one month and not more than ten months. Granting of Sabbatical Leave shall be at the sole discretion of the Board.
- (d) Not more than four (4) teachers from the Elementary Schools shall be on leave at the same time.
- (e) To qualify for leave, a teacher must have five years of service with the Brant County Board of Education.

ARTICLE XI - LEAVE PLANS (Cont'd)

11.03 Sabbatical Leave (Cont'd)

(f) A teacher granted Sabbatical Leave must agree to return and teach full-time or its equivalent for the Brant County Board as follows:

- Leave for 7 - 10 months .. 3 years,
- Leave for 3 - 6 months .. 2 years,
- Leave for 1 - 2 months .. 1 year.

( i) If, for any reason, other than death or absence on Long-Term Disability pursuant to 10.07, this requirement to return and teach for the Board is not fulfilled, the teacher shall reimburse the Board for the salary received while on Sabbatical Leave.

( ii) In any case or cases where this requirement is partially fulfilled, the repayment to the Board shall be on a pro-rata basis, except in the event of the death of the teacher, in which case the outstanding liability will be cancelled.

(iii) In the event that a teacher's employment with the Board is terminated by redundancy before the requirement is fulfilled, the outstanding liability will be cancelled.

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(g) A teacher will be paid 75% of the salary to which he/she would be entitled had he/she remained at his/her teaching post and shall receive normal salary increments and adjustments. This excludes any responsibility allowance.

(h) The Sabbatical Leave Plan shall not be associated in any way with the cumulative sick leave plan.

(i) The Board agrees to advise the applicant(s), in writing, of its decision by April 1st or November 1st, whichever is applicable.

(j) Notwithstanding anything that appears in these regulations, the Board shall reserve the right to deal with each request for Sabbatical Leave on its own merit.

(k) Leave under this policy will be subject to the teacher signing an agreement outlining the conditions of the leave.

ARTICLE XII - CONFERENCE FUND

12.01 A Conference Fund of \$36 965 shall be established for each calendar year until the 1999 calendar year when the fund shall be increased to \$46 965, with a further increase to \$56 965 in the calendar year 2000, \$66 965 in the calendar year 2001, and \$72 965 in the calendar year 2002.

In addition to registration, all accommodation, transportation, and other expenses, the cost of supply teachers required will be chargeable to this fund.

ARTICLE XIII - ADVERTISING VACANCIES

- 13.01 A principal may make adjustments to staff assignments within a school prior to the posting of vacancies for that school.
- 27F  
13.02 It is agreed that when a vacancy effective September 1st occurs for any position covered by the Agreement, it shall be posted first in the Education Centre and each elementary school.
- 13.03 If a vacancy which occurs after September 1st **can** be filled by an occasional teacher, as defined in the Education Act then in effect, the position shall be filled by an occasional teacher for the balance of that school year and posted in accordance with 13.02 if the vacancy still exists for the following September.
- 13.04 when a vacancy occurs for any term position, a copy of the posting will be sent to the incumbent by the Board at the time of the position being posted.
- 13.05 If a vacancy occurs after September 1st which requires a teacher under permanent or probationary contract, that position shall be posted in all schools. In addition any probationary teacher whose contract is terminated due to redundancy as of August 31st will be sent a copy of the posting until December 31st of the year in which he/she is declared redundant. Posting shall be restricted to the first vacancy only.
- 13.06 A vacancy which occurs in a Position of Added Responsibility, after September 1st, will be filled on an acting basis for the balance of that school year and posted in accordance with 13.02 if the vacancy still exists for the following September.
- 13.07 Notwithstanding Articles 13.03 and 13.06, the Board may advertise all vacant positions immediately upon their occurrence and fill such positions from applications received.
- 13.08 when the Board posts a position and no teacher applies, the Board has the right to place a pool teacher in the position.
- 13.09 It is agreed that although the Board retains the right to appoint teachers to newly created positions within the system in accordance with the Education Act and Regulations, the Board agrees to notify the Teachers' Bargaining Committee of such appointments and to negotiate salaries and allowances, if applicable, for these positions.

ARTICLE XIV - ABSENCES FOR REASONS OTHER THAN ILLNESS

- 14.01 The following absences will be without loss of sick leave credit or loss of salary:
- 63A  
14.01 (a) Bereavement; A total of up to five school days may be allowed per bereavement of the following: father, mother, spouse, or child. A total of up to three school days may be allowed per bereavement of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, or other person in loco parentis or any relative who lived in the home. One day may be allowed to attend the funeral of a grandparent-in-law.

ARTICLE XIV - ABSENCES FOR REASONS OTHER THAN ILLNESS (Cont'd)

14.01 (b) A teacher, with the prior approval of the Director of Education or his designate, may be absent from duty by reason of examinations and convocations as detailed below:

- ( i) For the purpose of writing examinations, only the half-day period in which the examination occurs will be granted. In addition to the half-day mentioned in the foregoing, one half-day will be allowed for travelling, if necessary.
- (ii) A half-day period is granted for a staff member to attend his/her own graduation ceremony, or those of his/her own son, daughter, husband, wife or fiance. In addition to the half-day period mentioned in the foregoing, one half-day will be allowed for travelling time, if necessary.

14.02 The following absences will be without loss of salary but will be charged to the teacher's accumulated sick leave credits:

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unpaid

(a) Up to a maximum of three school days (up to two of these days may be used for adoptive or paternity leave) may be allowed per year for urgent personal matters, family-related matters, observance of recognized Religious Holy Days, or community or public service which cannot be conducted other than during school hours. Whenever possible such absence is to be covered internally without the use of a supply teacher. However, a supply teacher may be secured where, in the opinion of the appropriate supervisor, the failure to do so could interfere with the educational process.

(b) One day only per school year will be allowed for moving. It shall not apply to a teacher who has submitted his/her resignation or who is moving to take or teach a summer course.

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(c) A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) school days in any one school year, subject to providing Human Resources Services with sufficient detail to permit a fair and consistent assessment of the case.

14.03 Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Director of Education, or designate, for consideration. Wherever possible application should be made in advance. Payment or deduction of salary will be based on a review of the conditions causing absence. Such leave of absence shall not be unreasonably denied.

14.04 The following items shall be without loss or gain of salary and without loss of sick leave credit:

(a) Jury Duty or Subpoena

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Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall receive all benefits providing that the employee pays to the Board any fee exclusive of travelling allowance and living expenses, that he/she receives as a juror or as a witness.

ARTICLE XIV - ABSENCES FOR REASONS OTHER THAN ILLNESS (Cont'd)

14.04 (b) Quarantine

A teacher who is quarantined or otherwise prevented, by an order of the Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.

14.05 Unpaid Leave of Absence

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- (a) A teacher on a permanent contract with the Board may be granted, without salary, a one-year leave of absence at the discretion of the Board. Such leave may be extended a further one year at the discretion of the Board.
- (b) Request for leave of absence should be received by the Board by March 1 prior for leaves of absence to commence on September 1.
- (c) A teacher on leave of absence may continue participation in benefits based upon the salary paid to him/her prior to going on leave of absence, provided that the teacher pays 100% of the cost of such benefits for which the teacher remains eligible under the master policy during the leave of absence.
- (d) The teacher shall be entitled to sick leave credits accumulated prior to the leave of absence. Sick leave credits and teaching experience for purposes of increment shall not accumulate during such leave. For the purposes of determining seniority, a teacher continues to accumulate elementary teaching experience during a one-year leave of absence.

14.06 Self-Funded Leave Plan

(a) Intent and Limits of the Plan

- ( i ) The Self-Funded Leave Plan has been developed to afford teachers the opportunity to take a one-year leave of absence by spreading "n" years salary payments over a ("n" + 1) year period, and through deferral of salary, finance the leave. "n" is not to exceed four years. The leave of absence must be taken in the final year of the plan.
- ( ii ) The plan is not intended to discourage a teacher from applying for other types of leave.
- (iii) While on leave, the teacher may engage in such plans of education and employment as he/she chooses except that he/she may not be employed in the day schools operated by The Brant County Board of Education in any capacity.
- ( iv ) The Board and the Branch Affiliates assume no responsibility for any consequences arising out of the plan related to effects on the teacher's superannuation provisions, income tax arrangements, Unemployment Insurance, and the Canada Pension Plan. All financial or legal indemnities arising from this plan shall be borne by the teacher.

ARTICLE XIV - ABSENCES FOR REASONS OTHER THAN ILLNESS (Cont'd)

14.06 Self-funded Leave Plan (Cont'd)

(b) Qualifications

- ( i ) Any permanent contract teacher having at least three years' teaching experience is eligible to participate in the plan.
- ( ii ) All teachers wishing to participate in the plan are required to sign an application form and an agreement setting out the terms and conditions of the leave.

(c) Application

- ( i ) A teacher must **make** written application to the Director of Education on or before April 30th, requesting permission to participate in the plan.
- ( ii ) The application form shall set out the period in which the plan is to be effected, and the school year in which the teacher requests the leave provision.
- ( iii ) Final approval of the leave shall rest solely with the Board. Denial of approval shall not be subject to the grievance procedure.
- ( iv ) Written acceptance, or denial, of the teacher's request, with explanation will be forwarded to the teacher by May 31st in the school year the original request is made.

(d) Administration of the Plan

- ( i ) The Board will provide administrative services for the plan.
- ( ii ) In all years of the plan, the teacher will be paid a percentage of his/her proper grid salary and a percentage of his/her applicable allowance. The remaining percentage of the teacher's annual salary shall be placed in an individual trust fund held jointly by the Board and the teacher in order to pay the required percentage of salary in the year in which the leave is taken. Interest will be paid in each calendar year in which it is earned. Money will be deposited with any accredited banking institution. as directed by the teacher provided that the institution. can be changed only once per Agreement year if the teacher gives the Board thirty (30) days of notice in writing.
- ( iii ) During the years that the individual teacher is participating in the Self-Funded Leave Plan, all teacher benefits shall be maintained at a level as if the teacher were being paid at 100% of his/her salary, subject to continuing eligibility under the master contract. Premium costs during the leave year will be paid in **full** by the teacher. During the leave year, the Board shall deduct from each pay an amount equivalent to the total premium coats paid on the teacher's behalf.

ARTICLE XIV - ABSENCES FOR REASONS OTHER THAN ILLNESS (Cont'd)

14.06 Self-funded Leave Plan (Cont'd)

(d) Administration of the Plan

- ( iv) Pension plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the policies of the Teacher's Pension Plan Board during all years that the teacher is participating. Teachers are responsible for any other arrangements with the Pension Plan Board.
- ( v) Income tax, U.I.C. and C.P.P. shall be deducted on the actual amounts received by the teacher during each of the years of the plan subject to the income tax regulations in effect at the time.
- ( vi) Sick leave credits shall not accumulate during the year spent on leave, but when the teacher returns to the Board from leave he/she shall be credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- ( vii) The year spent on leave shall not entitle the teacher to salary increment for that year.
- (viii) Subject to Article XVII, the teacher will be guaranteed a position on return, but not necessarily in the same location and not necessarily with the same position of responsibility.
- ( ix) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of the salary deferred plus accrued interest, in a manner that is mutually agreeable to the Board and the teacher. If the teacher dies prior to going on leave, the salary that has been deferred plus accrued interest shall be paid to the teacher's estate.
- ( x) A teacher who is accepted to participate in the plan will not be allowed to withdraw from the plan except in the case of extreme circumstances as agreed to by the Board. Salary that has been deferred plus accrued interest shall be repaid to the teacher in a manner that is mutually agreeable to the Board and the teacher.
- ( xi) A teacher returning from leave shall remain in the employ of the Board for at least one (1) school year.

14.07 Branch Affiliates' Leave

- (a) At the request of the Branch Affiliates and subject to the limitations below, the Board shall permit the Presidents of the Branch Affiliates to be released from teaching duties for the purpose of conducting Branch Affiliates' business. Such leave shall be subject to prior arrangements with the Superintendent or designate, the reasonable requirements of the timetable and the availability of a teacher or teachers to replace the teacher involved. Such leave shall allow each President to have up to one full-time leave. The teachers granted leave shall suffer no loss of salary or benefits. The Branch Affiliates agree to reimburse the Board for the full cost of replacement teachers for one-half of the leave, and for the full cost of the salaries and benefits of the teachers taking the leave for the additional one-half of the leave.

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ARTICLE XIV - ABSENCES FOR REASONS OTHER THAN ILLNESS (Cont'd)

14.07 Branch Affiliates' Leave (Cont'd)

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(b) At the request of the Branch Affiliates and subject to the limitations below, the Board shall permit one or more teachers to be released from teaching duties for the purpose of preparation for and/or direct negotiation with the Board. Such leave shall be subject to prior arrangements with the Superintendent or designate, the reasonable requirements of the timetable and the availability of an occasional teacher or teachers to replace the teachers involved. Absences may be segments of either half-days or full-days but, in any event, the maximum time for such leave shall not exceed twenty (20) school days in a school year. The teachers granted leave shall suffer no loss of salary or benefits. The Branch Affiliates agree to reimburse the Board for the full cost of replacement teachers.

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(c) At the request of the Branch Affiliates and subject to the limitations below, the Board shall permit one or more teachers to be released from teaching duties for federation activities. Such leave shall be subject to prior arrangements with the Superintendent or designate, the reasonable requirements of the timetable and the availability of an occasional teacher or teachers to replace the teacher involved. Absences may be segments of either half-days or full-days, but in any event, the maximum time for such leave shall not exceed twenty (20) school days in a school year. The teachers granted leave shall suffer no loss of salary or benefits. The Branch Affiliates agree to reimburse the Board for the full cost of replacement teachers.

ARTICLE XV - WORKERS' COMPENSATION

15.01 It is agreed that, when a teacher is eligible for and receives approval of claim by the Workers' Compensation Board of Ontario:

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- (a) The Workers' Compensation payment shall be remitted to the Board.
- (b) The teacher shall receive full pay from the Board.
- (c) There shall be a deduction of sick leave credits to represent the time equivalent of the cash supplement paid by the Board. Notwithstanding any of the foregoing, a teacher shall have the option to accept the Workers' Compensation payment in lieu of full pay from the Board. There shall be no deduction from sick leave if this option is selected.

ARTICLE XVI - RETIREMENT GRATUITY

- 16.01 (a) The Board will provide a Retirement Gratuity to teachers,
  - A. Who are compelled to retire because of a complete disability to engage in any employment as a teacher, as certified to by a duly qualified physician or surgeon; OR
  - B. ( i) who are at least 53 years old and
    - ( ii) who are retiring on a pension under the Teachers' Pension Plan Act, payment of which would commence within 12 months from the date of such retirement

ARTICLE XVI - RETIREMENT GRATUITY (Cont'd)

16.01 (a) B. (iii) and who have been employed on the staff of the Brant County Board of Education for a minimum of 10 consecutive years immediately prior to retirement

( iv) notwithstanding clause (iii) above, any teacher presently on staff (as of August 31, 1976) will be eligible for a Retirement Gratuity after **five** (5) consecutive years of employment with the Board providing he/she qualifies under parts (i) and (ii).

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(b) The Gratuity paid under 16.01 (a) shall be calculated as follows:

$$\frac{\text{Unused C.S.L.} \times 50\% \times \text{Earnings}}{200}$$

(c) The retirement gratuity shall be based on one's latest year's earnings and in any event not in excess of the amount of one-half year's earnings received by her/him during the year immediately prior to termination of employment.

(d) The retiring teacher may request that such payment be scheduled over an extended period save that payment must commence within one year of retirement and be completed within three years of retirement.

(e) A teacher who plans to retire is to advise the Board of his/her intention to retire, in writing, by March 15 of any given year in order to qualify to receive payment of his/her retirement gratuity within that year. Where notification comes later than this date, the retirement gratuity shall be paid on the first working day in the following calendar year, except when otherwise mutually agreed between the teacher and the Board.

(f) In the event of the death of an employee after the termination of his/her employment in the service of this Board any allowance or benefit for which he/she is eligible under the retirement gratuity plan and which remains unpaid shall be paid to his/her estate.

(g) In the event of the death of a teacher, a sick leave credit gratuity payment equivalent to the above formula will be paid to his/her estate. This provision will apply to all teachers who have had ten (10) years of experience with The Brant County Board of Education. For teachers who have not had ten (10) years of experience with The Brant County Board of Education, the estate will be eligible for a gratuity using the formula in (b) but the gratuity will be calculated on a pro-rata basis for the number of months with The Brant County Board of Education.

ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff

17.01 Definitions

(a) Surplus to School Teacher - is a teacher under contract with the Board for whom there is no position in his/her elementary school as determined by 17.03(c), but does not include a principal or vice-principal.

ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff  
(Cont'd)

17.01 Definitions (Cont'd)

- (b) Surplus to System Teacher - Teachers with lower seniority than the staff complement specified for the system, in accordance with Article 17, shall be declared as surplus to the system. Teachers designated as Surplus to System shall not be assigned a timetable until they have been removed from that category.
- (c) Redundant Teacher - is a teacher under contract with the Board for whom there is no available position in the elementary panel of the system pursuant to this Article.
- (d) Supernumerary Teacher - is a redundant teacher under permanent contract with the Board who has been assigned duties by the Board, as required, but not necessarily assigned to a school staff.
- (e) Teaching Experience - means the total number of full years and/or part years pro-rated while under contract with an educational authority.
- (f) Year - means employment as a full-time teacher for ten months.  
Part Year - means employment less than full-time in any year, and will be calculated as a percentage of a year (as defined in this section).
- (g) Surplus List - means the list of **surplus** teachers as determined by this Article, and all names listed will be followed by the specialized areas in which they are qualified (according to the Regulations, as amended from time to time), which shall be posted in the Education Centre and all elementary and secondary schools.
- (h) Vacancy List - means a total list of all vacancies within the County in the elementary schools, which is posted in the Education Centre and all elementary and secondary schools. Special qualifications for any vacancy shall be noted.
- (i) Staff Transfer (formerly Administrative Transfer) - is a transfer of any teacher, initiated by the Director of Education or his designate, from one position to another, provided the teacher is qualified to fill the position assigned. When requested by the teacher being transferred, an attempt shall be made to place him/her in the same family or adjacent families of schools. Staff transfers may be made at any time in any school year.

17.02 Formation of Seniority Lists

- (a) By January 21st of each year, a current Seniority List for all elementary teachers under contract with the Board will be prepared and published by the Board's administrative staff, and posted in the Education Centre and each elementary school. In addition, a copy will be sent to the Federation Office. Principals and Vice-Principals shall be included in the list for information purposes only.
- (b) Seniority List **will** be determined only by the provisions of 17.02 and shall contain teaching experience in each category listed in 17.02 (c) following. The teacher with the greatest seniority will be given number one on the Seniority List. The person with the second greatest seniority will be number two, and so on, increasing in numbers to the person with the least seniority.

ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff  
(Cont'd)

17.02 Formation of Seniority Lists (Cont'd)

- (c) To establish the Seniority List to be used in each year, the following criteria shall be used:
- ( i) The total number of years and/or part years of teaching experience as an elementary school teacher with The Brant County Board of Education, or its predecessors, calculated from the commencement of employment as a teacher up to and including December 31st of each agreement year.
  - ( ii) Where teachers have the same seniority after criterion (i), the teacher with the greatest total amount of teaching experience with The Brant County Board of Education, or its predecessors, will be deemed to have the greatest seniority.
  - (iii) Where teachers have the same seniority after criterion (ii), the teacher with the greatest total amount of elementary school teaching experience in Ontario will be deemed to have the greatest seniority.
  - ( iv) Where teachers have the same seniority after criterion (iii), the teacher with the greatest total amount of related teaching experience as recognized by the Superannuation Commission will be deemed to have the greatest seniority.
  - ( v) Where teachers have the same seniority after criterion (iv), the teacher with the greatest total amount of teaching experience outside Ontario will be deemed to have the greatest seniority.
  - ( vi) In the event of any ties on the Seniority List after application of all the foregoing criteria, the ties shall be broken on the basis of lot conducted jointly by the parties before March 1st.
- (d) A teacher who considers that his/her position on the Seniority List is incorrect, must report the error, in writing, to the Superintendent responsible for Staffing, or designate, by February 10th in each current year. The Superintendent responsible for Staffing, or designate, shall reply, in writing, by February 20th and adjust the list, if necessary.
- (e) For the purpose of determining seniority for this Section only, a teacher continues to accumulate elementary teaching experience during:
- ( i) exchange teaching
  - ( ii) loan or secondment to any educational authority
  - ( iii) Pregnancy and parental leave as per Article XI of the Agreement
  - ( iv) paid leaves of absence as per Article XI of the Agreement
  - ( v) unpaid leaves of absence up to a year
  - ( vi) temporary transfer to the secondary school panel or while serving in any non-teaching capacity with the Board.
- (f) Effective September 1, 1982 part-time teacher<sup>6</sup> who teach at least half-time for the Board shall receive a full year of seniority for each year taught after that date.

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ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff  
(Cont'd)

17.02 Formation of Seniority Lists (Cont'd)

- (g) Seniority rights of a teacher, under this Agreement, shall cease for any one of the following reasons:
- ( i) the teacher retires after the 1st day of September 1, 1981
  - ( ii) the teacher is discharged and such discharge is not reversed through the provisions of the Education Act, 1980, or
  - (iii) the teacher's contract is terminated in accordance with Article 17.07 or 17.08, if such teacher has not been recalled by the specified date or such teacher refuses a position under provision of Article 17.08.

17.03 Determination of Surplus and Preparation of Surplus List

- (a) On or before the 15th day of March in each year, the Board shall inform the Branch Affiliates of the enrolment figure which will be used to calculate the number of teachers required for the elementary system, and the basis on which the enrolment figure has been calculated. This information shall be posted in the Education Centre and each elementary school, and the estimated number of potential redundant teachers shall be stated. In addition, this information shall be sent to the Federation Office.
- (b) On or before the 28th day of March, the Board shall identify and notify teachers surplus to school and surplus to the system, in accordance with the provisions of 17.03. It should be understood by all teachers that, subject to **the** provisions of this Article, further identification of teachers considered surplus to the system may be possible up to May 31st of that year.. For system positions, surplus declarations shall be based upon seniority in that grouping. For all other positions, surplus declarations shall be based upon seniority with the Board, subject to qualifications.
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- (c) The teacher with the least seniority subject to 17.03 (d), will be declared surplus to that school if the number on staff exceeds the teacher complement: assigned to that school.
- (d) Notwithstanding 17.02 (c) and 17.03 (c), a teacher will not be declared surplus if no teacher above him/her on the Seniority List is certified to fill the needs of the program in any school where a vacancy exists. Instead, that teacher will fill the position, and the next teacher on the list will be declared **surplus**. For purposes of 17.03 (d) 'certified' shall mean those subjects requiring specialized certification in accordance with the Regulations.
- (e) Each principal will send a total list of the names of all surplus teachers in the school to the appropriate superintendent, and these will be compiled into the **Surplus** List on or before April 1st.
- (f) Teachers who teach less than full time and wish to increase their teaching load, must notify the Board by February 15th, and may apply for any posted positions in accordance with Article 17.05 (e) and 17.06.

ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff  
(Continued)

17.04 Staff Transfers

- (a) The Superintendents shall make appropriate staff transfers where deemed necessary, at any time in any school year.
- (b) Any teacher placed by transfer in accordance with 17.04 (a) shall not be placed again by such transfer in the following school year, except by mutual agreement.

17.05 Vacancies

- (a) By March 28th in each year, principals will report to the appropriate superintendent, listing the vacancies in his/her teaching staff.
- (b) The superintendents will compile the Vacancy List.
- (c) It will be the responsibility of each principal to ensure that all subsequent vacancies are reported to the appropriate superintendent.
- (d) It will be the responsibility of the principal to amend the Vacancy List between updates with changes supplied from the Education Centre.
- (e) Nothing in this Agreement will prevent any teacher from applying for transfer under normal Board procedures to any open position.

17.06 Placement of Surplus Teachers

- (a) By April 3rd in each year, and weekly thereafter, if there is any change, the Board shall post the Vacancy List and the Surplus List.
- (b) Principals will not solicit or accept any applications for a position in his/her school until the Vacancy List and the Surplus List have been posted.
- (c) Commencing three (3) school days after April 3rd, principals will interview teachers who are not surplus to the system. Vacancies will be filled from among qualified applicants. Applications will be accepted until May 5th, or the school day preceding that date.
- (d) After May 5, teachers who still require placement shall be listed in order of their seniority number as determined in 17.02. The names shall be followed by the divisions and programs in which they are qualified and divisions and programs taught.
- (e) A surplus teacher shall have 24 hours, exclusive of Saturday and Sunday, from the time a position is offered, to accept a vacant position.
- (f) A teacher on the Surplus List who refuses, or accepts a position, must do so, in writing, to the appropriate superintendent.
- (g) Failure to notify in 17.06(e), within the 24 hours, shall be considered notice of rejection of a position.

ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff  
(Cont'd)

17.06 Placement of Surplus Teachers (Cont'd)

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- (h) In the event that no vacancy exists for a teacher listed on the Surplus List, then it shall be the responsibility of the Director of Education or designate to ensure that such teacher is assigned to a position, for which the teacher is qualified, presently held by a teacher with the least seniority. The teacher thus removed from a position shall be placed on the Surplus List.

17.07 Redundant Teachers

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other
- (a) Subject to 17.06 (h), when all positions on the Vacancy List are filled, all remaining surplus teachers shall be declared redundant under 17.01 (c), on/or before the 15th of day of May.
  - (b) Teachers declared redundant will be notified by letter, by the Director of Education or designate, on the day when all positions on the Vacancy List are filled but, in any event, not later than May 31st.
  - (c) Hiring of new staff will not take place until all redundant staff are placed, except if a position on the Vacancy List cannot be filled because no surplus or redundant teacher is qualified (according to the Regulations, as amended from time to time). The Board may then advertise that position provincially and fill the position.
  - (d) Any teacher declared redundant under 17.07 (a) and 17.07 (b) will still have the right of placement, as per 17.06, in any position which becomes open prior to August 31st of that year.
  - (e) Subject to 17.07 (d), any teacher who has not been granted a Permanent Contract prior to May 31st, and who has not been placed in a position with the Board prior to that date, shall be notified by May 31st, by the Director of Education or designate, in writing, that his/her contract will be terminated as of August 31st. Such termination shall not be grievable.
  - (f) No teacher shall be declared redundant as a result of a surplus principal or vice-principal.

17.08 Provisions for Redundant Teachers

- (a) Any teacher with a Permanent Contract, who is still redundant as of August 31st in any year, will be considered to be a Supernumerary teacher until December 31st of that year.
- (b) During the period of August 31st to December 31st in any year, a permanent-contracted, redundant teacher, in order of seniority, will be offered any vacant position that occurs subject to all the provisions, save 17.06 (h). Subject to 17.08 (c), if a teacher can be placed in a position prior to December 31st, his/her contract with the Board will continue, but if no such placement occurs, the teacher's contract will be terminated as of December 31st.

ARTICLE XVII (i) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Teaching Staff  
(Cont'd)

17.08 Provisions for Redundant Teachers (Cont'd)

- (c) The four permanent-contracted teachers with the greatest seniority, who are not placed in vacant positions by December 31st of the year in which they became redundant, will be retained by the Board as supernumerary teachers until June 30th of the year following year in which they become redundant. If a teacher can be placed in a position prior to August 31st, his/her contract with the Board will continue, but if no such placement occurs, the teacher's contract will be terminated as of August 31st.
- (d) Subject to 17.07 (c), any permanent-contracted, redundant teacher will have the right of recall in order of greatest seniority for one year from the date on which the teacher's contract was terminated.
- (e) This section shall not preclude the Board from granting a member of the Branch Affiliates special leave for retraining.
- (f) The assignment of a supernumerary teacher shall approximate the workload of a regular day school teacher.
- (g) A teacher who has right of recall under 17.08 (c) is responsible to the Board for notification of his/her current address. Up to June 30th, a redundant teacher will have 48 hours, exclusive of Saturday and Sunday, in which to make a decision to accept an offered position. If the teacher declines within that time, or allows the time to pass without acceptance, the Board will have no further obligation to place that teacher (unless the teacher declined for compassionate or medical reasons). Such teacher does not have the right of recall as provided under 17.08 (d).
- (h) After June 30th, the Board will notify, by registered letter, teachers being recalled for positions offered.
- (i) After July 1st, a redundant teacher who does not accept the position offered, by noon of the seventh calendar day after date of mailing of the registered letter under 17.08 (h), will be deemed to lose all rights of recall.
- (j) A redundant teacher holding a Permanent Contract shall be recognized as a competent member of the Branch Affiliates and shall be given a letter of recommendation to this effect by the Board, no later than May 31st. Said letter should also state that the Board is prepared to place the teacher back on staff, should a teaching vacancy for which the teacher is certified become available.
- (k) A redundant probationary teacher shall be given a letter advising that his/her contract has been terminated due to redundancy, no later than May 31st.

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ARTICLE XVII (ii) - SURPLUS. REDUNDANCY AND TRANSFER PROCEDURE - Principals & vice-Principals

17.09 Definitions

- (a) Surplus Principal, is a principal for whom there is no position available as principal in the elementary school system.
- (b) Surplus Vice-Principal is a vice-principal for whom there is no position as vice-principal available in the elementary school system.

17.10 Formation of Seniority Lists

- (a) By January 31st in each year, the Board will prepare, publish and deliver a current seniority list of all elementary school principals to all elementary school principals and the Presidents of the Branch Affiliates.
- (b) By January 31st in each year, the Board will prepare, publish and deliver a current seniority list of all elementary school vice-principals to all elementary school vice-principals and the Presidents of the Branch Affiliates.
- (c) The Seniority Lists in 17.10 (a) will be prepared according to the following criteria, with the principal with the greatest number of years experience listed as number one and the principal with the least number of years experience listed last:
  - ( i) The number of years and/or part years of experience as an elementary principal (including acting elementary principal) with The Brant County Board of Education, or its predecessors, calculated from the commencement of employment as a principal up to and including December 31st of each agreement year.
  - ( ii) Where principals have the same seniority after criterion (i), the principal with the greatest total number of years experience as a principal (or acting principal) in Ontario will be deemed to have the greatest seniority.
  - (iii) Where principals have the same seniority after criterion (ii), the principal with the greatest total number of years experience as a vice-principal (or acting vice-principal) with The Brant County Board of Education, or its predecessors, shall be deemed to have the greatest seniority.
  - ( iv) Where principals have the same seniority after criterion (iii), the principal with the greatest total number of years experience as a vice-principal (or acting vice-principal) in Ontario shall be deemed to have the greatest seniority.
  - ( v) Where principals have the same seniority after criterion (iv), the principal with the greatest total number of years experience in teaching and administration with The Brant County Board of Education, or its predecessors, shall be deemed to have the greatest seniority.

ARTICLE XVII (ii) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Principals & Vice-Principals (Cont'd)

17.10 Formation of Seniority Lists (Cont'd)

- (c) (vi) Where principals have the same seniority after criterion (v), the principal with the greatest total number of years experience in teaching and administration in Ontario shall be deemed to have the greatest seniority.
- (vii) Where principals have the same seniority after criterion (vi), the principal with the greatest total number of years teaching experience in any jurisdiction shall be deemed to have the greatest seniority.
- (d) The Seniority Lists in 17.10 (b) will be prepared according to the following criteria, with the vice-principal with the greatest number of years experience listed as number one and the vice-principal with the least number of years experience listed last:
  - (i) The number of years and/or part years of experience as an elementary principal or vice-principal (including acting principal or vice-principal) with The Brant County Board of Education, or its predecessors, calculated from the commencement of employment as a principal or vice-principal up to and including December 31st of each agreement year.
  - (ii) Where vice-principals have the same seniority after criterion (i), the vice-principal with the greatest total number of years experience as a vice-principal (principal or acting vice-principal) with The Brant County Board of Education, or its predecessors, shall be deemed to have the greatest seniority.
  - (iii) Where vice-principals have the same seniority after criterion (ii), the vice-principal with the greatest total number of years experience as a vice-principal (principal or acting vice-principal) in Ontario shall be deemed to have the greatest seniority.
  - (iv) Where vice-principals have the same seniority after criterion (iii), the vice-principal with the greatest total number of years experience in teaching and administration with The Brant County Board of Education, or its predecessors, shall be deemed to have the greatest seniority.
  - (v) Where vice-principals have the same seniority after criterion (iv), the vice-principal with the greatest total number of years experience in teaching and administration in Ontario shall be deemed to have the greatest seniority.
  - (vi) Where vice-principals have the same seniority after criterion (v), the vice-principal with the greatest total number of years teaching experience in any jurisdiction shall be deemed to have the greatest seniority.

ARTICLE XVII (ii) - SURPLUS, REDUNDANCY AND TRANSFER PROCEDURE - Principals & Vice-Principals (Cont'd)

17.11 Determination of Surplus

- (a) Where there are more principals than there are positions available for principals, the principal or principals will be declared surplus in order of least seniority as determined by 17.10 (c).
- (b) Where there are more vice-principals than there are positions available for vice-principal, the vice-principal or vice-principals will be declared surplus in order of least seniority as determined by 17.10 (d).

17.12 Notification

- (a) The Board shall notify any principal that he/she is surplus, pursuant to 17.10 (c) and 17.11 (a), on or before the 15th day of March.
- (b) The Board shall notify any vice-principal that he/she is surplus, pursuant to 17.10 (d) and 17.11 (b), on or before the 15th day of March.

17.13 Placement

- (a) A principal who is declared surplus will be assigned to a position of vice-principal.
- (b) A vice-principal who is declared surplus will be assigned to a teaching position.

17.14 Provisions for Surplus Principals & Vice-Principals

- (a) Principals who have been declared surplus will be re-assigned to the position of principal in order of seniority, i.e. the surplus principal with the greatest seniority will be re-assigned first, etc.
- (b) Vice-principals who have been declared surplus will be re-assigned to the position of vice-principal in order of seniority.
- (c) The principal who has been declared surplus and has been assigned to the position of vice-principal will retain his/her salary position on the Salary Schedule for one year; thereafter, he/she will receive the salary for the new position held.
- (d) The vice-principal who has been declared surplus and has been assigned to a new position will retain his/her salary position on the Salary Schedule for one year; thereafter, he/she will receive the salary for the position which he/she **holds**.

ARTICLE XVIII - BRANCH AFFILIATES-BOARD STUDY COMMITTEE

- 18.01 A Branch Affiliates-Board Study Committee shall be formed for the purpose of discussing matters of mutual concern in the cause of sound education in the county of Brant and presenting recommendations on the basis of these discussions.

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ARTICLE XVIII - BRANCH AFFILIATES-BOARD STUDY COMMITTEE (Cont'd)

- 18.02 The Committee shall be composed as follows:  
(a) Four voting members including  
    (i) Two members of the Board of Trustees,  
    (ii) One member of FWTAO and one member of OPSTF to be appointed by the Branch Affiliates.  
  
(b) Either party may request the assistance of resource personnel.
- 18.03 Meetings  
A meeting may be called within one week of the request of either party.
- 18.04 The decision of the majority shall be the decision of the Committee.
- 18.05 The recommendations of the Committee shall be forwarded to the Board and the executive officers of the Branch Affiliates within seven (7) days following the meeting within which the decisions were reached; and may be used by either party as information in subsequent negotiations.

ARTICLE XIX - WORKING CONDITIONS

- 19.01 Medical/Physical Procedure  
A teacher shall not be required to perform any medical/physical procedure for pupils. Such procedures include administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of bladder, or toileting assistance.
- 19.02 Monitoring Placement of Exceptional Students  
By September 30, January 30 and March 30, the Board will provide the Federation presidents with a report from each principal recording the number of exceptional students assigned to each regular class, the total number of exceptional students receiving instruction at any one time in a particular class, the subjects in which the pupils are receiving instruction, and any other relevant information. The information will be received and concerns, including concerns raised by an individual teacher through his/her principal, will be investigated by the Superintendent of Schools and where deemed necessary by the Superintendent, corrective action will be taken.
- 19.03 Preparation Time  
(a) Exclusive of morning and afternoon recesses and lunch periods, each full-time teacher shall be assigned at least 320 minutes per two 6-day cycles for preparation time, free from supervisory, teaching or other duties. Notwithstanding the foregoing, the amount of assigned preparation time for teachers of Family Studies and Design and Technology shall be the same as the amount of assigned preparation time for other full-time teachers, but it is agreed that the scheduling of preparation time for such teachers may not be based on a 6-day cycle.

ARTICLE XIX - WORKING CONDITIONS (Cont'd)

19.03 Preparation Time (Cont'd)

- (b) Part-time teachers shall have preparation time pro-rated according to the percentage of time taught.
- (c) Administration shall endeavour to ensure that preparation time shall be scheduled in blocks of not less than 20 consecutive minutes wherever possible.
- (d) Administration will encourage principals to provide release time for computer network managers.

ARTICLE XX - STAFFING

20.01 For the 1996-97 school year, The Brant County elementary school pupil-teacher ratio (P.T.R.) will be determined in accordance with Appendix 1.

20.02 Staffing Guidelines

The elementary schools will generally be staffed in accordance with the following guidelines:

(a) Factors are as follows:

|                       |    |       |  |
|-----------------------|----|-------|--|
| K Maximum Class Size  | -- | 23    |  |
| Primary Factor        |    |       |  |
| Grades 1 & 2          | -- | 21    |  |
| Grade 3               | -- | 27.4  |  |
| Junior Factor         | -- | 29    |  |
| Intermediate Factor   | -- | 29.8  |  |
| Administration Factor | -- | .0041 | (max. - 1, min. - .75)                                 |
| Library Factor        | -- | .0026 | (based on total population)<br>(max. - 1, min. - .5)   |
| Small School bonus    | -- | .3    | (for schools wherever (P + J + I)<br>population < 166) |

It is understood that these are guidelines only and that some flexibility may be necessary in the application of the factors.

A contingency component of one full-time equivalent teacher will be available to assist in meeting staffing needs prior to June 30th.

A contingency component of 2.5 full-time equivalent teachers will be available to assist in meeting staffing needs which may develop after September 30th.

Developmentally Delayed classes will be staffed separately.

- (b) Three additional full-time equivalent vice-principal positions shall be allocated by the Administrative Council to schools other than those where a vice-principal is already provided according to Board Policy.

ARTICLE XX - STAFFING

20.02 Staffing Guidelines (Cont'd)

(c) Occasional Teachers

Subject to availability, an occasional teacher shall be provided beginning with first day absences pursuant to the Agreement for classroom teachers. In addition, subject to availability of a qualified occasional teacher, one shall be provided beginning with first day absences for French Itinerant teachers, Design and Technology teachers, librarians and teachers of family studies, and one may be provided beginning with first day absences for a L.R.T. if judged appropriate by the principal. Notwithstanding the foregoing, an occasional teacher will be supplied for a teacher absent for staff development or program implementation only if there is an allocation to cover the cost in an appropriate staff development or program implementation budget. In addition to the present use of occasional teachers, a principal may apply to his/her Superintendent for classroom coverage where teachers are needed for out of school assignments, and the Superintendents shall grant a maximum of 140 such occasional teacher days for the elementary system in each of the school years.

ARTICLE XXI - ASSIGNMENT TO THE SECONDARY PANEL

21.01 A teacher who requests and is granted a temporary assignment to gain experience in a secondary setting shall be paid on the same basis as he/she was paid according to the salary grid of the Elementary Agreement at the time of transfer for a period of two years, subject to changes to the grid during the said two-year period, and his/her years of experience.

ARTICLE XXII - GRIEVANCE PROCEDURE

22.01 The purpose of this Article is to establish a procedure for the settlement of grievance.

22.02 A teacher who has a complaint relating to the interpretation, application, or alleged violation of this Agreement, may discuss the complaint with his/her principal or the appropriate supervisor. If a teacher is unable to resolve, by informal discussion with his/her principal or the appropriate supervisor, any question as to the interpretation, application or alleged violation of this Agreement, the teacher may lodge a formal grievance at STEP ONE. Such grievance shall be lodged within ten (10) school days of the teacher becoming aware of the circumstances giving rise to the complaint.

STEP ONE:

A teacher or a group of teachers desiring to submit a grievance shall commit the grievance to writing, setting out the facts of the grievance, the reasons therefore, together with the provisions of the Agreement claimed to have been violated, to the appropriate Supervisory Officer or his/her designate. The complaint shall constitute a formal grievance at STEP ONE. The Supervisory Officer or his/her designate shall answer the grievance, in writing, within five (5) school days.

ARTICLE XXII - GRIEVANCE PROCEDURE (Cont'd)

STEP TWO:

If no settlement is reached at STEP ONE, the teacher may refer such matter, in writing, to the Director of Education or his/her designate within five (5) school days of receiving the answer of the Supervisory Officer or his/her designate. The Director of Education or his/her designate shall give the grievor his/her decision, in writing, within five (5) school days.

STEP THREE:

If no settlement is reached at STEP TWO, the teacher may refer such matter, in writing, to the Board within five (5) school days of receiving the answer of the Director of Education or his/her designate. The Board shall hear the matter either at its next: regularly scheduled meeting following receipt of the written request of the teacher or at a Board Meeting especially called for the purpose of hearing the grievance, no later than fourteen (14) school days after receipt of the grievance, whichever is the sooner. The teacher may be present in person to present his/her appeal. The Board, in writing, shall answer the grievance within five (5) school days of said meeting.

22.03 If no settlement is reached at STEP THREE, the matter may be referred to arbitration under the terms as established in Section 52 of the School Boards and Teachers Collective Negotiation Act, 1982, within ten (10) school days after the receipt of the reply of the Board.

22.04 A Branch Affiliate or the Board shall have the right to file a grievance commencing at STEP THREE concerning the interpretation, application, administration or alleged violation of the Agreement. Such grievance shall be filed within ten (10) school days of the occurrence or origination of the circumstances giving rise to the grievance. A Branch Affiliate may file a grievance on behalf of a teacher or a group of teachers commencing at STEP TWO if specifically requested by the teacher or teachers, in writing, with a copy to the Secretary of the Board.

22.05 General

- (a) If the grievor fails to act within the time limits set out at any step, the grievance shall be considered abandoned.
- (b) If an official fails to reply to a grievance within the time limits set out at any stage, the grievor will submit his/her grievance to the next step of the grievance procedure.
- (c) The time limits will be extended to cover a holiday period if requested by either party, and if no holiday period is involved the time limits imposed upon either party may be extended by written mutual consent.
- (d) At any step of the grievance procedure the teacher may be represented by an advisor, agent, counsel or solicitor.

LETTER OF UNDERSTANDING

- Between -

The Brant County Board of Education

- and -

The Brant Women Teachers' Federation  
and  
The Ontario Public School Teachers' Federation, Brant District

The parties have mutually agreed to the following matters:

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- 1. **Any** redundant teacher shall have the right of recall in order of greatest seniority for two years.
- 2. A redundant teacher shall have the right of recall for two years from the date on which the teacher's contract was terminated.

Seniority is to be calculated based on the teacher's seniority number at the time the teacher was declared redundant.

- 4. For the purpose of recall, the teacher will be recalled based on seniority and possessing the necessary qualifications for the available position, in accordance with Regulation 297.
- 5. Qualifications on file in Human Resources Services of The Brant County Board of Education at the time a position becomes available are the qualifications to be used in determining if a teacher possesses the necessary qualifications for the position offered. Qualifications shall be the O.T.Q.R.C. or notification, in writing, of the successful completion of a course or courses that will alter the O.T.Q.R.C. A teacher will be deemed to be qualified in a division if he/she has successfully completed a year's teaching assignment in that division.
- 6. It is the sole responsibility of the teacher to inform the Board of his/her current address and telephone number.
- 7. **An** offer of position shall be made originally by telephone. **A** teacher shall inform the Board of his/her acceptance or rejection within 48 hours of receiving the offer, exclusive of Saturday and Sunday. **A** teacher who fails to inform the Board within 48 hours shall be deemed to have rejected the offer. **A** teacher may refuse one offer. **A** second refusal will result in the teacher losing all rights of recall.

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9-9-08

ARTICLE XXIII - TERMINATING PROBATIONARY CONTRACTS

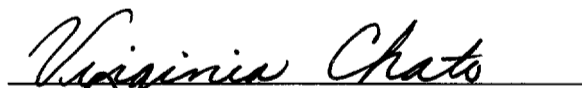

23.01

A teacher may be employed on a terminating Probationary Contract to replace a teacher who is absent from his/her regular duties for a temporary period of time that extends for a full school year or that extends beyond the end of one school year into the next school year. At the Board's discretion, the terminating Probationary Contract may be terminated effective June 30, or effective the day prior to the expected return date of the absent teacher. Article 17 shall not apply to a teacher employed on a terminating Probationary Contract. In each case, the Federation Presidents shall be notified of the Board's intent to employ a teacher on a Term Probationary Contract.

8. If no contact can be made with the teacher by telephone within 24 hours of the initial attempt to contact, the Board shall contact the teacher, in writing, by priority post. It shall be deemed a refusal of an offer if a redundant teacher does not respond to the offer of a position by midnight on the seventh (7th) calendar day after the date of mailing of the written offer.
9. Redundant teachers and the Federation(s) shall waive all access to the grievance/arbitration process in the collective agreement related to the recall procedures outlined in this letter of understanding. This waiver only applies to teachers whose contracts have been terminated.
10. If approved by the carrier, a redundant teacher may retain membership in the group extended health, dental, and life insurance benefit plans to which he/she belonged at the time of termination of contract for a maximum of up to twelve (12) months from the date on which the teacher's contract was terminated. A teacher's election to participate in the benefit plan(s) must be communicated, in writing, to the Board at least thirty (30) days prior to the termination of his/her contract. Such teacher must pay the full premium costs to maintain his/her participation and coverage under the group contracts. Payments **must** be made quarterly, in advance, to maintain benefit coverage.
11. The Federation shall be notified of any recall offers made. Notification shall be by e-mail on the date of the Board's first attempt to notify a recalled teacher.
12. The Federation shall be notified of any teacher's response to a recall notification. Notification shall be by E-mail on the date of the teacher's response to the recall offer.
13. The recall rights provisions in this letter of understanding are effective from September 1, 1996 until August 31, 1998. If this letter of understanding is not renewed beyond August 31, 1998, those teachers whose recall rights were extended to two years by this letter would still receive the full two years.
14. This letter of understanding only applies to teachers whose contracts have been terminated. Supernumerary teachers continue to be covered by the terms and conditions of the collective agreement.
15. This Letter of Understanding is effective on September 1, 1996 and becomes null and void on August 31, 1998.

Signed in Brantford on this 24th day of March, 1997.

  
For the Board

  
For B.W.T.A.  
  
For O.P.S.T.F., Brant District

APPENDIX 1

THE BRANT COUNTY BOARD OF EDUCATION

**Elementary Staffing**

Staffing is based upon projected enrolments **and** is subject to change when enrolments are finalized on September 30th each year.

Full-time Equivalent Enrolment - September 30, 1996  
- excluding Developmentally Delayed and Section 27 classes -

10,197

Staffing assigned to schools by formula

532 11

ARTICLE XXIII - TERMINATING PROBATIONARY CONTRACTS

23.01

A teacher may be employed on a terminating Probationary Contract to replace a teacher who is absent from his/her regular duties for a temporary period of time that extends for a full school year or that extends beyond the end of one school year into the next school year. At the Board's discretion, the terminating Probationary Contract may be terminated effective June 30, or effective the day prior to the expected return date of the absent teacher. Article 17 shall not apply to a teacher employed on a terminating Probationary Contract. In each case, the Federation Presidents shall be notified of the Board's intent to employ a teacher on a Term Probationary Contract.

IN WITNESS WHEREOF the parties have through their duly authorized representatives, hereunto signed their names as of the 24th day of March, 1997.

FOR THE BRANCH AFFILIATES

FOR THE BOARD

Virginia Chato  
Virginia Chato  
President, F.W.T.A.O. (Brant)

Frank Borghoff  
Frank Borghoff  
Board Chairman

Gary Irwin  
Gary Irwin  
President, O.P.S.T.F. (Brant)

Lois White  
Lois White  
Salary Committee Chairman

Susan Swackhammer  
Susan Swackhammer  
Chief Negotiator

Peter C. Moffatt  
Peter C. Moffatt  
Director of Education and Secretary

Janet Kilgannon  
Janet Kilgannon  
C.B.R., F.W.T.A.O.

Brad Walker  
Brad Walker  
Negotiation Officer, O.P.S.T.F.

THE BRANT COUNTY BOARD OF EDUCATION

**Elementary Staffing**

Staffing is based upon projected enrolments and is subject to change when enrolments are finalized on September 30th each year.

Full-time Equivalent Enrolment - September 30, 1996  
 - excluding Developmentally Delayed and Section 27 classes -

10,197

Staff assigned to schools by formula  
 (includes 28.5 Learning Resource Teachers)

532.11

Guidance Staff

5.04

County Support Staff:

|                              |             |       |
|------------------------------|-------------|-------|
| Program Consultants          | 5.00        |       |
| English-as-a-Second Language | 1.50        |       |
| Curriculum Assistants        | 5.50        |       |
| L.R.T. Enrichment            | 2.00        |       |
| S.E.R.T.                     | 1.00        |       |
| Program Supervisor           | <u>1.00</u> | 16.00 |

16.00

French Itinerant

36.92

Preparation Time

12.81

TOTAL

~~602.88~~

Pupil-Teacher Ratio =  $\frac{10,197}{602.88} = 16.91$

\*\*\*\*\*

The above calculation does not include 6.0 staff for Developmentally Delayed (Centennial, Greenbrier (2), Prince Charles (2), and A. G. Hodge), or 5.0 staff for Section 27 (Coronation, YM/YWCA, Prince Charles, Lansdowne Children's Centre and St. Leonard's Society), or 5.0 doublestaffed classrooms due to absence of regular teachers.

There is currently a SALEP Counsellor who is a member of the O.S.S.T.F., but in the future this position may be filled by a teacher who is a member of an elementary Branch Affiliate.

Program Consultants' positions are currently held by O.P.S.T.F. or F.W.T.A.O. members, but in the future one or more may be held by O.S.S.T.F. members.

This appendix shall be amended to reflect the staffing for the 1997-98 school year.