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No. OF EMPLOYEES	420		
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COLLECTIVE AGREEMENT

between

THE VICTORIA COUNTY BOARD OF EDUCATION

and

THE VICTORIA COUNTY WOMEN TEACHERS' ASSOCIATION

and

**THE ONTARIO PUBLIC SCHOOL TEACHERS' FEDERATION
Victoria District**

effective from.

SEPTEMBER 1, 1996

to

AUGUST 31, 1998

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ARTICLE 1 - PURPOSE AND SCOPE

- 1:01 It is the intent of the Parties and the purpose of this Collective Agreement to set forth certain terms and conditions of employment together with salaries, allowances and related benefits and to provide for the equitable settlement of all matters in dispute between the Parties.
- 1:02 This Collective Agreement shall apply to all teachers on contract who are members of the Branch Affiliate(s) employed by the Board on and after the effective date.


ARTICLE 2 - RECOGNITION

- 2:01 The Board recognizes the Collective Bargaining Committee of the Branch Affiliates **as** the body competent to represent the Branch Affiliates **and** to negotiate **on** their behalf.
- 2:02 The Branch Affiliates recognize the Negotiating Committee - Teachers of the Board **as** the body competent to represent the Board and negotiate **on** its behalf.
- 2:03 The Board recognizes the right of the Branch Affiliate(s) to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to **assist**, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2:04 The Branch Affiliate(s) recognize the right of the **Board** to authorize the Ontario Public School Boards' Association, or member association or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent the Board in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 3 - INTERPRETATION

- 3:01 Except where otherwise stated, the terms employed herein shall have the same **meaning** **as** defined by or used in the Education Act, **as** amended, and its regulations **and** amendments thereto and the School Board and Teachers Collective Negotiations Act, **as** amended.

ARTICLE 4 - EFFECTIVE PERIOD AND RENEWAL

-  4:01 ~~This Agreement shall be effective from September 1, 1996 and shall continue in full force up to and including August 31, 1998 and shall continue automatically thereafter for annual periods 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.~~
- 4:02 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, 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 Collective Agreement or **as** otherwise provided for in The School Boards **and** Teachers Collective Negotiations Act, **as** amended.

- 4:03 This Agreement shall supersede all previous Agreements. Except for error, inadvertence, or ~~omission~~ it shall form the basis of computing all salaries, benefits, allowances and conditions of employment defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement.
- 4:04 Either Party wishing to amend an error, inadvertence or omission in this Agreement shall notify the other Party to this effect, such a notice to be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within thirty (30) days.
- 4:05 There shall be no strike or lockout during the term of this Agreement or of any renewal of ~~this~~ Agreement.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

- 5:01 There shall be no discrimination by the Parties against a teacher because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, ~~as~~ these are defined under the Ontario Human Rights Code ~~as~~ amended, or because of participation in the lawful activities of the Branch Affiliates.
- 5:02 **Management Rights**
- Save and except to the extent modified or curtailed ~~by~~ any provision ~~of~~ this Collective Agreement, the right to manage and conduct the business of the Board is vested with the Board and its administration.
- 5:03 With the exception of the allowances in 6:11, the salary, benefits ~~and~~ allowances agreed upon in any contract between the Board and a teacher shall be the salary, benefits ~~and~~ allowances ~~as~~ provided for in the Agreement appropriate to a teacher's teaching experience, qualifications and responsibilities.
- 5:04 It shall be the prerogative of the Board to withhold for up to one (1) ~~year~~ the increment of a teacher whose work is inadequate ~~as~~ attested to by the Superintendent of Schools in consultation with the Principal, provided that the teacher is given notice ~~by~~ April 15th in writing, why the Board is withholding the increment and is instructed how to improve. When the Superintendent of Schools determines that satisfactory improvement ~~has~~ been made, the teacher shall be re-instated ~~by~~ the Board at the point on the schedule where he or she would otherwise have been. Failing satisfactory improvement, the teacher should be dismissed in ~~accordance~~ with the terms of the contract between the teacher and the Board.
- 5:05 ~~Only~~ Supervisory Officers and Elementary Principals and Vice-Principals shall evaluate ~~a~~ teacher's competence. No member of the Branch ~~Affiliate~~ other than a Principal or a Vice-Principal shall be required or requested to evaluate a teacher's competence.

- 5:06 (a) In the event that the Board creates a new position of added responsibility within the elementary panel and where such position is to be filled by a teacher, the allowance ~~for~~ the position shall be negotiated between the Board and the Collective Bargaining Committee of the Branch Affiliates to a point of **mutual** agreement.
- (b) A position of added responsibility shall be **as** defined in Regulation 262, Section 10 - 19.
- (c) In the event that the **Board** creates a new position of added responsibility within the Victoria County **Board** of Education and where such a position may be filled **by a member of the** Branch Affiliate, the **salary** for that position shall **be** negotiated between the **Board** and the Collective Bargaining Committee to a point of mutual agreement.
- (d) A failure **to** reach agreement pursuant to Article 5:06 **(a)** or **(c)** shall not prevent the implementation of the new position of added responsibility.

5:07 The Board will provide to each teacher a copy of this Agreement within sixty (60) days of the signing thereof and shall ~~provide~~ a copy of the current Agreement to each new teacher prior to the signing of an employment contract.

5:08 **Just Cause**

- (a) **No** teacher shall be disciplined or discharged without just and sufficient cause. Such cause shall be communicated to the teacher in writing.

The discipline or release of any teacher employed on a probationary contract for **just** cause shall be at a lower standard ~~than~~ for a teacher on a permanent contract.

Discipline is defined **as** a written reprimand or a suspension placed in a teacher's personnel file.

- (b) A teacher who **has** been discharged and has been granted a Board of Reference under the provisions of the Education Act shall be deemed **to** have waived her/his rights to a **grievance/arbitration** relating to the same matter under ~~the~~ terms of the Collective Agreement.

ARTICLE 6 - SALARIES AND ALLOWANCES

6:01

Annual salary and allowances shall be paid according to the following schedule:

- (a) ~~There shall be one payment of 8% on the first teaching day of the school year and December 15th. There shall be payments of 4% on the 15th and 30th of each month excepting December, June, July and August. There shall be one payment of 4% on the 15th of June, and one payment of 16% on the last working day of June.~~
- (b) If or when any of the above pay dates falls on **a** weekend or school holiday, the payment will **be** made **on the** last preceding **working** day.

- (c) Salary shall be paid by direct deposit to the teacher's account. Appropriate deductions shall be made in a proportionate manner.
- (d) A Statement of **Earnings** and Deductions for each pay period will be forwarded to the teacher's work location as close to the pay date as is feasible.
- (e) Federation fees shall be deducted in ten (10) parts. Deductions shall occur according to the following schedule:

In September, and each succeeding month through June, deductions shall be made on the last pay of each month -- approximately 10% or as required by O.T.F.

6:02 Salary Grid

The basic salary for each teacher shall be paid according to the following grid in respect of qualifications and experience.

SALARY GRID SEPTEMBER 1ST, 1996

<u>YRS.</u>	<u>EXP</u>	<u>INDEX A</u>	<u>INDEX A1</u>	<u>INDEX A2</u>	<u>INDEX A3</u>	<u>INDEX A4</u>					
0	.421	26,902	.465	29,738	.485	31,005	.525	33,538	.554	35,439	
1	.450	28,803	.495	31,638	.515	32,905	.554	35,439	.584	37,339	
		.480	30,703	.525	33,538	.544	34,805	.584	37,339	.614	39,239
2											
3	.510	32,605	.554	35,439	.574	36,706	.614	39,239	.643	41,140	
4	.540	34,506	.584	37,339	.604	38,606	.643	41,140	.683	43,673	
5	.562	35,931	.614	39,239	.633	40,506	.673	43,040	.723	46,207	
6	.592	37,832	.643	41,140	.663	42,406	.713	45,574	.762	48,741	
7	.621	39,734	.673	43,040	.693	44,307	.752	48,107	.802	51,274	
8	.651	41,635	.703	44,940	.723	46,207	.792	50,641	.842	53,808	
9	.681	43,537	.733	46,840	.752	48,107	.832	53,175	.881	56,342	
10	.703	44,963	.762	48,741	.792	50,641	.871	55,708	.921	58,876	
11	.740	47,338	.792	50,641	.832	53,175	.911	58,242	.960	61,409	
12	.792	50,641					.950	60,776	1.000	63,943	

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It is the intent of the **Parties** to continue to work on a collaborative plan to reinstate all elementary teachers to their rightful place on the grid as soon as possible recognizing that offsetting savings must be achieved to cover the cost of the increment.

- 6:03 All previous elementary, secondary and long-term occasional teaching experience will be totalled, divided by twenty (20), and rounded down to the nearest whole number to find the monthly time equivalent. Only experience gained prior to the beginning of the current school year shall be counted in the current year.
- 6:04 For purposes of placement on the salary schedule, a year of teaching shall be as described on the Standard Contract, i.e. the period September 1st to June 30th inclusive.
- 6:05 Each full-time month or part-time equivalent of elementary or secondary school teaching experience shall be recognized according to 1/10 of the teacher's next increment on the grid. Only that experience gained prior to the beginning of the school year shall be counted for salary purposes.
- 6:06 Part-time teachers shall be paid a salary pro-rated on the schedule according to qualifications and experience. **Part-time experience** shall be pro-rated to full-time equivalent and shall be **recognized for salary purposes** according to 1/10 of the next annual increment for **the teacher**. Only that experience gained prior to the beginning of the current school year shall be counted in the current year.
- 6:07 Subject to subsections 3 to 6 of Section 260 of the Education Act, a teacher is entitled to be paid his/her salary in the proportion that the number of school days for which he/she performs his/her duties in the school year bears to the total number of days in the school year.
- 6:08 Each Principal qualified or deemed to be qualified shall be paid a basic salary of:

September 1st, 1996

start:	\$73,983
Second Year:	\$75,580
Third Year:	\$77,179

- 6:09 The following positions of additional responsibility shall carry the following **allowances** in addition to the basic **salary**:
- (a) Subject to 6:09 (d) the Vice-Principal shall receive a basic **salary** as per Article 6:02 plus an allowance for additional responsibility as stipulated herein:

September 1st, 1996

Start:	\$4,616
second Year:	\$4,878
Third Year:	\$5,140

- (b) The appointment of Vice-Principals and the allotment of their administrative time shall be determined by Board policy.

- (c) Schools that do not have a Vice-Principal shall have a Principal's Designate who shall be paid a responsibility allowance of:

September 1st, 1996

\$994

- (d) All full-time Vice-Principals shall be paid a basic salary of:

September 1st, 1996

start:	\$68,558
Second Year:	\$68,821
Third Year:	\$69,083

- (e) A Vice-Principal who has less than a full-time allotment of administrative time pursuant to 6:09 (b) and who later becomes a full-time Vice-principal shall have his/her previous allotment credited for the purpose of 6:09 (d) on a pro rata basis.

- (f) 1. A Vice-Principal who has his/her allotment of administrative time reduced as a result of a transfer to another school shall continue to be paid according to Article 6:09 at the Vice-Principal's previous rate prior to the transfer.
2. The provisions of 6:09(f) 1. do not apply:
- (i) when the Vice-principal moves to the other school at his/her request; or
 - (ii) when the Vice-Principal is moved to the other school due to inadequate success in the present school.

- 6:10 (a) Consultants shall receive an allowance of:

September 1st, 1996

\$4,527

- (b) Coordinators shall be paid according to the Principals' grid contained in Article 6:08.

6:11 Special Education and Degree Allowances

In accordance with the Letter of Understanding of June 1977, between the Board and the teachers, an annual allowance of \$560 shall be paid to those designated teachers of Special Education classes while they are employed by the Board and continue to teach a Special Education class as defined by the Board.

No further allowance shall be paid under 6:11.

6:12 A teacher may receive an educational allowance under one of the following:

- (a) An allowance will be paid for each additional degree provided that the additional degree has not resulted in a change of category and provided that the degree recognizes achievement over and above the basic requirements for a teaching certificate. The allowance for an additional degree shall be \$288.
- (b) An allowance shall be paid for a Master's Degree from an accredited university provided that the Degree has not resulted in a change of category. The allowance shall be \$1,022.
- (c) An allowance shall be paid for a Doctorate Degree from an accredited university provided that the Degree has not resulted in a change of category. The allowance shall be \$1,224.

ARTICLE 7 - DETERMINATION OF CATEGORY

7:01 A teacher's category for placement for the period of this Agreement shall be determined by the teacher presenting the **Board** with a category statement of the Qualification Evaluation Council of Ontario, Program 4, as revised up to the date of this Agreement.

7:02 (a) **The onus** is on each teacher to inform the Board, in writing, as far in advance as practicable, of the teacher's intention to qualify for a change in category.

(b) Salary adjustments resulting from a category change will be made only upon provision, by the teacher, of a Q.E.C.O. 4 category statement designating the new category accompanied by an official university transcript or a certificate from the Ontario Ministry of Education and Training indicating the date of the successful completion of course(s) which qualify him/her for a higher category.

(c) **Category changes as a result of successfully completed summer course(s)** will be retroactive to the beginning of the school year when the requirements of item 7:02 (b) are met by November 30th. This deadline may be extended due to circumstances beyond the teacher's control.

(d) Category changes as a result of successfully completed course(s) taken during the school year will be retroactive to the first day of the month following successful completion of the course(s) when the requirements of item 7:02 (b) are met by June 15th. This deadline may be extended due to circumstances beyond the teacher's control.

ARTICLE 8 - BENEFIT PLANS

8:01 (a) **The cost of the Employer Health Tax** is to be paid by **the Board**.

(b) **Group Term Life Insurance**

Membership in the Group Term Life insurance Plan becomes a condition of employment for all employees hired after September 1st, 1978. Total compulsory insurance shall be four times teacher's September 1st salary or salary upon ratification of a new grid. The Board will contribute 100% of the cost of the

monthly premium of \$100,000 compulsory term insurance. Teachers may elect to carry a further amount of optional term insurance in multiples of \$25,000 to a maximum of \$100,000. No subsidy will be paid on optional or dependent insurance coverage. The carrier is to be mutually agreed upon by the Parties.

(c) Extended Health Care Plan

The cost of premiums of the Extended Health Care Plan (Drug Plan) shall be paid 100% by the Board. The Semi-Private Plan is part of the Extended Health Care Plan. The Plan will include the Vision Care rider to a maximum of \$200 per person every 24 months, the Paramedical Rider (includes Chiropractor, Osteopath, Podiatrist, Chiropodist and Naturopath) and the Liberty Health Deluxe Health Plan While Outside Canada. Any dependent up to the age of 25, if enrolled in school, will be covered.

Effective September 1st, 1997 the Extended Health Care Plan shall include:

1. Mandatory Generic Formulary 2 Drug Plan (unless specified otherwise by a doctor, generic drugs are to be dispensed)
2. Cap on dispensing fee of \$10.00

(d) Long Term Disability Plan

The Board will administer a Long Term Disability Plan. Membership is a condition of employment for teachers hired on or after September 1st, 1977. The carrier is to be mutually agreed upon by the Parties.

(e) Dental Plan

The cost of premiums for a basic dental plan plus riders #1 and #3, shall be paid 100% by the Board. Orthodontic Rider #3 shall be reimbursed at a 50% co-payment rate to a lifetime maximum of \$2,000 per person. Payments will be based on the 1996 O.D.A. fee guide effective September 1st, 1997. Dental recall shall be nine (9) months for adults and six (6) months for children up to the age of eighteen (18) years. Any dependent up to the age of 25, if enrolled in school, will be covered,

8:02 Part-time Teacher Benefit Subsidy

The Board will pay benefit subsidy for part-time teachers based on the ratio which their teaching time bears to that of a full-time teacher.

8:03 Group Life Retired Teachers

A teacher retiring before 65 may maintain the Group Life coverage up to age 65 as provided in the insurance policy at the retired teacher's expense.

ARTICLE 9 - LEAVE PLANS

9:01 Cumulative Sick Leave

- (a) The Board shall administer a sick leave plan and maintain a sick leave account for each teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each teacher ~~as of the commencement~~ of the school year **and** the number of school days of sick leave credited and used thereafter.
- (b) All full-time teachers covered by this agreement shall be credited with twenty (20) days ~~sick~~ leave on September 1st of each year which shall be added to any credit previously accumulated to a maximum of 200 days.
- (c) All part-time teachers covered by this agreement shall be credited with a pro-rated number of the twenty (20) days sick leave on September 1st each year based on the percentage of teaching time. These credits shall be added to any credit previously accumulated to a maximum of 200 days.
- (d) Full-time or part-time teachers commencing employment after September 1st in the school year shall be credited with a pro-rated number of the twenty (20) days sick leave based on the percentage of teaching time **and** the number of months employed.
- (e) The **Board** shall provide each teacher with a statement of sick leave credits in August for teachers leaving employment with the Board and in September for those teachers remaining.
- (f) Experienced teachers engaged by the Victoria County Board of Education shall be credited with the amount of sick leave days accumulated ~~with the previous Board~~ without loss of benefits in this transfer, not to exceed the maximum number of **days** set forth in the current agreement.
- (g) This ~~reserve~~ or any **portion** thereof may be used for sick leave in any one (1) year in addition to the statutory allowance of twenty (20) school days.
- (h) The payment of a sick leave claim shall automatically **reduce** the reserve of the individual teacher by the number of **days** or months represented by such payment.
- (i) If absence is due ~~to an~~ accident compensable under the Worker's Compensation Act, or covered under any other type of accident ~~insurance~~ the premium for which is paid by the Board, the period of absence charged against sick leave shall represent only the time equivalent of the cash supplement paid **by the** Board.
- (j) **The Board may, upon** application by a teacher, **grant leave of** absence without **pay** for health ~~reasons~~, after accumulated sick leave credits have been exhausted. The length of such ~~a~~ leave will be unlimited.
- (k) Leave taken because of personal illness, emergency treatment, doctor's appointments, hospital ~~tests~~ or therapy shall be charged against ~~sick~~ leave credits.

9:02

Special Leave

(a) Compassionate Leave

1. Leave of absence for funerals will be three (3) days for immediate relatives (spouse or spousal equivalent, parents, siblings, children, parents of spouse), One (1) day for all others.
2. When there are extenuating circumstances, the leaves granted under 9:02 (a) 1. may be extended at the discretion of the Principal.
3. Quarantine, jury, subpoena - time as requested.
4. Required attendance at a meeting with Board officials at Step 1 or Step 2 of the Grievance Procedure under Article 10:04 of the Collective Agreement.
5. There will be no charge against cumulative sick leave for any absence under Article 9:02 (a).
6. When a teacher is required for jury duty, or is subpoenaed, the teacher may turn back to the Board his/her jury fees and receive his/her **salary** or retain such fees and be subject to salary reduction for the period of absence.

9:02 (b)

Personal Leave

1. One half (1/2) day per working **month** will be made available to each teacher for absences other than those mentioned in 9:01 (k). These personal **days are to be banked together and used only** during the current school year, and will be available for any teaching **days** during the current school year. Absences arising from 9:02 (b) **will** be charged against sick leave credits.

The Board shall grant Personal Leave for:

- (i) Attending **to** the needs of **an** ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or spousal equivalent, or any relative for whom the teacher bears special responsibilities.)
- (ii) **Accompanying an** immediate family member to a doctor's **office** or hospital.
- (iii) Needs directly related **to** the birth or adoption of **a** child.
- (iv) **Attending** a wedding.
- (v) **Attending** graduation exercises.
- (vi) **Writing an** examination **from** a post-secondary institution including one half day (1/2) before exam.

- (vii) Moving.
 - (viii) Legal, dental and medical appointments.
 - (ix) Municipal office business.
 - (x) Up to **three (3) days** for the observance of **holy days** for religions which are recognized in Section 20 of the Marriage Act.
2. The Board may grant Personal Leave with pay to a maximum of three (3) days per year to a teacher who qualifies for a competition at the Provincial, National or International level.
 3. **The Board may** grant Personal Leave with pay for reasons other than those provided for in (i) - (x) above.
 4. The Board may grant Personal Leave without pay to a maximum of two (2) days per school year.
 5.
 - (i) A teacher taking a Personal Leave under 9:02 (b) 1. items (i) to (x) shall complete the log available at each school.
 - (ii) A teacher shall submit a Personal Leave Form (Appendix A) each time a leave is taken under 9:02 (b) 2., 3., or 4..

9:02 (c) **Sabbatical Leave**

1. The Board may grant sabbatical leave to up to two (2) teachers per school year in order for the teacher(s) to undertake a study program that meets the following criteria:
 - (i) The program must be for the purpose of improving teaching techniques, curriculum study, or other worthwhile educational pursuits.
 - (ii) The program must not result in the gaining of credits which are applied toward a change of category, or an extra degree used to obtain a raise in salary.
 - (iii) The program must be one that could not normally be taken at a time or times other than during the school year.
2. The duration of a sabbatical leave shall not be less than three (3) months and not more than ten (10) months. The duration of combined sabbatical leaves shall not exceed ten (10) months in total.
3. A teacher selected for sabbatical leave shall be:
 - (i) one who has been teaching for the Victoria County Board of Education, for a minimum of five (5) consecutive years at the time of commencement of the sabbatical leave and;

(ii) one who agrees, in writing, to teach for the Board for a minimum period of two (2) years following the sabbatical leave, failing which the teacher agrees to reimburse the Board 50% of the Board's contribution to the sabbatical leave for each year short of the two (2) year minimum requirement. The Board may waive reimbursement if, in the opinion of the Board, the teacher's failure to meet the two (2) year minimum requirement is beyond the teacher's control.

4. A teacher granted sabbatical leave shall receive 75% of the amount that is (or would be) paid that person based on teaching experience and qualifications according to 6:02 of this Agreement. All responsibility allowances shall be excluded **when** determining the amount of compensation to be paid during a sabbatical leave. Persons receiving an extra degree allowance shall have that amount included in the determining of compensation should that person be granted sabbatical leave. The teacher shall also receive all of the Board's portion of any employee benefits **as** set out in this Agreement. In addition, 75% of the tuition fee which is for tuition only, **to** a maximum of \$500.00 will be paid by the Board.
5. The period of sabbatical leave shall be counted **as** teaching experience for placement of the teacher on the **salary** grid following the teacher's return from sabbatical leave.
6. Before being granted **a** sabbatical leave, the teacher will sign an agreement with the **Board** which will state the conditions of the leave and the conditions of the teacher's return.
7. A teacher **seeking** sabbatical leave commencing on the first teaching day in September, shall apply to the appropriate Affiliate before April 1st of that same year. The Affiliate(s) shall submit their nominations jointly to the Director of Education for consideration by the Board before May 1st. Furthermore, a teacher seeking a sabbatical leave commencing **on** or after the first teaching day in January, shall apply to the **appropriate** Affiliate before October 1st, of the previous calendar year. The Affiliate(s) shall submit their nominations jointly to the Director of Education for consideration by the Board before November 1st.
8. The Board shall reserve the right to withhold the **granting** of sabbatical leave when in its opinion, **such** leave would not be in the **best** interest of the school system. **The Board** shall notify, in writing, the **President(s)** of the **Affiliate(s)** of the disposition of their nominations.

9:02 (d) Leave with Salary Holdback

The **Board** will administer a Leave with Salary Holdback Plan. Application forms to participate in the Plan **may** be requested **from** your Principal or School Secretary (Appendix B). The Leave with **Salary** Holdback Agreement is attached to this Agreement **as** Appendix C.

1. **DEFINITIONS:**

- (i) A "teacher" is defined **as** an elementary school teacher under the employ of the Victoria County Board of Education.
- (ii) The "Board" is defined **as** the Victoria County Board of Education.
- (iii) The "**Plan**" is defined as the Leave with Salary Holdback Plan.
- (iv) "Salary" is defined **as** annual salary according to **grid** placement plus all applicable allowances according to **the** Collective Agreement.
- (v) "Year of Application" refers to that school year (September-June) in which a given year of leave is declared open for application.

2. **PURPOSE:**

- (i) To promote self renewal and growth.
- (ii) To help alleviate **the** problem of disappearing jobs due to declining enrolment.

3. **DESCRIPTION:**

- (i) This plan **has been** developed **to** afford teachers the opportunity of **taking** a one (1) year leave of absence with pay. This **is** accomplished by spreading a predetermined number of annual salaries over a longer period of time (example: four (4) years salary over five (5) years). Not **more** than 1/3 **of** salary can be deferred and the term cannot exceed six (6) years.

4. **QUALIFICATIONS:**

- (i) A teacher must have a permanent teaching contract **with** the Board.

5. **APPLICATION**

- (i) A teacher wishing to participate in **the** plan must apply on a standard form, **Appendix B**, **stating** the desired year of leave and the desired **method** of deferment. This form must be received by **the Processing** Committee in care of the Secretary of **the Board** by **January 31st** of the year of application.
- (ii) Applications shall be considered **and recommendations made** to the **Board** on or before April 1st of **the year of application** by the Processing Committee **composed of one (1) member from the elementary teachers' Collective Bargaining** Committee and one (1) member from each of **the Branch Affiliate(s)**, **two (2) trustees and a member of** administration.

6. **ACCOMMODATION:**

- (i) The Processing Committee shall recommend quotas in regard to the maximum number of leaves with salary holdback which may be taken in any year. **As far** as possible the recommended quotas will meet both the requests of the teachers and the program needs of the Board.
- (ii) Seniority will be used **as** criteria for acceptance. The most senior teacher is given priority.
- (iii) Program disruptions and staff dislocations resulting from the leaves with salary holdback must be considered by the Processing Committee.
- (iv) Final approval of the leave shall rest with the Board. Acceptance or rejection of **an** application by the **Board** shall be given in writing to the teacher concerned and the Processing Committee by April 1st of the year of application and any reasons for denial shall be set out.
- (v) The names of teachers participating in the plan in any given year will appear in a Personnel Report to the Board and form part of the minutes of the Committee of the Whole Board.
- (vi) Each approved **participant** shall sign an agreement with the Board, Appendix C, **where** in the terms and conditions of participation in **the** plan are set out.
- (vii) **Each** year in June, the Superintendent of Business and Finance will hold a meeting at the Education Centre on a day that is convenient to a majority of the participants and **a** member of each Branch Affiliate will be invited. All participants and the Affiliates will be notified personally in writing at least ten (10) **days** in advance of the meeting. The following matters will be addressed at the meeting:
 - 1. The Board will provide **an** explanation of the administration of the **funds**.
 - 2. The Board will provide a statement of the account of each participant outlining details of the transactions in their account for the year to date including details of the interest paid.
 - 3. The **Board** will provide a schedule which summarizes interest rates **earned on** the funds over the past twelve **(12)** months and comparative rates **earned** on National Trust Company guaranteed investment certificates or their equivalent over the **same** period.

4. The funds will be invested for the ensuing twelve (12) months in an investment instrument to be determined by a motion duly made and seconded by plan participants and carried by 75% of participants provided attendance exceeds 50%. The investment instrument may take the form of a loan to the V.C.B. of E. In any case, the Board agrees to provide at all times a separate accounting for the funds of each participant showing the amount to his/her credit.
5. The funds of all participants will be invested according to the decision arrived at in 4 above. Interest shall be paid annually and T4's issued for tax purposes.

The salary deferred shall be paid to the teacher in a manner prescribed by the teacher and as specifically outlined in the "Leave with Salary Holdback Agreement" governing the leave plan of that teacher.

During the year of leave the Board will deduct pension contributions from payments in accordance with the Teachers' Pension Plan Act.

- (viii) The calculation of interest under the terms of this plan shall be done monthly, not in advance.
- (ix) The salary that is held back shall be paid to the teacher in a manner specified in the agreement described in 6. (vi).
- (x) The Board shall maintain the normal benefit package during the year of leave but the teacher waives the Board contribution as specified in Article 8 of the Collective Agreement between the Affiliates and the Board.
- (xi) A teacher may withdraw from the plan any time prior to May 1st of the school year preceding the school year of leave or at any time by mutual agreement of the teacher and the Board. Upon withdrawal, all amounts withheld plus all accrued interest will be returned to the teacher. This payment shall be made within sixty (60) days of notification of withdrawal.
- (xii) If a teacher participating in this plan leaves the employ of the Board prior to taking the year of leave then the amounts withheld plus any accrued interest shall be returned to the teacher within sixty (60) days of notification.
- (xiii) If a teacher should die while participating in the plan, then the Board shall return the full amounts withheld plus any accrued interest to the teacher's estate within sixty (60) days of death.
- (xiv) Following the leave of absence, the participant must return to employment with the Board for a period of time not less than the duration of the leave.

- (xv) A participating teacher who is declared redundant shall be deemed to be withdrawn from the plan on the effective date of the redundancy. Payment to be made as set out in 6. (xi) or as agreed to by the teacher and the Board.
- (xvi) When a teacher is on leave under this plan no sick leave shall accumulate or be utilized.
- (xvii) The year of leave shall be considered as a year's service **with** the Board for seniority purposes only.
- (xviii) Throughout the period of the leave the teacher may not receive any salary or wages from this Board other than the deferred amount.
- (xix) On returning from leave, a teacher will be assigned to his/her same position (including position of responsibility) unless otherwise agreed upon by the teacher and the Board and specified in the Leave with Salary Holdback Agreement under 15. or, if due to declining enrolment or changing enrolment patterns said position no longer exists, to a comparable position.

9:03 (a) Pregnancy and Parental Leaves

1. A teacher shall be entitled to pregnancy leave and parental leave in accordance **with** the Employment **Standards** Act, as amended. (A current version of the relevant provisions of that Act shall be appended but shall not form part of this Collective Agreement.)
2. While recognizing that the provisions of the said Act regarding notice shall prevail, teachers shall normally provide the Board with at least three (3) months' written notice of the date such a leave **is** to begin. Before the termination of the leave the onus is on the teacher to report his/her readiness to resume his/her duties upon termination of the leave.
3. (i) The employee granted pregnancy leave and/or parental leave shall continue **to** accumulate seniority and experience credits for purpose of the **salary** grid, for the duration of the pregnancy leave and/or parental leave.
 - (ii) For **those** employees granted pregnancy leave and/or parental leave, the **Board** shall **continue** to pay for the duration of such leave(s), the normal premium payable by the Board **to** maintain those benefits in which the employee is currently enrolled unless **the** employee gives **the** Board written notice **that** the employee **does** not intend **to** pay **the** employee's contributions, if any.
 - (iii) The Board shall reinstate the employee when **the** pregnancy leave or parental leave ends, **to** the position the **employee** most recently held with the Board, if it still exists, or to a comparable position if it **does** not, subject to the redundancy and transfer provisions of this Collective Agreement.

9:03 (b) Extended Leave

An employee who is eligible for parental leave may apply for an extended leave which will begin upon the expiry of the parental leave provided for in 9:03 (a). The following conditions shall apply to the granting and continuation of such an extended leave:

1. The employee must apply in writing for the extended leave at least eight (8) weeks in advance of the commencement of the extended leave.
2. The employee must be eligible for and take the full parental leave.
3. The extended leave shall expire on August 31st or January 31st or during the March break of the school year.

9:03 (c) General Conditions

The following conditions apply to pregnancy leave, parental leave, and extended leave.

1. All parties concerned agree that the best interests of the pupils, the teachers and the teaching profession should be observed in arranging the dates for the commencement and termination of the leaves described under this Article, subject to the statutory rights of the teacher involved, and subject to 9:03 (b).
2. Pregnancy leave, parental leave and extended leave shall not cumulatively last longer than three (3) years. In the event the teacher does not return to work upon the expiry of the leave(s), the teacher shall be deemed to have resigned. Re-employment may occur through regular channels.

9:03 (d) S.E.B. Plan

A teacher granted a pregnancy leave or a parental leave pursuant to this Article shall be compensated by the Board under an Employment Insurance Commission of Canada ("E.I.C.") approved supplementary benefit plan for the two (2) week waiting period under E.I.C. at a weekly rate equal to 95% of the teacher's weekly insurable earnings under E.I.C. or up to the E.I.C. weekly maximum insurable earnings, whichever is the lesser, provided the teacher:

1. is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
2. makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C..

No supplementary benefit will be paid under this plan for any week in the waiting period which falls outside the teacher's normal employment period (i.e. July and August if ten (10) month employment). The supplementary benefit plan shall be subject to approval by E.I.C..

9:03 (e) Leaves of Absence

- I. A teacher may be granted a leave of absence with pay for:
 - (i) teaching overseas in association with the Department of National Defence
 - (ii) teaching in a Teacher Exchange Program
 - (iii) teaching in a developing country

Such leaves of absence shall be granted to not more than three (3) elementary school teachers each year.

Upon returning from leave, the teacher has the right to be reassigned to a teaching position in the school in which the teacher taught prior to going on leave, subject to the redundancy procedures contained in Article 12:00.

- 2. A teacher may be granted a leave of absence without pay and without accumulation of sick leave credits or seniority for one (1) year for study, travel, or personal reasons.

A teacher on such leave of absence may continue to participate in one (1) or more benefit plan(s) provided the teacher pays the full premium of any such plan(s).

Upon returning from leave, the teacher has the right to be reassigned to a teaching position in the school in which the teacher taught prior to going on leave, subject to the redundancy procedures contained in Article 12:00.

9:04 Full-Time to ~~Part~~-Time Leave/Assignment, Return to Full-Time

- (a) When a full-time teacher desires to teach part-time, that teacher may make a request in writing through the Principal to the Director of Education. Requests must be submitted by January 31st with a copy to the President of the Branch Affiliate.
- (b) The Director, in consultation with the Principal, may recommend the granting of the request to the **Board**. Upon approval by the Board, the request for a part-time assignment/leave of absence shall be granted.
- (c) The teacher shall be notified in writing of the Board's decision **no later** than March 1st.
- (d) Such assignments/leaves shall **be** granted only for a full school year.
- (e) A teacher **may** apply for an extension of such an assignment/leave for a second school year, to a cumulative maximum of **two (2)** school years. **The** extension application is subject **to** all of the provisions of **this** Article.
- (f) For the period of the assignment/leave requested, the teacher **may** not return to full-time teaching unless a vacancy occurs.

- (g) During the term of the assignment/leave, the appropriate standard teacher contract for a full-time teacher is maintained. Unless the teacher again requests part-time for the second year by the required date, the teacher will become a full-time member of the staff, subject to the seniority and redundancy provisions of **this** Agreement.
- (h) The annual salary for a part-time teacher shall be calculated on a pro rata basis in the exact proportion that the teacher's part-time assignment bears to a full-time assignment.
- (i) The part-time teacher must accept supervising duties prorated **in** accordance with (h).
- (j) The Board's share of benefit premiums shall be calculated in accordance with (h).
- (k) A teacher on such an assignment/leave shall receive one (1) **year** for seniority purposes **on** the seniority list for each year of the leave to a maximum of two (2) years.

9:05 Teachers granted a leave of absence under Articles 9:02 (c), 9:02 (d), 9:02 (e), or 9:03 shall notify the Board by March **15th** of their intention to return to teaching duties on the **first** school day in September of the same calendar year.

9:06 Retirement Gratuity Plan

- (a) A retirement gratuity will **be** paid to any teacher who **has** a minimum of ten (10) **years** of service with the **Board**, uninterrupted except for leave of absence and who, on retirement, qualifies **for** a pension under the Teachers' Pension Act.
- (b) Except where **an** employee retires **as** outlined in (c), the gratuity will be calculated **as** in 9:06 (f).
- (c) Where **an** employee retires having between ten (10) and thirty (30) **years** of service in the Teachers' Pension Fund at the time of cessation of employment, but where the combination of age **and** service is less than 90 years, the gratuity **as** calculated in 9:06 (f) will be discounted at the rate of 10% for every year that the retiring teacher is less than age 62.
- (d) A retirement gratuity will be paid to the ~~Estate~~ of a teacher who dies while in the employ of the Board under the same terms **and** conditions **as** if he/she retired in a normal manner.
- (e) **Payment** will be **made** in:
 1. a bulk payment to an Estate or
 2. equal **monthly** payments to a retiring teacher over a period **from** one (1) to **three (3)** years at the discretion **of the** teacher, or
 3. payable anytime in a bulk payment between September and June of the **following** school year.

(f) The formula for calculating the retirement gratuity under 9:06 (b) is:

$$\frac{A}{200} \times \frac{N}{2}$$

where **A** = salary for the last year

where **N** = number of days of sick leave accumulated with this Board.

(g) For the purposes of retirement gratuity only, teachers shall be allowed to accumulate sick leave days to a maximum of 300 days.

(h) The maximum gratuity payment shall not exceed 50% of the employee's salary of the last year.

9:07 Early Retirement Incentive Plan

(a) Criteria for Eligibility

1. 55 years of age or older in the calendar year in which early retirement is to take effect.
2. Ten (10) years consecutive teacher experience with the Victoria County Board of Education credited under the Teachers' Pension Act.
3. Maximum salary placement in respective grid category.
4. Eligible for a pension under the Teachers' Pension Act in the year early retirement is to take effect.

(b) Operation of the Plan

The teacher shall forward to ~~the~~ Director of Education:

1. An application to participate in the Plan.
2. Proof of age.
3. Proof of service achieved under the Teachers' Pension Act.
4. A resignation which clearly **states** the effective date of separation based on approval of participation in the Plan.

The application must be received by the Director of Education by March 15th for effective separation at June 30th or by September 30th for effective separation at December 31st.

Approval of individual requests to participate in the Plan shall rest solely in the discretion of the Board.

The Board shall pay the allowance on the following basis:

34 years ~~service~~ in Superannuation - 1 year payout of \$5,000
33 years service in Superannuation - 2 years payout of \$5,000
32 years ~~service~~ in Superannuation - 3 years payout of \$5,000
31 years & less service in Super'n - 4 years payout of \$5,000

No payment shall exceed four (4) years or extend beyond August 31st of the school year in which the teacher reaches age 65.
Payments shall be made on **January** 1st of the year next following the year of separation and on each succeeding January 1st until the full amount is paid. For partial years, the final payment will be adjusted accordingly.
The incentive payment of a teacher **who** dies during the payment period shall be paid to his/her estate.

When participation in the Plan is approved, the resignation is effective **on** the specified date and **the** applicant is no longer **an** employee of the Board.

9:08 Federation Release Time

- (a) The **Board** agrees to release each President of the Branch Affiliates, full-time during the school year.
- (b) Each President of the Branch Affiliate shall be paid **as** a full-time teacher and shall receive all benefits.
- (c) Each Branch Affiliate shall reimburse the Board for the cost of its President on leave.
- (d) Upon returning from leave, the teacher has the right to be reassigned to a teaching position in the school in which the teacher taught prior to going on leave, subject to the redundancy procedures contained in Article 12:00.
- (e) The Board agrees to release the Chief Negotiator(s) of the Collective Bargaining Committee **a** total of ten (10) days during the school **year**.
- (f) Each Chief **Negotiator of** the Branch Affiliate shall **be** paid **as a** full-time teacher and shall receive all benefits.
- (g) Each Branch Affiliate shall reimburse the Board for the cost of the replacement teacher for the Chief Negotiator.
- (h) The Board may, at no cost to the Board, provide release time for Federation members of the Branch Affiliates on an individual, **as** required basis. The Affiliate President will contact the **Human Resources** Assistant who will notify the school, record the absence and **arrange** for the invoicing of the federation for the absence at the full or half-time **occasional** teacher daily rate.

The Board **recognizes** the need for Federation Executive members or their designates **to** attend Committee meetings at the Board's request. The payment of release time to attend these meetings may **be negotiated** without reference to paragraph 1 above.

ARTICLE 10 - GRIEVANCE AND ARBITRATION PROCEDURE

10:01 The purpose of this article is to establish **a** procedure for the settlement of grievances **as** quickly **as** possible.

10:02

Definitions

- (a) A grievance shall be defined as any question, dispute, or difference of opinion involving the interpretation or alleged violation of any term, provision or condition of this Collective Agreement, including the question of whether a matter is arbitrable. A grievance shall contain:
1. a description of the facts of the grievance including a description **as to** how the Agreement has been violated;
 2. a statement **as to** which articles of the Agreement are alleged to have been violated;
 3. a statement **as to** the remedy sought;
 4. the signature of the grievor(s) in the case of a grievance filed **by** a teacher or group of teachers, and the signature of the President of the Branch Affiliate(s) or the President's designate.
- (b) "Branch Affiliate" shall be defined **as** the Victoria County Women Teachers' Association in the case of a female teacher; and the Ontario Public School Teachers' Federation - Victoria District in the **case** of a **male** teacher; and Branch Affiliates shall be defined **as both** of the aforesaid.
- In the event of the creation of one Federation/Union representing all public elementary school teachers, and at such time **as** the new Federation/Union officially represents **the** elementary school teachers **of the** Victoria County Board of Education, gender affiliation will become redundant.
- (c) A "Party" shall be defined **as**:
1. one or **both** of the Branch Affiliates, **as the case may be; and**
 2. **the Board.**
- (d) In this article, "days" shall mean instructional **days unless** otherwise indicated.
- (e) In this article, "immediate supervisor" shall mean Principal or Superintendent, whichever is **the** immediate supervisor of the complainant.
- (f) A grievance, if lodged **by a** teacher or **a** group of teachers, shall be lodged at **Step 1.**
- (g) **A grievance, if lodged by the** Branch Affiliate(s) or **by the** Board, shall be lodged at **Step 2,** if it cannot be resolved by informal discussion. The Branch Affiliate(s) **may** launch a grievance on behalf of **a** teacher or group of teachers at Step 1.
- (h) Each **Party may** elect **to** be represented by counsel or representative(s) of their respective organizations at **any stage of the** grievance or arbitration procedure.

10:03 It is understood that a teacher has no grievance until the teacher has first given his/her immediate supervisor an opportunity to adjust the complaint. A complaint involving the interpretation or alleged violation of this agreement shall be brought to the attention of the teacher's immediate supervisor within twenty (20) days of the date the teacher becomes aware or would reasonably be expected to become aware of the circumstances giving rise to the complaint. The immediate supervisor shall respond orally to the complaint within ten (10) days of receiving it.

10:04 Should the teacher be dissatisfied with the immediate supervisor's disposition of the complaint, the teacher may, with the assistance of the Branch Affiliate's President or the President's designate, take the matter up as a grievance in the following manner and sequence:

Step 1

The teacher may initiate a Grievance in accordance with Article 10:02, within ten (10) days of receipt of the immediate supervisor's disposition of the complaint pursuant to Article 10:03. The grievance shall be submitted to the appropriate Superintendent of Schools. The Superintendent of Schools shall convene a meeting with the grieving teacher and a Branch Affiliate representative and such other persons as the Superintendent of Schools may require within ten (10) days of receipt of the grievance. The decision of the Superintendent of Schools shall be given in writing to the Branch Affiliate and the griever within five (5) days following the meeting or the expiration of time for the holding of the meeting.

Step 2

Should the teacher be dissatisfied with the disposition of the grievance at Step 1, the teacher may, if the Branch Affiliate concurs, refer the grievance to the Board's Grievance Committee, through the Director of Education, within five (5) days of receipt of the Superintendent's reply at Step 1. The Board's Grievance Committee which shall consist of such trustees and administration as the Board may designate, shall meet within ten (10) days of the referral, with the teacher and representatives of the Branch Affiliate, to deal with the grievance. The Grievance Committee's decision shall be given in writing to the teacher and the Branch Affiliate within five (5) days following the meeting or the expiration of time for the holding of a meeting. The griever shall also attend the Step 2 grievance meeting.

Step 3

If the reply of the Board's Grievance Committee is unacceptable to the teacher and the Branch Affiliate, it may be referred to arbitration within fifteen (15) days of receipt of the decision of the Board's Grievance Committee.

10:05 The Board or one or both of the Branch Affiliates may initiate a grievance regarding a matter arising directly between the Board and the Branch Affiliate, beginning at Step 2 of the grievance procedure, within fifteen (15) days of the Occurrence complained of. However, the Branch Affiliate may not institute a grievance directly affecting a teacher which such teacher could personally institute and the regular grievance procedure shall not thereby be by-passed.

10:06

Where a grievance is referred to arbitration in accordance with Step 3, above, the notice shall contain either,

- (a) the name of the Parties' appointee to **an** arbitration board; or
- (b) a statement that the Party desires arbitration by a sole arbitrator **and** the name or names of proposed arbitrators.

The receiving Party shall, within five **(5) days**, inform the other Party of its appointee to the arbitration board or its response regarding proposed single arbitrators. Unless the Parties agree to the appointment of a sole arbitrator, the matter shall be referred to a three-person arbitration board.

10:07

In the event the matter is being referred to an arbitration board, the two (2) appointees so selected shall, within five **(5) days** of the appointment of the second of them, or within a time mutually agreed upon, **appoint** a third person who shall chair the arbitration board. If the recipient Party **fails** to appoint an arbitrator, or if **the** two (2) appointees fail to agree **on** a person to chair the board within the time provided, the appointment shall be made by the Education Relations Commission upon the request of either Party. In the event the Parties **agree** to refer the matter to a single arbitrator, but are unable to agree upon an arbitrator, the appointment shall be made by the Education Relations Commission upon the request of either Party.

10:08

No person may be appointed **as an** arbitrator who has been involved in **an** attempt to negotiate or settle the grievance.

10:09

The arbitrator or arbitration board, **as** the case may be, shall not be authorized to make any decision inconsistent with the provisions of this Agreement, nor to alter, modify or amend any part of this agreement.

10:10

Each of the Parties hereto will **bear** the expenses of its appointee to an arbitration board. **The** Parties will jointly share **the** expenses of the person chairing the Board or the **sole** arbitrator, **as** the case may be. The decision of the majority of **an** arbitration board **is** the decision of the board; but, if there is no majority, the decision of the person chairing **the** board governs.

10:11

Any step of and any time limits specified in the grievance procedure may be waived **by** mutual agreement in writing between the Parties.

ARTICLE 11 - PROFESSIONAL DEVELOPMENT FUND

11:01

Purposes

- (a) To encourage **improvement** of professional teaching standards for the benefit of the pupils.
- (b) **To subsidize the teacher's** cost of updating (**as distinct from** upgrading) professional development programs, namely conferences, courses, and seminars. An **updating** program, for purposes of **this fund**, is defined as one **from** which a teacher will not improve his/her **salary** position at **any** future time.

11:02 The Fund

- (a) The Board will provide \$25,000 in the calendar year 1997 and \$25,000 in the calendar year 1998 to be administered by the Elementary Teachers' Professional Development Fund Committee of Victoria County within the limitations of this Article.

11:03 Administration of the Fund

- (a)
1. The fund will be administered by a committee consisting of five (5) teachers, one (1) PAR member and the Payroll Manager, or his/her designate, who shall be an ex-officio member.
 2. No two (2) representatives, including the PAR member, may come from the same school.
 3. Each representative must have at least two (2) years of teaching experience with the Board.
 4. Representatives will serve for three (3) years with a suitable turnover each calendar year.
 5. The Secretary of the Fund shall hold the position for two (2) years.
 6. The PAR representative shall hold the position for a maximum of three (3) years.
- (b) The Board agrees to release the Secretary of the P.D. Fund Committee for one-half (1/2) day between September and December and for one-half (1/2) day between January and June for administration purposes. If the half day (1/2) is not taken between September and December, a full day may be taken between January and June. The cost of the release time shall be deducted from the P.D. Fund allocation.
- (c) Travel expenses at the current rate being paid to others on the Board or in the Board's employ, will be paid to those representatives coming to meetings. Such travel expenses will be deducted from the P.D. Fund allocation.

11:04 Supply Teachers

The cost of any supply teachers required to enable teachers to attend conferences or courses will be levied against the allocation.

11:05 Accountability

- (a) Only those courses or conferences held within the Province of Ontario are eligible for subsidization except with the expressed approval of the Director of Education.
- (b) Subsidization of any course will require successful completion of the course.

- (c) Subsidization of any summer course or summer conference will require that the teacher be under contract to teach for the Board the following September, and will **be** subject to Clause 11:01 (b).
- (d) Subsidization for accommodation, meals, registration fees and tuition fees will require receipts to be submitted to the Secretary of the Committee and subsequently to the **Board** Office. Payment of meals and travel will be made at the end of the calendar year, and will be dependent upon any monies being left in the fund. Such **monies** will be divided equally amongst those attending conferences.
 - 1. Travel **cost** reimbursements will be based on the amount it costs to travel to the conference, workshop, seminar or course by bus. This will be based on a single return trip.
 - 2. There will be a cap of \$40/day for meals: alcoholic beverages are not eligible for reimbursement. A maximum of \$200 will be reimbursed to any applicant for meals and travel upon any monies being left in the Fund at the end of the calendar year.
- (e) **Submissions** to the Board Office for subsidization **must** be certified and forwarded by the Secretary of the Committee.

11:06 All applications to the Committee for subsidization from the fund shall be made on the standard form available from the Principal of the school.

11:07 All applications to the Board Office from the Secretary of the committee shall be made on a standard form to which shall be attached appropriate receipts.

11:08 The Committee's operating guidelines and policy are **to** be re-evaluated at the end of **this** Agreement for possible changes.

11:09 Guidelines

- (a) There will be **a** limit of ten (10) delegates who may attend an approved conference. No more than three (3) delegates may attend the same conference from the same school.
- (b) Monies will be **apportioned** on a 70% - 30% basis (70% for conferences **from** January to June - 30% for conferences from September **to** December).
- (c) Selection **will take** into account:
 - 1. order of receipt of applications
 - 2. previous use of P.D. Funds - e.g. two **(2)** conferences in a three (3) year period
 - 3. the number of individuals who have applied:
 - (i) **from the** Elementary System
 - (ii) from a School

The **final** decision for selection shall be at the discretion of the **Committee**.

(d) If the application is approved, the Committee will reimburse applicants for the following expenses:

1. supply teacher
2. registration
3. the cost of the shared accommodation based on double occupancy

e.g.	Room Cost	\$100
	Per Person Cost (double occupancy)	\$ 50

Refund:	Applicant A	\$ 50
	Applicant B	\$ 50

No teacher shall receive a refund of more than \$1000 for a conference, including the amount paid to cover supply teacher **costs**.

- (e) Any money left in the Fund at the end of the calendar year will defray the cost of meals and travel subject to Clause 11:05 (d).
- (f) Any further balance will be carried over to the next calendar year and will be added to the amount designated for the Fund.
- (g) Reports to the Committee may be copied and distributed to each school for the information of the staff.
- (h) A list of conferences which have been attended and the comments of those who have attended them is available upon request from the Secretary of the Fund.
- (i) A report, written by a teacher after the conference must be submitted to the Secretary with his/her receipts, within two (2) weeks of attending the conference. Failing this, funding may be forfeited at the discretion of the P.D. Fund Committee.
- (j) Meetings of the Elementary Teachers' Professional Development Fund Committee shall be called by the Secretary as required.
- (k) The Secretary of the Committee shall send out two (2) updates to all schools during a school year.

ARTICLE 12 - REDUNDANCY AND RECALL

- 12:01 (a) A "redundant teacher" means a teacher for whom no position is available within the elementary system for reasons other than incompetence.
- (b) When a teaching position is declared by the Board to be redundant, the reduction shall be accomplished, if possible, by attrition through a retirement or a resignation of an elementary school teacher from the system.

- (c) When by April 15th, there is no evidence that the elimination of the particular position will be accomplished by attrition through a retirement or a resignation, **as** above, it shall, if possible, be accomplished by the termination of the contract of the least senior probationary elementary school teacher in the elementary system.
- (d) When by May 1st, there is no evidence that the elimination of the position can be accomplished either by attrition or **by** the termination of the contract of a probationary teacher **as** above, the reduction shall be accomplished by the termination of the contract of the least senior elementary teacher who is on a permanent contract.
- (e) For purposes of seniority, a part-time teacher teaching 50% or more of a full-time assignment shall be deemed to be a full-time teacher.

For part-time teachers teaching less **than** 50% of a full-time assignment, seniority is defined as actual teaching time in a year.

The Board shall prepare a seniority list of all elementary teachers in the system, permanent and probationary, including teachers in positions of added responsibility.

Copies of the seniority list shall be labelled **as** confidential, and shall be distributed to each school Principal by October 31st.

The seniority list shall state each teacher's name, years of continuous service with the Victoria County Board of Education or its predecessor boards, total teaching experience, and seniority ranking.

Branch Affiliate Presidents will receive **a** seniority list which will include Q.E.C.O. qualifications.

Each teacher **has** the right to view the in-school seniority list.

The seniority list shall **be** kept on Board of Education or Federation premises,

Each teacher **shall** receive a personal statement, annually **by** November **30th** including **that** teacher's name, years of continuous service with the Victoria County Board of Education or its predecessor boards, total teaching experience, Q.E.C.O. category, and seniority ranking.

A corrected statement shall be issued by the **Board within** thirty **(30)** days of notification and resolution **of** any discrepancies.

- (f) When the **Board has** determined that the reduction **can** be accomplished only by the termination of **a permanent** contract of a teacher, then **the** contract of **a** teacher with the least seniority, excluding Principals and Vice-Principals, **shall** be terminated. Principals and Vice-Principals are excluded **from the** redundancy **procedure**. Where **the** least senior teacher has qualifications required by the **Ministry** of Education and Training to teach a certain subject or class, the contract will be terminated if the next senior **teacher** can become **qualified** to commence equivalent teaching duties by September 1st of the same **calendar** year.

(g) Seniority shall be determined as follows:

1. Years of continuous service with the **Board** and/or predecessor **Boards** now within the Victoria County Board of Education's jurisdiction.

Where two (2) or more teachers on the list have the same lowest seniority, as defined in 1., then the dead-lock shall be resolved by:

2. **Total** teaching experience.

Where two (2) or more teachers on the list have the same lowest seniority, as defined in 1. and 2., then the dead-lock shall be resolved by:

3. Professional qualifications, as per Q.E.C.O. 4 as revised up to the date of this agreement.

Where two (2) or more teachers on the list have the same lowest seniority, as defined in 1., 2., 3, then the dead-lock shall be resolved by:

4. Lot.

The Director of Education or designate shall draw by lot the name of a teacher. The teacher whose name is drawn shall be offered the position.

The Federation(s) whose members are affected shall have a representative(s) present for the drawing by lot and shall invite the teachers affected notifying them as to the time and location.

The Federation(s) shall receive forty-eight (48) hours notice as to the time and place of the draw. Such notice shall be verbal and shall be given to the President of each Federation or designate and confirmed by Fax the same day.

12:02 (a) A teacher whose employment has been terminated through redundancy shall be given a letter by the **Board** stating that reason for termination.

(b) A teacher on a permanent or a probationary contract whose employment has been terminated as a result of redundancy and who has not accepted a redundancy allowance will be rehired if a suitable vacancy for which he/she is qualified occurs within a period of three (3) years of the termination of employment. If a suitable vacancy does not occur within a period of three (3) years of the termination of his/her employment, the redundant teacher may accept the redundancy allowance as per Article 12:02 (c). A redundant teacher who is eligible for and has not accepted a redundancy allowance and who is rehired within a period of three (3) years of the termination of his/her employment, shall be considered, for purposes of Seniority and accumulated sick leave credits, to have unbroken service with the Board.

(c) When the Board terminates the employment of a teacher on permanent contract whose position **has** been declared redundant, the Board will pay the teacher a redundancy allowance according to the following criteria:

1. Teachers will not be eligible for a redundancy allowance until they have completed five (5) years with the Victoria County Board of Education.
2. The acceptance of a redundancy allowance would negate all that teacher's sick leave credits if re-employed by the Board.
3. The redundancy allowance will be calculated according to the formula seen below:

$$\frac{A}{200} \times \frac{N}{2}$$

Where **A** = Average **salary** for the best **six** (6) years with **this** Board or average salary of the teacher's years with this Board if less than six (6) years of service

Where **N** = number of **days** of sick leave accumulated with the Board

12:03 (a) **Recall List**

The Board shall prepare a recall list of all permanent and probationary teachers declared redundant within thirty (30) days of notification of redundancy. Copies of this list shall be forwarded to the President of each Branch Affiliate for the resolution of any discrepancies. **A** confidential copy of **the** list shall be distributed by the Board to each redundant teacher by June 15th. The list shall contain the following information:

1. Redundant teacher's individual name; all other redundant teachers are identified by letter only
2. Contract entitlement
3. Continuous service with the Victoria County Board of Education or its predecessor boards
4. Total **teaching** service
5. **Category**

Names/letters on the recall list are listed in order of seniority and grouped according to **the** tie-breaking factors of total teaching service and professional qualifications.

12:04 **Recall Procedure**

- (a) A redundant teacher's **name** remains on **the** recall list for a **period** of three (3) years.

- (b) A redundant teacher who is eligible for a redundancy allowance may accept the redundancy allowance at any point in time during the three (3) years that his/her name appears on the recall list.
- (c) A redundant teacher who accepts a redundancy allowance will have his/her name removed from the recall list.
- (d) When a vacancy occurs for which an occasional teacher is not an appropriate replacement, the vacancy will be filled by a qualified teacher from the recall list. The most senior qualified teacher will be offered the position first.
- (e) A redundant teacher will have twenty-four (24) hours in which to respond to the offer of a position.
- (f) A redundant teacher who has achieved employment with another employer, and who accepts recall, will be allowed one (1) week to give notice to that employer, prior to commencing his/her new position with the Board.
- (g) A redundant teacher may accept an offered position and may immediately take a leave from that position for reasons of health or entitlement to pregnancy and/or parental leave. Such reasons shall be supported by a letter from a medical doctor, supplied by the teacher.
- (h) Full-time entitled redundant teachers will be offered both full-time and part-time vacancies.
- (i) Part-time entitled redundant teachers will be offered part-time vacancies.
- (j) A redundant teacher who has a full-time entitlement and who accepts a part-time position shall have his/her name remain on the recall list. When a part-time vacancy occurs for which he/she is the most senior qualified teacher and which is compatible with his/her current position, it shall be offered to him/her.
- (k) A full-time entitled teacher who accepts a part-time position, and for whom no compatible part-time position is available, subject to (j) above, shall be entitled to full-time employment the following school year in accordance with the staffing provisions of the Collective Agreement.
- (l) A redundant teacher may refuse a position offered to him/her for which he/she is qualified. Following three (3) refusals the redundant teacher's name shall be removed from the recall list:
- (m) A redundant teacher may continue to participate in the Extended Health Care (Clause 8:01 (c)) and the Dental (Clause 8:01 (e)) plans with the total cost of premiums to be paid by the teacher.

To participate the redundant teacher must file post-dated cheques with the Manager, Payroll/Benefits covering the balance of the year and by January 1st for subsequent years. An annual administrative fee in the amount of fifteen dollars (\$15.00) will be paid on the first post-dated cheque for each year or the balance thereof.

- (n) It is the responsibility of the teacher whose name appears on the recall list to keep the Human Resources Assistant informed **as** to where he/she can be contacted should a rehiring opportunity arise.
- (o) A teacher rehired from the recall list **is** considered for the purposes of seniority and accumulated sick leave credit **to** have unbroken service with the Board,
- (p) If the Permanent Contract Teachers' Recall List does not contain any names or does not yield the name of a qualified teacher to fill a vacancy which is not appropriate for **an** occasional teacher, the vacancy will be filled by a qualified teacher from the Probationary Contract Teachers' Recall List. The most senior qualified teacher will be offered the position first.
- (q) The recall procedure for probationary teachers will be the same **as** that of permanent contract teachers **as** outlined in Article 12:04 (a) to (q).

12:05 Recall for Redundant Teachers

Any teacher, permanent or probationary, declared redundant effective August 31st, 1996 under the terms and conditions of the 1994-1996 Collective Agreement and whose name remains on the recall list August 31st, 1997 shall be entitled to the recall provisions negotiated under Article 12:04, with the following exception:

The term of recall established in Article 12:04 (a) shall **be** reduced by one (1) year.

ARTICLE 13 - SURPLUS AND TRANSFERS

- 13:01 (a) The Board agrees that it will not initiate a teacher transfer after November 15th for implementation on February 1st or after May 24th for implementation on September 1st except by mutual agreement between the Board and the teacher.
- (b) If, due to declining enrolment at a particular school, it is determined that the total teaching positions must **be** reduced, the Board shall notify the Principal and teaching staff of **that** school by April 15th. The reduction shall then be carried out in the following manner:
 1. The reduction shall be accomplished if possible, by attrition through retirement or resignation of an elementary teacher at that particular school.
 2. If the reduction cannot be accomplished through attrition, a teacher, or teachers, by making application **to** the Board, **may** indicate a willingness to accept a voluntary transfer. Subject **to** the approval of the Board, the reduction **may** then be accomplished in this manner. Should the Board decline to **grant** consent for the **voluntary** transfer, reasons shall be given in writing, to the volunteering teacher, **within** twenty **(20) days** of the Board's receipt of the application for transfer.
 3. When, **by** May 1st, it is determined that **the** reduction cannot be accomplished through attrition, or voluntary transfer, then the reduction shall be accomplished through involuntary transfer. **The** teacher, at **the** particular school, with the least seniority according to the seniority list (12:01 (e), (f), (g)) shall be transferred.

4. If transfer of the least senior teacher, at that particular school, would result in disruption of an existing program, the teacher with the second least seniority (subject to 12:01 (g)) shall be transferred, **and so on**. The Board shall advise the Principal and the teaching staff on the nature of the aforementioned disruption(s) by May **15th**.
 5. If more **than** one (1) teacher in that school has the same position on the seniority list after considering years of teaching experience in Victoria County, total teaching experience and qualifications **as per Q.E.C.O. 4 as revised** at the date of this Agreement, the teacher to be transferred shall be determined by lot. Where the least senior teacher has qualifications required by the Ministry of Education and Training to teach a certain subject or **class** he/she will be transferred if the next senior teacher can become qualified to commence equivalent teaching duties by September 1st of the same calendar year.
- (c) The Board shall prepare a seniority list of all elementary teachers in the system, including teachers in positions of added responsibility. Confidential copies of this list shall be forwarded **to** each school Principal and to the President of each Branch Affiliate by October 31st. Each teacher shall be notified annually by November **30th as** to that teacher's seniority status.
 - (d) The **Board** shall provide a list of system vacancies which shall be forwarded **to** the President of each Branch Affiliate. **Surplus** teachers will be granted five (**5**) days to determine their top ten (10) choices from the list.

Superintendents will place **surplus** teachers by seniority, taking into consideration their expressed preferences for assignment. Surplus teachers will be notified of their September assignment(s) within four (**4**) instructional **days** of the date set for returning their list of choices.

13:02 Posting of Vacancies

The Board will post internally prior to external advertisement all newly created positions and/or vacancies due to promotion. **The Board will** post internally prior to external advertisement all vacancies due to retirements and resignations received prior to May 1st.

All qualified applicants will be granted **an** interview. It is understood that the Board is under **no** obligation to appoint **any** applicant resulting from the posting.

13:03 Voluntary Transfers

- (a) **A teacher desiring a transfer** to be effective **as** of September 1st of the next school year, shall submit **a** completed application (**see Appendix D**) **to** the **appropriate** Superintendent of Schools **no later than** March 21st of the current **school year**. **In** January of each school year a notice will be **posted** in **each school** reminding teachers of the transfer process and time lines.
- (b) Superintendents of Schools, in consultation with Principals, will endeavour to **accommodate** such applications.

- (c) Notification of disposition of requests for transfer will be given **to the teachers and** Branch Affiliate Presidents by April 30th.
- (d) The Board shall compile and distribute a list of completed transfers to be posted in all **work** locations by May 10th.

ARTICLE 14 - WORKING CONDITIONS

14:01 Professional Activity Days

- (a) A school year shall consist of 185 instructional days and 9 professional activity days.
- (b) One of the Professional Activity Days mentioned in (a) shall be designated **as** a Professional Development Day to be used in a manner decided by the Branch Affiliates consistent with the intention of Ministry of Education and Training guidelines. This day shall be on a Friday in April.
- (c) The Professional Activity Days scheduled for August **28th.** and September 19th, 1997 shall commence at 8:30 **a.m.** and finish at 2:10 **p.m.** with forty **(40)** minutes for lunch. On these two **(2)** Professional Activity Days a teacher shall be paid at 75% of her/his daily rate.

This arrangement is for the **1997-1998** school year and describes the work **day** for these two (2) days only.

At a June staff meeting, teaching staff will be provided with **an** opportunity to have input into the scheduling of these two **(2)** days. The scheduling of **a** day will be the same for all teaching staff in the school. The **final** decision **as** to the scheduling of these days **rests with** the Principal.

14:02 Preparation Time

- (a) The Board endorses the principle of providing preparation time for elementary teachers.
- (b) Preparation time is defined **as** non-instructional time during the school day other **than** lunch and recesses. Preparation time shall be used for professional purposes. Discussion with **the Principal** or Vice-Principal may form part of this preparation time. A period, or part thereof, **so** designated shall be set at **a** time mutually agreeable **to the** parties.
- (c) **Principals**, in consultation with their **staff** and administration, shall provide for each **Full-time** teacher that delivers programs directly to students, **an** average of at least 140 minutes per week, or 168 minutes per **6-day** cycle, preparation time and **an** equivalent pro-rated amount, based on teaching time, for part-time teachers.
- (d) Preparation time shall be **administered** in blocks of not less than twenty **(20)** minutes.

- (e) A P.A./Prep Day shall be scheduled on a Friday in January prior to the issuing of report cards. This designation of a P.A./Prep Day shall remain in effect until otherwise negotiated. The date for the P.A./Prep Day will be established following consultation with the Federations.

Teachers will spend the majority of their working hours on this day involved in preparation activities for the purpose of student evaluation. For a portion of the day, not to exceed sixty (60) minutes, the school Principal may schedule a general staff meeting in lieu of a regularly scheduled January staff meeting.

14:03 Pupil/Teacher Ratio

The County pupil/teacher ratio shall be established upon the following formula:

~~Total~~ elementary pupils (Kindergarten pupil considered 0.5 pupil) divided by elementary teaching ~~staff~~ not to exceed 18.37 to 1. Elementary teaching staff shall include all Principals, all Vice-Principals, all full and part-time teachers, and all librarians. Students and ~~staff~~ of T.R. classes shall not be considered in the calculation.

Based on ~~the~~ projected enrolment for the 1997-1998 school year, the PTR shall not pierce 17.37 to 1.

14:04 Class Size Guidelines

- (a) The Parties recognize that it is desirable to retain as much flexibility and decision-making authority as possible at the school level.
- (b) School principals, in consultation with their staff and within accepted Board policies, are responsible for the organizational structure and size of instructional units within their schools.
- (c) Principals will staff their schools in accordance with the following class size guidelines:

J.K.	E.A. @ 20	Split @ 27
S.K.	E.A. @ 23	Split @ 30
1 - 2	20	
3	25	±2
4 - 6	28	±2
7 - a	31	±2

- (d) It is the intention of the Victoria County Board of Education to staff in a way that will maintain class-size averages across the system that are consistent with the guidelines outlined in (c) above.

14:05 Medical Procedures

- (a) No teacher shall be expected to administer medications or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the teacher to ~~risk~~ of injury or liability for negligence. Such procedures include, but are not limited to, catheterization, physiotherapy, postural drainage, manual expression of the bladder.
- (b) At times it may be necessary for teachers to lift a pupil, feed a handicapped pupil or provide toileting assistance for a pupil. It ~~is~~ not the intention of the Board to assign such duties to teachers on a regular basis.
- (c) No teacher shall be expected to examine pupils for communicable diseases or to diagnose such diseases.

14:06 Lunch Break

Each teacher shall be entitled, each school day, to an uninterrupted and continuous period ~~of~~ not less than forty minutes for lunch.

ARTICLE 15 - TEACHER/BOARD LIAISON COMMITTEE

- 15:01 (a) A Teacher/Board Liaison Committee shall be established to serve the following functions:
- 1. Provide a forum for exchange of ideas concerning issues of common interest.
 - 2. Provide teachers ~~with~~ an opportunity ~~to~~ discuss, prior to Board decision, major changes in education direction.
- (b) The committee shall consist of four **(4)** trustees, and four **(4)** teachers' representatives. The Director of Education shall act ~~as~~ the Chairperson.
- (c) The Chairperson shall be responsible for ~~setting~~ the agenda for each meeting. The agenda shall include any issue put forth by ~~either~~ **Party**.
- (d) The Chairperson shall call a meeting at least once per school term.

ARTICLE 16 - EXCHANGES

16:01 Exchanges Between Members of O.T.F. Branch Affiliates

The Victoria County Board of Education and the Branch Affiliates encourage exchanges in the belief that exchanges can be beneficial ~~to~~ the educational ~~system~~.

- (a) All inter-panel ~~exchanges~~ shall be subject to Article 16 except Board initiated exchanges which ~~shall be~~ subject to Articles 16:01 (d) to 16:01 (j).
- (b) Any member of the Branch Affiliates ~~wishing~~ to exchange with a member of another Branch Affiliate within the Victoria County Board of Education shall make a written ~~request to~~ the Director of Education and the President of the Branch Affiliate by January 31st.

- (c) All requests for exchange shall be posted from February 15th to March 1st in all schools within the Victoria County Board of Education.
- (d) All applications shall be forwarded to a Teacher-Board Committee. The Teacher-Board Committee shall consist of two (2) members of each Branch Affiliate and four (4) members of the Board and the Director of Education. The Director of Education shall be a non-voting member. In the event that the Teacher-Board Committee cannot agree on the disposition of the application(s), the Board shall make a decision on the application(s) subject to the mutual agreement of the applicants concerned.
- (e) Any member of the Branch Affiliate involved in an exchange under Article 16 shall retain his/her membership during the duration of the exchange and be subject to that Collective Agreement.
- (f) Notwithstanding Article 16:01 (e), the Branch Affiliate and the Board may jointly agree to waive specific terms and conditions of the Agreement for the duration of an exchange.
- (g) A member of the Branch Affiliate who holds a position of responsibility prior to the exchange shall be entitled to his/her position of responsibility at the end of the exchange provided it continues in existence, the member of the Branch Affiliate shall be entitled to a comparable position subject to the provisions of Articles 12 and 6:09 (f).
- (h) A member of the Branch Affiliate who does not hold a position of responsibility prior to the exchange shall be assigned to his/her previous position at the end of the exchange provided that his/her position continues in existence. If his/her position does not continue in existence the member of the Branch Affiliate shall be entitled to a comparable position subject to the provisions of Articles 12 and 6:09 (f).
- (i) The exchange shall be for one (1) year. A member of the Branch Affiliate may apply for a one (1) year extension subject to Article 16.
- (j) No exchange shall exceed two (2) years.

ARTICLE 17 - CONTINUING EDUCATION TEACHERS

17:01

This article applies to those continuing education teachers (as that term is defined by the Education Act) who are represented by the Branch Affiliates who are Parties to this Agreement, that is all continuing education teachers employed by the Board to teach an elementary school course. For the purpose of clarity, it is noted that this Agreement does not apply to continuing education teachers while employed by the Board to teach any other courses, and it does not apply to continuing education instructors (as that term is defined by the Education Act).

17:02

This article and the following provisions of the Collective Agreement shall be the only provisions which apply to continuing education teachers:

- Article 1 - Purpose and Scope
- Article 2 - Recognition
- Article 3 - Interpretation
- Article 4 - Effective Period and Renewal
- Article 5 - Rights and Responsibilities, but not paragraphs 6:01 and 5:08
- Article 10 - Grievance and Arbitration Procedure
- Article 15 - Teacher/Board Liaison Committee

17:03

This article shall be deemed to form part of the individual contract of employment between the Board and each continuing education teacher, in accordance with section 54 (1) of the School Boards and Teachers Collective Negotiations Act as amended.

17:04

Salary

Continuing education teachers employed under this Article shall be paid \$ ____ for each hour of classroom teaching. This rate includes vacation pay under the Employment Standards Act.

ARTICLE 18 - HEALTH AND SAFETY

18:01

The Parties agree to work cooperatively for the protection of the health and safety of all elementary teachers.

8:02

The Parties recognize that teachers, supervisors and employers have rights and obligations with respect to protecting the health and safety of workers, under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

8:03

The Parties agree to continue to participate in the Joint Occupational Health and Safety Committee, which shall meet at least once every three (3) months.

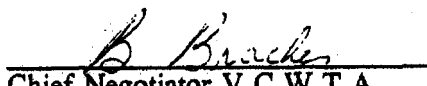
IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed in the respective names by their representatives thereunto duly authorized,

as of this 23rd day of September 1997.

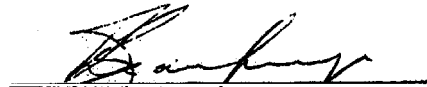
The Victoria County Board of Education

Authorized Representatives of the Branch
Affiliate of the Federation of Women Teachers'
Associations of Ontario and **Ontario** Public
School Teachers' Federation.

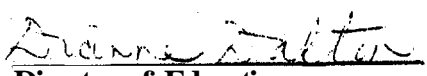

Chairperson Negotiations


Chief Negotiator V.C.W.T.A.


Chairperson


Chief Negotiator O.P.S.T.F.V.D.


President V.C.W.T.A.


Director of Education


C.B.R.


President O.P.S.T.F.V.D.


N.O.

NEGOTIATING COMMITTEE:

Fred Deacon
Brian **Cavanagh**
Alex Istchenko
Mary Jeffery
Warren **Rosborough**
Judy Saunders

Dave Beauchamp
Boudina Braches
Kevin Adams
Rod Barber
Mary Dickson
Jim **Godin**
Grace **Irvine**
Jane **Junkin**
Iane Lumsden
John McClelland

RETURN TO: AREA SUPERINTENDENT

ELEMENTARY TEACHER PERSONAL LEAVE APPLICATION

EMPLOYEE NAME: _____

SCHOOL: _____

DATE(S) OF LEAVE: _____

REASON: _____

DATE: _____ SIGNATURE: _____
(Teacher)

DISPOSITION OF APPLICATION

_____ LEAVE GRANTED WITH PAY

_____ LEAVE GRANTED WITHOUT PAY

DATE: _____ SIGNATURE: _____
(Principal)

DATE: _____ SIGNATURE: _____
(Superintendent)

APPENDIX B

APPLICATION
LEAVE WITH SALARY HOLDBACK

I have read and understand the terms and conditions of The Victoria County Board of Education's Leave with Salary Holdback Plan and wish to apply for entry to the Plan on the following basis:

ENROLMENT: September 1, _____

YEAR OF LEAVE: September 1, _____ to August 31, _____

FINANCIAL ARRANGEMENTS: I would like to have _____ years' salary spread over _____ years.

Date

Applicant's Signature

Witness

APPENDIX C

LEAVE WITH SALARY HOLDBACK AGREEMENT

THIS AGREEMENT, MADE IN **DUPLICATE** THIS ____ DAY OF _____, 19__

BETWEEN

THE VICTORIA COUNTY BOARD OF EDUCATION

(hereinafter called the "Board")

AND

OF THE _____ OF _____, IN THE **COUNTY** OF VICTORIA

(hereinafter called the "Teacher")

1. This Agreement is entered by the Teacher and the Board **to** implement the Leave with Salary Holdback provisions (which provisions are hereinafter called the "Plan").
2. This Agreement shall, unless terminated **as** specified in **this** Agreement or by subsequent mutual agreement, apply to the school years commencing the ____ day of _____, 19__ and ending the ____ day of _____, 19__ (which school years shall be collectively referred to **as** "the term of this Agreement").
3. The Teacher authorizes the Board to withhold and the Board agrees **to** withhold the following **amounts** from the Teacher's **salary** for the following school years (which **salary** held back from time to time will **be** collectively referred to **as** the "salary holdback"):
 - a) ____ % of each payment for the school year commencing the ____ day of _____, 19__
 - b) ____ % of each payment for the school **year** commencing the ____ **day** of _____, 19__
 - c) ____ % of each payment for **the** school year commencing the ____ day of _____, 19__
 - d) ____ % of each payment for **the** school year commencing the ____ day of _____, 19__
 - e) ____ % of each payment for the school year commencing the ____ **day** of _____, 19__
 - f) ____ % of each payment for the school **year** commencing the ____ **day** of _____, 19__

4. The Teacher and the Board agree that the salary holdback shall be invested and administered according to section 6 (vii) of the Plan.
5. The salary holdback shall be paid to the Teacher by the Fund Trustees during the school year commencing the ____ day of _____, 19____ and ending the ____ day of _____, 19____ (hereinafter called the "year of leave") in ____ payment(s) payable on the ____ day of _____, 19____ and on the ____ day of each month thereafter or **as** follows:

6. The Board shall maintain the normal benefit package during the year of leave, but the teacher waives the Board contribution in Article 8 of the Collective Agreement between the Affiliates and the Board.

Teachers' Pension Plan contributions shall be paid in accordance with the Teachers' Pension Act and based on the Revenue Canada ruling concerning income for each year of the Plan.

8. The Teacher may withdraw ~~from~~ the Plan and request termination of the Agreement at **any** time prior **to** the first of May of the school year preceding the year of leave or at any time by **mutual** agreement between the Teacher and **the** Board. Upon withdrawal, the **salary** holdback, plus all accrued interest, shall be paid to the Teacher within sixty (60) days of receipt of the Board of notification of withdrawal **and** termination.
9. If the Teacher leaves the employ of the Board prior to **taking** the year of leave then the salary holdback plus any accrued interest shall be paid to the Teacher **within** sixty (60) days of the termination of the Teacher's employment **and** ~~this Agreement shall be terminated~~ at the time of payment.
10. If the Teacher should die during **the term** of **this** Agreement then the **remaining** salary holdback, if any, **plus any accrued** interest shall be paid within sixty (60) days of **the** date of death of **the** Teacher to the Teacher's estate and this Agreement shall terminate at the date of such payment.
11. Following the leave of absence, ~~the~~ Participant must return to employment with the Board for **a** period of time not less **than the** duration of the leave.

12. If the Teacher is declared redundant pursuant to the Collective Agreement then the Teacher shall be deemed to have withdrawn from the Plan on the effective date of the redundancy and payment shall be made in accordance with Clause 6 (xi) of the Plan,
13. During the year of leave, no sick leave shall accumulate **to** or be utilized by the Teacher,
14. The year of leave shall be considered a years' service with the Board for seniority purposes only.
15. On returning from leave, the Teacher will be assigned to the same position (including position of responsibility) or, if due **to** a declining enrolment or changing enrolment patterns, such position no longer exists, the Teacher will be assigned to a comparable position.

OR

The Teacher **and** the Board agree that on returning from leave the Teacher will be assigned **to the** following position:

IN **WITNESS WHEREOF**, the **Parties** hereto execute **this** Agreement or have caused this Agreement to be signed and **the** respective names by the respective representatives thereunto duly authorized.

THE VICTORIA COUNTY BOARD OF EDUCATION

Chairperson

Secretary

Teacher

APPLICATION

Teacher Transfer

Teacher's Name: _____

Present **School:** _____

Current Teaching Assignment:

- Classroom Teacher Pr.Div. Jr.Div. Int.Div.
- FSL Core Immersion
- Librarian**
- Resource Teacher
- Other (specify) _____

Desired Teaching Assignment: (as of Sept. 1st of **next** school year)

- Classroom Teacher Pr.Div. Jr.Div. Int.Div.
- FSL Core Immersion
- Librarian
- Resource Teacher
- Other (specify) _____

School Locations Desired _____

Date

Signature

N.B. **This** form should be forwarded to your current Superintendent of Schools by March 21st.

Superintendents, in consultation with Principals will endeavour to accommodate your request.

You and your Branch Affiliate President will be advised of your new assignment when it **has** been arranged.

If arrangements cannot be made by April 30th you will be notified **that** your request cannot be accommodated.

APPENDIX E

GUIDELINES FOR THE ELEMENTARY PRINCIPAL AND VICE-PRINCIPAL HIRING POOL

The Victoria County Board of Education solicits applications as needed from internal candidates who are interested in progressing to a position of Principal or Vice-Principal through a job posting process.

All qualified applicants are interviewed and a number are chosen and placed in a 'Pool'.

Vacancies which arise during the course of the next school year are filled by drawing **from** the pool of candidates.

The following considerations are used as guidelines when filling a vacancy from the pool.

1. What strengths already exist at the school where the vacancy exists?
2. Which of the candidates in the pool provide a match of skills and personal qualities required in the specific position?
3. Which of the candidates has strengths which compliment those strengths that already exist at the school?
4. What is the length of time **the** candidate **has** been in the pool?

The number of candidates placed in the pool annually would usually be based on the number of vacancies expected to be available during the next school year.

Persons who remain in the pool at the end of **the** period will automatically be placed in the pool for the next school year and will not be expected **to** re-apply and re-interview unless the individuals feel it is to their advantage to do **so**.

When a temporary **vacancy occurs** at a school the decision regarding the appointment to the position will take into account the need to minimize disruption to the instructional program while, at the **same** time, meeting the individual's opportunities for professional growth.

Posting will normally occur in the late spring with interviews to be conducted and placements in the pool announced before the end of **the** school **year**.

APPENDIX F

The Victoria County Board of Education Policy 170 Titled: Violence-Free School Policy is attached to **this** collective agreement for information of the members and does not form part of the collective agreement.



THE VICTORIA COUNTY BOARD OF EDUCATION

POLICY 170

VIOLENCE-FREE SCHOOL POLICY

The Victoria County Board of Education expects that maintaining and promoting a safe school environment will be the responsibility of all **staff and** students in partnership **with** parents and community at large.

The Victoria **County** Board of Education requires that senior administrative **staff** support the schools in **this** endeavour by engaging in **the** following activities:

- providing in-service training;
- developing **common guidelines** and procedures;
- regularly reviewing policies **and** procedures on a system **basis**.

The Victoria County Board of Education believes that violence prevention **must** be **incorporated** into all aspects of the curriculum for **students from JK** to the end of **secondary school**. The Board **requires** that all schools submit **an annual** report on violence prevention activities through **the Safe Schools Committee**.

The Victoria County **Board** of Education requires that all schools **develop**, publish, and regularly **update a Code** of Behaviour according to the guidelines detailed in Numbered Memorandum **#157 - Safe Schools: Code of Behaviour**.

The Victoria County Board of **Education** requires that **each** school establish a **Safe School Committee** to advise **the principal on matters pertaining to** the implementation of Safe School policies **and procedures and to** conduct an **annual** audit to ensure a **safe school** environment. Membership should reflect **all those partners who contribute to** maintaining **safe schools**.

The Victoria **County** Board of **Education** expects that students **will** be directly involved in the development **and** implementation of safe schools **procedures**.

The Victoria **County** Board of Education shall provide **opportunities** for **all staff** to acquire the **knowledge, skills and values** necessary to develop **and maintain** a violence-free school environment.

The Victoria County **Board** of **Education** require8 that **staff recognize the** rights of victims of violent incidents **and** provide appropriate support.

Policy 170 continued.....

The Victoria County Board of Education will include in its early identification practices, strategies for identifying and supporting children at **risk** of being bullies and/or victims,

The Victoria County **Board** of Education will provide alternative programs and opportunities within available resources for students at **risk** of being involved in and/or directly involved in violent incidents.

The Victoria County **Board** of Education requires that all violent incidents be reported to the police according to **the** guidelines detailed in Numbered Memorandum #158 - Violence-Free Schools: Procedures for Dealing with Violent Incidents.

August, 1995

APPENDIX G

LETTER OF UNDERSTANDING

The Victoria County Board of Education, The Victoria County Women Teachers' Association and the Ontario Public School Teachers' Federation - Victoria District agree to jointly participate in a **study** of the role of the Teacher Librarian and the level of staffing based on school **size** and composition.

The Committee will be composed of:

- Four (4) representatives of the Elementary School Teachers, two (2) of **whom** will be from the Teacher Librarian Association
- Two (2) trustees
- Superintendent of Schools/Programs
- Superintendent of Business
- Resource personnel **as** needed

The committee shall meet in September at the call of the Superintendent of Schools/Programs.

A report will be written by the Superintendent of Schools/Programs and **made** available to the Board, V.C.W.T.A. and O.P.S.T.F. - Victoria District by December 1st, 1997.

Dated at Lindsay, Ontario this 21st day of **May, 1997**

For: The Victoria County Board
of Education

Maureen Sturges

For: The Victoria County Women
Teachers' Association

Grace Sturges

For: The Ontario Public School Teachers'
Federation - Victoria District

J. M. [Signature]

LETTER OF UNDERSTANDING

between

VICTORIA COUNTY BOARD OF EDUCATION

and

VICTORIA COUNTY WOMEN TEACHERS' ASSOCIATION

and

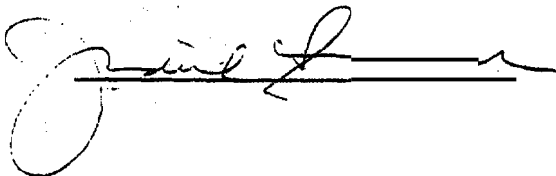
ONTARIO PUBLIC SCHOOL TEACHERS' FEDERATION
VICTORIA DISTRICT

Re: Cumulative Sick Leave (Clause 9.01)

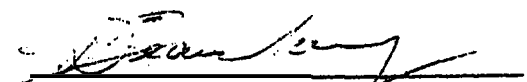
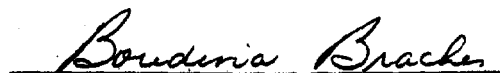
In view of the **stated** intention of the Minister of Education and Training to remove **from** the Education Act references to cumulative **sick** leave as contemplated in Clause 9.01 the parties agree to **maintain** the **plans** in effect on the **date** of ratification of this agreement for the effective duration of this collective agreement or until **superseded by a new** collective agreement.

Dated at Lindsay, Ontario this 21st day of May, 1997.

For **The** Victoria County Board
of Education



For The Victoria County Women
Teachers' Association



For The Ontario Public School Teachers'
Federation, Victoria District

EMPLOYMENT STANDARDS ACT

R.S.O. 1990, c. E.14

Amended 1991, Vol. 2, c. 5, ss. 13 to 17; proclaimed in force
March 1, 1992

Amended 1991, Vol. 2, c. 16; ss. 1 to 5 and 7 to 18 proclaimed
in force October 18, 1991; s. 6 proclaimed in force January 20, 1992;
s. 19 proclaimed in force February 10, 1992

Amended 1991, Vol. 2, c. 43, s. 2; proclaimed in force
December 1, 1991

Amended 1992, c. 21, ss. 58 to 61; proclaimed in force
January 1, 1993

Amended 1993, c. 27, Sch.; **deemed** in force December 31, 1991

Amended 1993, c. 38, s. 64 proclaimed in force February 14, 1994

Amended 1994, c. 27, ss. 57 and 119; s. 119 in force December 9, 1994;
s. 57 proclaimed in force April 1, 1995

Amended 1995, c. 1, ss. 71 to 79; in force November 10, 1995, except:
s. 74(1), (3) and (4) and ss. 75 to 79 deemed in force September 7, 1995;
ss. 71 to 73 deemed in force October 31, 1995

Amended 1996, c. 23; proclaimed in force December 1, 1996

Amended 1996, c. 34, ss. 3-6; in force December 19, 1996

PART XI PREGNANCY AND PARENTAL LEAVE

34. Definitions. — In this Part,

“parent” includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own; (“parent”)

“parental leave” means a leave of absence under subsection 38(1); (“congé parental”)

“pregnancy leave” means a leave of absence under subsection 35(1). (“congé de maternité”) 1990, c. 26, s. 2, *part.*

35. (1) Pregnancy leave.—A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.

(2) When leave may begin.—An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.

(3) Notice.—The employee must give the employer:

(a) at least two weeks written notice of the date the leave is to begin; and

(b) a certificate from a legally qualified medical practitioner stating the expected birth date. 1990, c. 26, s. 2, *part.*

36. (1) Special circumstances.—Subsection 35(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy

PART XI — PREGNANCY AND PARENTAL LEAVE

or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.

(2) Notice in special circumstances. — An employee described in subsection (1) must, within two weeks of stopping work, give the employer,

- (a) written notice of the date the pregnancy leave began or is to begin; and
- (b) a certificate from a legally qualified medical practitioner that,
 - (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
 - (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth. 1990, c. 26, s. 2, part.

37. (1) End of pregnancy leave if parental leave available. — The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.

(2) End of pregnancy leave if parental leave not available. — The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth or miscarriage.

(3) End of pregnancy leave on employee's notice. — The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. 1990, c. 26, s. 2, part.

38. (1) Parental leave. — An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,

- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.

(2) Restriction on when leave may begin. — Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.

(3) When mother's parental leave may begin. — The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.

(4) Notice. — The employee must give the employer at least two weeks written notice of the date the leave is to begin. 1990, c. 26, s. 2, part.

39. (1) Special circumstances. — Subsection 38(4) does not apply in the case of an employee who is the parent of a child and who stops working because the child

comes into the custody, care and control of a parent for the first time sooner than expected.

(2) When leave in special circumstances, begins.—The parental leave of an employee described in subsection (1) begins on the day the employee stops working.

(3) Notice.—An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. 1990, c. 26, s. 2, *part*.

40. End of parental leave.—Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. 1990, c. 26, s. 2, *part*.

41. (1) Change of notice to begin leave.—An employee who has given notice to begin pregnancy leave or parental leave may change the notice,

- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

(2) Change of notice to end leave.—An employee who has given notice to end leave may change the notice,

- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end. 1990, c. 26, s. 2, *part*.

42. (1) Rights during leave.—During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.

(2) Benefit plans.—For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.

(3) Employer contributions.—During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any. 1990, c. 26, s. 2, *part*.

(4) Length of employment.—The period of an employee's pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.

(5) Exception.—The period of an employee's pregnancy leave or parental leave is not included when determining whether the employee has completed any probationary period of employment. 1996, c. 23, s. 10.

43. (1) Reinstatement. — The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.

(2) Reinstatement where employer's operations have been suspended, etc.—If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.

(3) Wages.—The employer shall pay a reinstated employee wages that are at least equal to the greater of,

- (a) the wages the employee was most recently paid by the employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave. 1990, c. 26, s. 2, part.

44. No discipline, etc., because of leave.—An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. 1990, c. 26, s. 2, part,

45. Employment standards officer may make order.—Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. R.S.O. 1980, c. 137, s. 39.

APPENDIX J

DATES AND DEADLINES AT A GLANCE

September 30	Early Retirement Incentive Plan	9:07	submit applications to Director for Dec. 31 separation
September 30	Cumulative Sick Leave	9:01	deadline for receipt of sick leave statement
October 1	Sabbatical Leave	9:02	applications due to Affiliate for leave in January
November	Sabbatical Leave	9:02	Branch Affiliates forward applications to Director for Jan. leave
November 5	Voluntary Teacher Transfer	13:01	deadline for initiating teacher transfer or promotion for implementation February 1
November 30	Resignation/Retirement		Resignations due for December 31
November 30	Seniority Placement	12:01	deadline for receipt of personal seniority statement
January 31	Leave with Salary Holdback Plan	9:02 (d)	submit applications to Secretary of Board
January 31	Teacher Exchange	16:01 (a)-(j)	submit application for teacher exchange between Branch Affiliates to Director and Branch Affiliate
January 31	Full-Time to Part-Time Leave/Assignment; Return to Full-Time	9:04	submit request to Principal/Director & Branch Affiliate
March 1	Full-Time to Part-Time Leave/Assignment; Return to Full-Time	9:04	notification of Board decision
March 15	Early Retirement Incentive Plan	9:07	submit applications to Director for June 30 separation
March 15	Teacher Leave	9:02(d) 9:03(e)	teachers on leave must notify Board of intent to return to teaching duties in September of same calendar year

March 21	Teacher Transfer - Appendix D		apply to appropriate Superintendent to request transfer for September of next year
April 1	Leave with Salary Holdback Plan	9:02(d)	approval or denial notification
April 1	Sabbatical Leave	9:02(c)	applications due to Affiliate for leave in September
April 15	Reduction of Staff	13:0	deadline for notifying schools of a reduction of staff members due to declining enrolment
April 15	Probationary Teacher Redundancy	12:0	deadline for declaration of probationary teacher redundancy
April 30	Voluntary Teacher Transfer	ref: 3:03	notification of disposition of request for transfer
May 1	Sabbatical Leave	9:02(c)	Branch Affiliates forward applications to Director for Sept. leave
May 1	Vacancy Posting	13:02	posting of vacancies regarding retirements and resignations if notified prior to May 1
May 1	Involuntary Transfer Redundant Staff	2:01	last date for involuntary transfer of redundant staff
May 1	Permanent Contract Teacher Redundancy	2:01	deadline for declaration of permanent contract teacher redundancy
May 24	Teacher Transfer and Promotion	13:01	deadline for initiating Sept. 1 transfers or promotions
May 31	Resignations/Retirements		Resignations due August 31

This outline is supplied for **the** convenience of the reader. It is subject to the terms of the Collective Agreement and the reader should refer to the specific article of the Agreement for the official text.

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