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|-------------------|----------|----|----|
| SOURCE | Sch. Bd. | | |
| FY. | 98 | 09 | 01 |
| TERM. | 2000 | 08 | 31 |
| No. Of EMPLOYEES | 530 | | |
| FORM RE EMPLOYEES | DH | | |

Collective Agreement

between

The Elementary Teachers' Federation of Ontario
(hereinafter called the "ETFO" or "Union")

Representing

The Elementary Teachers
of District 4 of the Elementary Teachers' Federation of Ontario
Employed by the Board
(hereinafter called, the "Bargaining Unit")

and

The Near North District School Board
(hereinafter called the "Employer" or "Board")

September 1, 1998

to

August 31, 2000

MAR 25 1999

11196(01)

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ARTICLE #1 PURPOSE

- 1.01 The purpose of this Agreement is to establish the terms and conditions of employment of all members of the Bargaining Unit employed by the Board, including salaries, employee benefits, working conditions and other matters, and to establish an expeditious procedure for the resolution of grievances, which may arise.
- 1.02 Except for errors, inadvertence or omission, this Collective Agreement shall form the basis for computing all salaries and other conditions.

ARTICLE #2 MANAGEMENT RIGHTS

- 2.01 The Board retains those management rights not limited by this Collective Agreement.

ARTICLE #3 DELEGATION OF RESPONSIBILITY

- 3.01 The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her designate".
- 3.02 All correspondence and communications between the parties arising out of this Collective Agreement shall pass to and from the Director or designate, and to and from the President of the Bargaining Unit or designate.

ARTICLE #4 RECOGNITION

- 4.01 The employer being the Near North District School Board (hereinafter referred to as "the Board," recognizes the Elementary Teacher's Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.
- 4.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 4.03 Words importing the singular number shall include the plural and vice versa, and words importing gender shall include the other gender.

ARTICLE #5 DURATION AND AMENDMENT OF THE COLLECTIVE AGREEMENT

- 5.01 This Agreement, shall be in effect from September 1, 1998 and shall continue in force up to and including August 31, 2000 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

- 5.01.01 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either party may notify the other within the period of 180 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications of this Collective Agreement.
- 5.01.2 The parties agree that neither party will apply for a conciliator prior to May 1 st, except by mutual Agreement.
- 5.02 If either party gives notice of its desire to negotiate amendments in accordance with 5.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.
- 5.03 No change can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 5.04 There shall be no strike or lockout during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act.

ARTICLE #6 CATEGORY SYSTEM AND CERTIFICATION

- 6.01 Each teacher's category classification on the salary grid shall be determined by the application of the QECO IV Certification Chart in effect September 1, 1997, or at the option of the teacher under previous category classification.
- 6.02 Changes in Category shall be made only after receipt of a Certification Statement issued by the QECO Certification Board. It is the responsibility of the teacher to present to the Manager of Human Resources the Certification Statement.
- 6.03 As a condition of employment, new teachers engaged by the Board shall submit a QECO certification rating statement to the Manager of Human Resources. Until the statement is received, new teachers shall be placed on the salary grid at Category A1. Retroactive pay shall be limited to one calendar year.
- 6.04 Any changes in category shall be made effective as follows:
 - 6.04.01 A salary change due to change in category will be made effective as of September 1 of the same year, provided that the Manager of Human Resources has been notified in writing of the impending change prior to December 31, and that the Certification Statement has been received by the Manager of Human Resources prior to June 30 of the current school year. In no case will retroactivity be applied prior to September 1 of that same school year.
 - 6.04.02 A salary change due to change in category will be made effective January following, if notification has not been received prior to December 31, and provided that the Manager of Human Resources has been notified in writing of the impending change prior to April 30 and that the Certification Statement has been received by the Manager. of Human Resources prior to. October 31 of the ensuing school year. In no case will retro-activity be applied prior to January 1 of the calendar year.
 - 6.04.03 If unusual delays in the receipt of the Certification Statements occur which are beyond the control of the teacher and if the teacher informs the Manager of Human Resources in writing of the delay, then retroactivity as stated in 6.04.01 and 6.04.02 will be applied in a fair and reasonable manner subject to 6.05.

- 6.05 Changes in salary, including any appropriate retroactive payment, will be made within two months by the Manager of Human Resources upon receipt of the Certification Statement to verify the change in category.

ARTICLE #7 CATEGORY SYSTEM AND EXPERIENCE

- 7.01 Teachers shall be paid in Category AI 0 until such time as they provide proof of a different category classification and experience.
- 7.02 Teachers with less than a full-time assignment shall be paid pro rata based on their assignment percentage.
- 7.03 Where a teacher is employed to work only part of the school year, the teacher shall be paid a salary in proportion that the number of days which the teacher is employed to work bears to the total number of school days in the school year.
- 7.04 The following shall apply for the purpose of determining the annual salary appropriate to a teacher's teaching experience.
- 7.04.01 Credit shall be given for a full-time, part-time teaching experience in elementary or secondary schools.
- 7.04.02 Teaching experience, including long term occasional teaching experience, for a full-time assignment for a full school year shall be recognized as one full year credit.
- 7.04.03 Teaching experience for less than a full-time assignment and/or less than a full school year including long-term occasional teaching experience, shall be recognized as follows:
- 7.04.03.1 0.5 Assignment or more, or half school year or more: one full year credit.
- 7.04.03.2 Less than 0.5 assignment shall accumulate until reaching 0.5, then a full year credit shall be granted.
- 7.04.04 No teacher employed by the Near North District School Board on June 30, 1998 shall suffer a reduction in grid placement or allowances as a result of wording in this article which may conflict with the grid placement received under the Collective Agreement of their predecessor Boards.

7.05 RELATED EXPERIENCE

Each year of related experience will be recognized for grid placement on the basis of the following:

- 7.05.01 Other experience - years of teaching at a university or community college.
- 7.05.02 The years of related experience to be counted shall be those in excess of requirements for entrance to Ontario Faculties of Education.
- 7.05.03 Documentary or documented evidence must be submitted with all applications for related experience allowances.

ARTICLE #8 SALARY

- 8.01 Effective September 1, 1998, teachers shall be paid according to the salary grid of their predecessor boards.
- 8.02 Effective January 1, 1999 all years, of teaching experience as defined in this Agreement shall be recognized for the purpose of category placement.
- 8.03 As of September 1, 1999 all teachers shall be paid according to the following salary grid

CATEGORIES

| <u>Years of teaching</u> | <u>A</u> | <u>A I</u> | <u>A2</u> | <u>A3</u> | <u>A4</u> |
|--------------------------|----------|------------|-----------|-----------|-----------|
| 0 | 30,295 | 32,275 | 33,509 | 36,833 | 38,435 |
| 1 | 32,993 | 33,989 | 35,378 | 39,035 | 40,818 |
| 2 | 34,342 | 35,703 | 37,247 | 41,237 | 43,201 |
| 3 | 35,868 | 37,417 | 39,116 | 43,439 | 45,584 |
| 4 | 37,394 | 39,131 | 40,985 | 45,641 | 47,967 |
| 5 | 38,791 | 40,845 | 42,854 | 47,843 | 50,350 |
| 6 | 40,461 | 42,559 | 44,723 | 50,045 | 52,733 |
| 7 | 42,115 | 44,273 | 46,592 | 52,247 | 55,116 |
| 8 | 43,785 | 45,987 | 48,461 | 54,449 | 57,499 |
| 9 | 45,776 | 47,701 | 50,330 | 56,651 | 59,882 |
| 10 | 47,928 | 49,713 | 52,292 | 58,853 | 62,265 |
| 11 | 48,453 | 51,865 | 54,407 | 61,055 | 64,648 |
| 12 | 49,563 | 53,973 | 56,529 | 63,256 | 67,028 |
| 13 | 52,844 | | | | |

- 8.02 As of Jan 1, 1999, no Teacher shall be newly employed at a salary higher than that being paid to any member of incumbent staff having the same or equal qualifications, experience, and responsibility.
- 8.03 An allowance of \$800.00 shall be paid for either but not both, a Ph.D. or a Masters Degree from a recognized University, except where one or more courses of such a Degree have been used in the determination of the Teacher's category. This allowance shall be in addition to the maximum salary under the terms of this Agreement.

Allowances for Additional Responsibility

- 8.06 A Teacher assigned the added responsibility of a consultant or coordinator shall be paid, in addition to the salary appropriate to the Teacher's teaching experience, related experience and qualifications, an allowance for additional responsibility as follows:

Consultant s 5537
Coordinator S 5711

ARTICLE #9 METHOD OF PAY

- 9.01 The Board will pay the teacher by direct deposit to the teacher's account in a local bank, trust company or credit union on or before the dates stipulated below. A statement of salary, allowances and deductions shall be provided to the teachers on the same date.

9.01.01

| <u>Date of Pay</u> | <u>Percentage of Annual Salary</u> |
|-----------------------------------|------------------------------------|
| September - First Teaching Friday | 4% |
| September 15 | 4% |
| September 30 | 4% |
| October 15 | 4% |
| October 31 | 4% |
| November 15 | 4% |
| November 30 | 4% |
| December - First Teaching Friday | 4% |
| December 15 | 4% |
| December - Last Teaching day. | 4% |
| January - First Teaching Friday | 4% |
| January 15 | 4% |
| January 31 | 4% |
| February 15 | 4% |
| February 28 | 4% |
| March 15 | 4% |
| March 31 | 4% |
| April 15 | 4% |
| April 30 | 4% |
| May 15 | 4% |
| M a y 31 | 4% |
| June - First Teaching Friday | 4% |
| June 15 | 4% |
| June - Last Teaching day | 8% |

- 9.02 A minimum of forty (40) percent of a teacher's salary shall be paid by December 31 in any school year. The remaining sixty (60) percent of a teacher's salary shall be paid by June 30.
- 9.03 Employee benefits shall be deducted from each pay. Statutory deductions shall be deducted in accordance with Revenue Canada requirements.
- 9.04 By December 31, each teacher will have paid 40% of the yearly deductions for such items as Group Life Insurance, Federation Fees, etc.
- 9.05 Where a payday falls on a Saturday, Sunday or holiday, salaries shall be paid on the business day immediately preceding.
- 9.06 On or before October 1, the Board shall provide a written statement to each teacher setting forth the following:
- a) credit for teaching experience
 - b) category classification
 - c) salary and allowances
 - d) benefit plan contributions
 - e) accumulated sick leave credits
 - f) deductions
- 9.07 Teacher's who leave the Board's employ shall be paid any salary owing up to the last school day worked.
- 9.08 Where a teacher works only part of the school year, the teacher shall be paid a salary in proportion that the number of school days, which the employee works, bears to the total number of school days in the school year.

- 9.09 A committee will be established to look at the issue of year round pay. The Union will appoint three (3) representatives and the Board will appoint three (3) representatives to this committee. The committee will make a report to each party by April 1, 1999.

ARTICLE #10 FEDERATION LEAVE AND FEES

- 10.01 On each pay date on which an employee is paid the Board shall deduct from each employee the ETFO dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by ETFO and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.
- 10.02 The ETFO dues deducted in 10.01 shall be remitted to the Treasurer of ETFO at 1260 Bay Street, Toronto, Ontario M5R 2B8 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.
- 10.03 Dues specified by the Bargaining Unit in 10.01, if any, shall be deducted and remitted to the Treasurer of ETFO District 4 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted. The Board shall, where available, provide the information in electronic form.
- 10.04 ETFO and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Bargaining Unit.
- 10.05 At the request of the Union, the Board shall grant full-time/part-time release time to the persons named by the Union.
- 10.06 The persons named pursuant to 10.05, shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave, as if working at their normal assignment. As of September 1, 1999 the Union will reimburse the Board at a rate of minimum category A2 plus employee and employer share portion of statutory benefits. Until September 1, 1999 the Union will pay the salary and benefits based on the persons' actual experience and qualifications as outlined in Article 8.
- 10.07 In addition to the person's release in Article 10.05, the Board may grant further release time from teaching duties for additional members of the Union. As of September 1, 1999 the Union shall reimburse the Board for its actual costs of the teacher released. Until September 1, 1999 the Union will reimburse the Board only for the daily supply teacher costs incurred due to the release of the person's requested under this Article.
- 10.08 The name of the persons named pursuant to Article 10.06 shall be forwarded to the Director of Education by June 30.
- 10.09 A teacher returning from a Union leave has the right to be reassigned to the same school and same position as prior to going on leave, subject to the lay-off procedures in Article 14.
- 10.10 The Board shall grant a leave of absence to a teacher who holds an office requiring full-time

duty at the provincial level, provided that the Union reimburses the Board for the full cost of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority during the period of leave.

ARTICLE #11 EMPLOYEE BENEFITS ,

11.00 The Board shall maintain the existing benefit coverage for Union members subject to the following:

- a) The existing LTD plans for the three predecessor boards will be replaced by a plan selected by and fully paid for by the teachers within 30 days of the ratification of this Agreement. After 60 continuous days of absence the teacher will be required to apply for, and if approved, to receive LTD benefits beginning on the 61st day of disability.
- b) For all other employee benefits, the Board shall pay 100% for the existing plans subject to c) and i) below.
- c) The committee, which has already met to discuss employee benefits, will continue the development of the benefit plan, which will be tendered as soon as possible, subject to i) below.
- d) As a condition of employment, all teachers employed by the Board shall be enrolled in the prevailing benefit plan including LTD. Teachers in their last year, prior to retirement, may withdraw from participation in the LTD plan.
- e) The Board agrees, to deduct at source, any required premium payments incurred by the teachers.
- f) The Board shall administer the employee benefits plans outlined herein.
- g) The Board shall provide, to each member, an employee booklet describing the benefits available to all members of the Bargaining Unit.
- h) The Bargaining Unit shall be supplied with a copy of updated master contracts between the Board and the insuring companies
- i) The total amount allocated by the Board to cover the cost of extended health care, dental plan and life insurance shall be set at \$2,000.00 per employee per year.

11.01 Employee Benefits for Retired Teachers

- 11.01.01 A Teacher who retires from the Board prior to age 65 may retain membership in any group benefit plans to which he/she belongs at the time of retirement until he/she attains the age of 65
- 11.01.02 The retired Teacher shall pay full premium costs to maintain his/her participation and coverage in these plans.
- 11.01.03 Retired Teachers shall be placed in a separate pool. Their costs will be based upon claim experience for this group. There shall be no increase in costs to the Board or it's employees.

11.02 Benefits for Surviving Spouse/Dependants

- 11.02.01 The surviving spouse and/or dependants of an employee shall be entitled to continue individual and/or family coverage of the benefits set out in Article 11 for a period of one year. . It is understood that "spouse" also includes common law unions, whether the partners are of the same or opposite sex.
- 11.02.02 The employer shall continue to contribute 100% of the premium costs for each of the benefits selected by an employee's surviving spouse and/or dependants in accordance with Article 11.02.1
- 11.02.03 Coverage extended to surviving spouses and dependants under Article 11 will be subject to the terms and conditions of the respective insurance plan carriers.

Long Term Disability Plan

- 11.03 Long term disability benefits shall be provided for the life of the contract based on 100% of salary.
 - 11.03.01 LTD premiums are paid by Union members through payroll deductions.
 - 11.03.02 A teacher absent from work and receiving LTD benefits maintains his/her employment with the Board and the period of absence is an authorized LTD leave of absence. During this period, the teacher continues to accrue seniority.
 - 11.03.03 There shall be no discrimination in the payment of LTD benefits or any other benefits on the basis of whether a disability is related to pregnancy or not.
 - 11.03.04 The Board shall provide the benefits in Article 11 for teachers who are in receipt of long-term disability benefits.

Participation During Lay-Off

- 11.04 A Teacher who is laid-off under Article 14 may continue to participate in one or more of the benefit plans, until the right to recall expires, provided the Teacher pays the total cost of such plans.

Part Time

- 11.05 Benefits for Teachers who teach less than .5 will be prorated. Full benefits are available for teachers who teach .5 or more.

Leave of Absence

- 11.06 A Teacher who has been granted an unpaid leave under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans provided the teacher pays the full premium cost.

Not Cause for Termination

- 11.07 The Board shall not terminate the employment of any teacher because the teacher is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

ARTICLE #12 POSTING OF VACANCIES

12.01 Definition of Vacancy

It is the Board's responsibility to determine the location of a teaching vacancy.

12.02 Any vacancy resulting from transfer, death, resignation, secondment, leaves, creation of a new position, or any other reason, shall be posted internally.

12.02.01 Internal posting shall be in all educational workplaces within the jurisdiction of the Board.

12.02.02 Internal applicants shall mean members of the Bargaining Unit including teachers on the recall list.

12.02.03 All vacancies shall be posted at least ten (10) school days before the vacancy is to be filled. Concurrently a copy shall be sent to the President of the Bargaining Unit and to each teacher, at the teacher's last known address, who is entitled to recall under this Collective Agreement.

12.03 Should the Board create a new position to be filled by a teacher who would come under this Collective Agreement, the Parties shall negotiate and reach an Agreement on the annual salary and the allowances affecting the filling of the positions before an appointment is made. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.

12.04 Posting of Positions

The Board shall post in every school a notice of every new position and every vacancy at least ten (10) school days before the position or vacancy is to be filled. Concurrently a copy of such notice shall be sent to the Union and to the teacher who is entitled to recall under this Collective Agreement. Such notice shall be sent to the teacher's last known address,

12.04.1 No teaching position shall be advertised and/or filled externally until:

12.04.1.1 All full-time teachers employed by the Board who qualify have been offered that position;

12.04.1.2 All part-time teachers employed by the Board who qualify and who have requested a full-time position have been offered that position; and

12.04.1.3 All redundant teachers employed by the Board who qualify have been offered that position.

12.05 All postings shall include the title of that position, requisite experience if any, qualifications and effective date.

ARTICLE #13 WORKING CONDITIONS

13.01 A multigrade class composed of more than two (2) distinct grades shall be reviewed by the School Administration and the District Staffing Committee for possible alternative school organization.

- 13.02 By September 30th of each school year the Board shall provide the Union with its data on class size, number of FTE students, staff and the number of exceptional students integrated into each class.
- 13.03 The maximum length of the school year shall be the minimum number of school days as prescribed by the applicable Education Act Regulation.
- 13.04 As of September 1, 1998 the Board shall honour the planning and preparation times in the Collective Agreements of the predecessor boards.
- 13.05 As of September 1, 1999 the Board shall ensure that each full-time Teacher is assigned no more than 1360 (one thousand three hundred sixty) minutes in each period of 5 instructional days during the year.
- Part-time Teachers shall have their instruction to pupil time pro-rated.
- 13.06 Exclusive of morning and afternoon recesses and lunch period, each Teacher shall be free from supervisory, teaching or other duties within the scheduled working day and within each period of 5 (five) instructional days for at least 140 minutes.
- 13:07 Part-time Teachers shall have the time referred to in 13:06 pro-rated.
- 13.08 A teacher who has duties at two (2) or more locations on the same day shall be provided with time to travel between the locations.
- 13.09 Each teacher shall be entitled each day to an uninterrupted period of not less than forty minutes for lunch free from supervisory, teaching, or other duties during the scheduled school day. (This does not prevent teachers from engaging in voluntary extra-curricular activities.)

ARTICLE #14 LAY-OFF AND RECALL

Notice of Possible Lay-Off

- 14.01 On or before April 15 of each school year, the Board shall issue a notice in writing to the Union as to whether the total number of teachers employed exceeds the total number of teachers required for the ensuing school year as determined by the staffing levels agreed upon by the Parties.
- 14.02 Whenever the Board issues such a notice, and the total number of teachers employed exceeds the total number required, then the notice, a copy of which shall be given to the President of the Union, shall include the name of every teacher who may be laid off.

Order of Lay-Off

- 14.03 Teachers shall be laid off in reverse order of seniority. For clarity, lay-off may be full or partial.

Individual Notice

- 14.04 On or before May 31, every teacher who may be laid off shall be given written notice stating the effective date and the reason therefore. Such notice shall be given at least one school day in advance of the posting of the list.
- 14.05 A teacher who is laid off in accordance with the terms of this Agreement and who is teaching a

specialized function which requires a certificate as required by the Ministry of Education and Training, shall be informed that his/her position shall be posted as vacant. If the position is not filled by any other teacher on the elementary staff of the Board who is or can become qualified to perform the required duties and discharge the responsibilities of the teaching position by September 1, then that teacher shall not be declared redundant.

- 14.06 A teacher laid off by the Board and one for whom no position is available by May 31 of any given year shall be deemed as a competent and qualified Teacher who would be acceptable on any elementary staff and shall receive an appropriate letter to this effect signed by the Director or designate. This letter shall also include a statement that termination of the contract was due to being laid off.

Severance Allowance

- 14.07 On August 31, an unaccommodated laid off Teacher may choose to accept a severance allowance based on seniority with the Board and on the Teacher's salary at the time of accepting the allowance, as follows:

| <u>Years of Service</u> | <u>Severance % of Salary</u> |
|-------------------------|------------------------------|
| less than one year | 5% of actual money earned |
| 1 | 5% |
| 2 | 10% |
| 3 | 15% |
| 4 | 20% |
| 5 | 25% |
| 6 | 30% |
| 7 | 35% |
| 8 | 40% |
| 9 and over | 45% maximum |

Salary used for this calculation shall be the salary at the time of accepting the allowance. The Teachers receiving the severance allowance waives all other benefits under all other redundancy clauses.

14.08 Recall

A Teacher who has been laid off shall have and shall retain for a period of two (2) school years the following rights:

- 14.08.01 The right to be recalled on the basis of seniority and to be assigned to a position for which the Teacher is qualified or can reasonably be expected to become qualified before the Teacher is required to return;
- 14.08.02 The right to receive a copy of all notices posted in schools, or given to other Teachers, respecting terms and conditions of employment, including job postings and seniority lists;
- 14.08.03 The right to continue to participate in one or more of the benefit plans, provided the Teacher on lay-off pays the total cost of such plans subject to the approval of the insurance carrier.
- 14.08.04 No teaching position shall be advertised and/or filled externally until:
 - a) All available qualified contract full and part time Teachers have been offered the position.

b) All qualified Teachers on the recall list have been offered the position in order of seniority.

- 14.09 A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 14.10 A recall notice shall be sent by registered mail to the last known address of the Teachers. It shall be the responsibility of the Teachers to advise both the Board and the Union of any change of address.
- 14.11 A Teacher who has the right of recall as provided in Article 14 who is not recalled within the prescribed time limit shall be paid severance in accordance with Article 14. Alternatively, a Teacher may elect to receive severance pay upon termination of employment, in which event, all rights of recall shall be forfeited.
- 14.12 Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only, as long as there are Teachers who had full-time assignments with recall rights and greater seniority.
- 14.13 Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that Teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.

Leave for Upgrading or Retraining

- 14.14 Teachers who would otherwise be laid off shall, upon request, be granted a leave of absence of up to two (2) years for educational upgrading to become qualified to teach in areas in which Teachers may be required by the Board. Upon expiry of the leave the Teacher shall be given any position for which the Teacher is qualified which is held by a Teacher with less seniority; otherwise, the Teacher shall be laid off.

ARTICLE #15 EVALUATION OF TEACHER PERFORMANCE

- 15.01 The Board shall have a policy on, and procedures for, evaluations. Any such policy shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with these policy/procedures.

ARTICLE #16 PERSONNEL FILES

- 16.01 The personnel file respecting a Teacher shall be maintained in the Personnel Department of the Board and shall be available and open to the Teacher and/or a person authorized in writing to act on the Teacher's behalf for inspection in the presence of a Board personnel department officer at any reasonable time during the regular working hours of the department.
- 16.02 The Teacher may make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the Teacher.
- 16.03 If the Teacher disputes the accuracy or completeness of any such information other than an evaluation referred to in Article #15, the Board shall, within twenty school days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm, amend or remove the information.

16.03.1 Where the Board amends or removes information as outlined in this article, the Board shall, at the request of the Teacher notify all persons who received a report based on the prior information.

16.04 A teacher may place comments on any materials kept on file pertaining to the Teacher.

ARTICLE 17 CUMULATIVE SICK LEAVE PLAN

17.01 All teachers shall be covered under this Cumulative Sick Leave Plan

17.02 A sick leave credit system is hereby established for every teacher eligible under Article 17.01.

17.03 The Board shall keep a record of the accumulated credits and the deductions therefrom.

17.04 A teacher shall be allowed an allowance of 20 days sick leave when actively employed each school year, and shall be credited annually with 100% of the unused portion of the 20 days. A fraction of a day shall be taken to the nearest half day. It is understood that active employment includes Board approved secondment to other employers and Federation Leave.

17.05 Where a teacher commences employment after September 1st for the purpose of Article 17.01, the sick leave of 20 days shall be prorated.

17.06 Sick leave credits are based on a working year of 10 months.

17.07 At the commencement of employment, or at the beginning of each working year, the teacher's sick leave account shall be credited with the total current year's sick leave allowance at the stated rate per normal working month. Accumulated sick leave credits shall not exceed the following caps:

17.07.01 Members of the Near North Board who have accumulated more than 250 days as of September 1, 1998 shall have their sick days capped at that value. However, if through usage of sick days the number falls below 250, that member shall subsequently be capped at 250.

17.07.02 Members of Near North Board who have fewer than 250 sick leave days as of Sept 1, 1998 shall be capped at 250 days.

17.07.03 When a teacher of another Board, which has established a sick leave credit plan, is hired by this Board, the teacher shall be entitled to have the accumulated sick leave credits remaining in the plan of the previous Board transferred to this Board, but such transfer shall not exceed 250 days.

17.07.04 Each teacher shall be given 20 sick leave days every September 1 thereafter, but at the end of the school year, the accumulated number of sick leave days will not exceed the total stipulated in parts 17.08.01, 17.08.02, or 17.08.03 above.

Example: A teacher has accumulated 250 sick leave days as of June 30, 1998. On September 1, 1998 this teacher is granted an additional 20 sick days for the 1998/1999 school year.

17.08 By the first regular pay date, each teacher shall receive a statement indicating the accumulated sick leave credits to June 30th of the previous school year.

- 17.09 No transfer into the sick leave credit plan shall be made if the teacher receives from the previous Board a service gratuity or other allowance paid in respect of accumulated sick leave.
- 17.10 For extended absence of longer than one month for illness the Board may require a teacher to submit a certificate from a qualified medical or dental practitioner selected by the Board. The cost of such a certificate shall be paid by the Board.
- 17.11 Deductions shall be made from a teacher's sick leave credit for the number of days of absence because of illness. No salary payment or further accumulation of sick leave credits shall be made after the expiration of sick leave credits.
- 17.12 Absence due to pregnancy/parental leave is excluded from this plan, however illness due to pregnancy can be covered by this plan.
- 17.13 If a teacher submits a resignation effective earlier than the last day of the working year, deduction shall be made from the Teacher's sick leave credit for the remaining months of the year at the rate of two days per month pro-rated.
- 17.14 Any leave of absence requested by a teacher for any of the following reasons shall be granted by the Principal and shall be with pay, and without loss of sick leave:
- 17.14.01 where a teacher is writing examinations and:
- i) the examination is written in conjunction with improvement of qualifications or professional standing, and
 - ii) the examination is written during the school day,
- or
- iii) the examination is written outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the examination location.
- 17.14.02 where a teacher is attending his/her own graduation exercises or the graduation (grade 8, secondary or post-secondary) of his/her spouse, son, daughter or parent and;
- i) the exercises occur during the instructional day,
- or
- ii) the exercises occur outside the instructional day, but travel time from the instructional day is necessary to reasonably arrive at the graduation location.
- 17.14.03 for absence occasioned by the birth or adoption of a son/daughter, a leave of absence may be granted without loss of pay or sick leave credit for a period not exceeding one day;
- 17.14.04 where a Teacher is attending the funeral of a member of the family:
- i) in the case of immediate family as defined below, a leave of absence without deduction of salary or sick leave credit up to a maximum of five (5) days.

- ii) in the case of sons-in-law, daughters-in-law, grandparents-in-law, grandchildren up to a maximum of two (2) days.
- iii) in the case of a member outside the immediate family, as defined below or a friend, one (1) day.

Definition - IMMEDIATE FAMILY - Parents, parents-in-law, spouse, children, brothers, sisters, and grandparents. However, there may be an exceptional situation for other relatives. In the case of such a relative, the employee may be granted leave, subject to approval of the Director or designate.

17.14.05 A teacher shall be allowed leave of absence from duty by reasons of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which he/she is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses that he/she receives as a juror or witness.

17.15 Each teacher shall be allowed leave of absence without deduction of salary or sick leave when quarantined, or otherwise prevented from teaching by order of the Medical Authorities.

17.16 Any leave of absence without pay of 3 days or less requested by a teacher and not covered elsewhere in Article 17 may be granted by the Principal. Leaves of more than 3 days may be recommended by the Principal and may be granted by the Director or designate and shall be without pay.

17.17 Family Illness

17.17.01 A leave shall be granted, by the Director or designate, without deduction of salary or sick leave credit, for illness or medical appointments for a member of the immediate family as a result of which the teacher is required to be away from school. Such leave shall be limited to a maximum of three (3) days in a school year. Immediate family shall be defined as son, daughter, spouse, mother or father. It to be established that every reasonable effort has been made to take care of the situation by other means. Extra time will be allowed wherever overnight travel is necessary.

17.18 Under the Workers' Compensation Act, this Board provides protection for its teachers by way of insurance for partial loss of salary due to injury sustained in the course of duty. Under this cumulative sick leave plan, the Board will augment the compensation award so that full net salary will be paid up to the cash value of the number of days accumulated, after which the teacher shall receive only the compensation award.

17.19 Retirement Gratuity

17.19.01 General:

A retiring teacher who meets the requirements described below will qualify for a Retirement Gratuity based on the number of accumulated -sick leave days and the number of years of service.

The gratuity will be paid January 1 for any teacher retiring in December if the Board is notified of such retirement prior to August 1. Where a teacher retires by the end of December and has not given notice prior to August 1 the gratuity shall be paid by the following October 1. The gratuity will be paid October 1 for any teacher retiring in June if the Board is notified of such retirement prior to May 31. Where a teacher retires at the end of June and has not given

notice by May 31 the gratuity will be paid January 1. Other arrangements may be arrived at with the Board by mutual consent. A teacher whose application to teach for an extended year beyond retirement age 65 years, if accepted, shall have the retirement gratuity calculated before beginning the extended year of teaching.

17.19.02 Eligibility and Method of Calculation:

- i) Maximum gratuity shall be one-half of the annual salary rate at the time of retirement.
- ii) The number of years of service, as used in the formula below, shall be those with the Near North District School Board and its predecessor Boards
- iii) The number of days of accumulated sick leave, as used in the formula below, shall be restricted to those actually earned while in the employ of the Near North District School Board and its predecessor Boards. At the time of calculation of the gratuity this information will be determined from the records.
- iv) The formula to calculate the amount of the gratuity is as follows:

$$G = \frac{Y}{20} \times \frac{N}{200} \times \frac{S}{2}$$

where

G = value of the gratuity
Y = number of years of full years service with the Board (maximum 20)
N = number of days of cumulative sick leave (maximum 200)
S = annual salary

- v) To qualify for a gratuity, a Teacher must have a minimum of twelve (12) years of service with the Board and be eligible for a pension.

ARTICLE #18 LEAVES

18.01 Deferred Salary Leave Plan (DSLPL)

- 18.01.01 The DSLP shall afford Teachers the opportunity to take a one-year leave of absence, financed through the deferral of salary.
- 18.01.02 Any Teacher who has at least two (2) years of service is eligible to participate in the DSLP.
- 18.01.03 A Teacher shall make written application to the Board on or before March 1 of the school year prior to that in which the deferral leave plan is to commence, requesting approval for participation in the DSLP, and specifying the desired salary deferral.
- 18.01.04 Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the Teacher on or before May 15 of the school year in which the request is made.
- 18.01.05 The DSLP shall be from four (4) to seven-(7) years' length including the year of the leave. The leave shall be taken in the last year of the plan.
- 18.01.06 Payment Formula and Retention of Deferred Salary

- a) In each year of the **DSL**P preceding the year of leave, a Teacher shall be, paid a reduced percentage of salary.
 - b) The remaining percentage of annual salary (maximum **33 1/3%** of salary) shall be placed in an individual trust account in an investment plan mutually agreeable to the Teacher and the Board.
 - c) The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The Teacher shall receive **twice-**yearly statements showing the total deferred salary plus accumulated interest.
 - d) The deferred salary shall be paid to the Teacher in the year of leave, in the same manner as his/her salary would be or in a manner mutually agreeable to the Teacher and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
 - e) Interest accrued during the year of leave shall be paid to the Teacher in the year it is earned.
- 18.01.07 Subject to Article 18.01.08, the Teacher shall be entitled to the same benefits, allowances, vacation, teaching experience and seniority as when not enrolled in the plan.
- 18.01.08 During the period of leave, seniority will continue to accrue. Long term disability coverage shall be based on the salary the Teacher would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the Teacher's account during the year of leave.
- 18.01.09 Withdrawal
- a) A Teacher may withdraw from the **DSL**P anytime up to March 1 of the school year prior to that in which the leave is to be taken.
 - b) Upon withdrawal from the **DSL**P, the Teacher shall be paid the total amount of salary deferred plus interest accrued at the date of withdrawal in a lump sum within 30 days of withdrawal or in a manner mutually satisfactory to the Teacher and the Board.
- 18.01.10 On return from the leave, the Teacher shall return to the same, or a comparable position, held prior to the leave.
- 18.01.11 Should a member die while participating in the **DSL**P, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.
- 18.01.12 The Deferred Salary Leave Plan shall be subject to the Regulations under the Income Tax Act.

ARTICLE #19 PREGNANCY AND PARENTAL LEAVE

- 19.01 This article shall be in accordance with the Employment Standards Act - Part XI. Nothing

in this Article shall remove from the employee any entitlement under the Act or the Collective Agreement.

19.01.01 "Pregnancy Leave" means a leave of absence under subsection 35 (1) of the Employment Standards Act.

19.01.02 A pregnant Teacher who started employment with the Board at least 13 weeks before the expected birth date is entitled to Pregnancy Leave.

19.01.03 The Teacher may begin pregnancy leave no earlier than 17 weeks before the expected birth date.

19.01.04 The Teacher must give the Board:

- i) at least 2 weeks written notice of the date the leave is to begin;
- ii) a certificate from a legally qualified medical practitioner stating the expected birth date.

19.01.05 Article 19.02.04 does not apply when a Teacher stops working due to complications caused by pregnancy, or because of a birth, stillbirth or miscarriage that happens earlier than the employee was expected to give birth. In such a case the Teacher shall, within 2 weeks of stopping work, give the Board:

- i) written notice of the date the pregnancy leave began or is to begin;

and

- ii) a certificate from a legally qualified medical practitioner that:

- [a] states, in the case of a Teacher who stops working because of complications caused by her pregnancy, the Teacher is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date,

or

- [b] states, in any other case, the date of the birth, stillbirth or miscarriage and the date the employee was expected to give birth.

19.01.06 The pregnancy leave ends:

- i) for a Teacher who is entitled to take parental leave, seventeen (17) weeks after the leave began
- ii) or a Teacher who is not entitled to take parental leave, the later of the day that is seventeen (17) weeks after the leave began or the day that is six (6) weeks after the birth, still-birth or miscarriage.

or

- iii) at an earlier day than provided for in (i) or (ii) if the Teacher gives the Board at least four weeks (4) written notice of that day.

19.02 Short-term Parental Leave.

- 19.02.01 "Short-term Parental Leave" means leave taken for the purposes of caring for or adopting a child. This leave shall be equivalent to "Parental Leave" as defined in Subsection 36(1) of the Employment Standards Act, Part XI.
- 19.02.02 A Teacher who had been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to Short-term Parental Leave following:
- (i) the birth of a child
 - or
 - (ii) the coming of the child into the custody, care and control of a parent for the first time.
- 19.02.03 Short-term Parental Leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care or control of a parent for the first time with the exception as noted in 19.03.06.
- 19.02.04 For a Teacher who has taken pregnancy leave, Short-term Parental Leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of the Teacher for the first time.
- 19.02.05 The Teacher must give the Board at least two weeks written notice of the date the Short-term Parental Leave is to begin, with the exception as noted in 19.03.06.
- 19.02.06 In the event that the child comes into the custody, care and control of the Teacher for the first time sooner than expected, the Short-term Parental Leave begins on the day the Teacher stops working. The Teacher must give the Board written notice of the wish-to take Short-term Parental Leave within two weeks of stopping work.
- 19.02.07 Short-term Parental Leave ends eighteen (18) weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day.

19.03 Change of Notice to Begin or End Pregnancy/Short-term Parental Leave.

- 19.03.01 A Teacher who has given notice to begin Pregnancy Leave or Short-term Parental Leave may change the commencement of the leave:
- (i) to an earlier date if the employee gives the Board at least two weeks written notice before the earlier date,
 - or
 - (ii) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.

- 19.03.02 A Teacher who has given notice to end Leave may change the date of return to work:
- (i) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date;
- or
- (ii) to a later date if the Teacher gives the Board at least four weeks written notice before the date the leave was to end.

19.04 SEB Plan

During a period of Pregnancy Leave, or Short-term Parental Leave involving the adoption of a child who has not attained school age, payments made according to the Supplementary Employment Benefit Plan will consist of the following:

- 19.04.01 The Board will pay 95% of the Teacher's regular salary for the first two weeks of Pregnancy or Short-term Parental leave.
- 19.04.02 During this leave, the Teacher shall receive 95% of full pay minus Employment Insurance Pregnancy or Parental benefits for the next 15 weeks in the case of Pregnancy Leave and for the next 10 weeks in the case of Short-term Parental Leave. The combined weekly level of Employment Insurance benefits, SEB payments and other earnings shall not exceed 95% of the Teacher's full salary.
- 19.04.03 While on Maternity/Short-term Parental Leave, the Board shall continue to pay its portion of all employee benefits in which the Teacher is participating at the commencement of the leave. The Board shall also arrange for the Teacher's portion of these benefits unless the Teacher elects, in writing, not to do so.
- 19.04.04 The Teacher must apply for Employment Insurance benefits before 95% of salary becomes payable.
- 19.04.05 No monies will be paid to a Teacher who is not entitled to Employment Insurance benefits or who is excluded from said benefits. Monies owing will only be paid once the Board has been assured that the Teacher has applied for Employment Insurance benefits and is entitled to said benefits. The only exceptions are:
 - i) serving the Employment Insurance waiting period;
 - ii) Employment Insurance benefits entitlement have been exhausted;
 - iii) insufficient insurable weeks to qualify for Employment Insurance.
- 19.04.06 Teachers do not have a right to SEB payments except for supplementation of Employment Insurance benefits during the unemployment period as specified in the plan.
- 19.04.07 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits are not reduced or increased by payments received under the SEB plan.
- 19.05 An employee on Pregnancy/Short-term Parental Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the employee been actively

employed.

19.05.01 An employee returning from Pregnancy/Short-term Parental leave to active employment shall be reinstated to the position held prior to the leave, unless the Board offers an alternate position acceptable to the employee.

19.05.02 Notwithstanding this provision, the employee is subject to Article 14.

19.06 A Teacher on Pregnancy/Short-term Parental Leave is considered to be under contract to the Board and may not accept employment as a Teacher with another Board, either during the leave or at its conclusion, unless the Board has accepted his/her resignation.

19.07 Extended Parental Leave.

19.07.01 Parental Leave may be extended up to two years subject to the approval of the Director of Education.

19.07.02 When the duration specified for an extended leave is two teaching years or less:

(a) No sick leave time shall accumulate but when the Teacher returns to the Board from the leave, the Teacher shall be credited with the same number of accumulated sick leave days that the Teacher had before going on leave.

(b) Notwithstanding Article 14, upon returning from extended Parental Leave, the Teacher shall be assigned to the Teacher's previous position, or after discussion with the Teacher a comparable position in the system.

(c) The Teacher on extended parental leave shall accumulate seniority for the period of the leave.

19.07.03 A Teacher shall be allowed to prepay the full cost of any employee benefits participated in at the commencement of leave, provided that the prepayment will cover the whole anticipated period of leave.

ARTICLE #20 PART-TIME TEACHERS

Definition of Teachers on Part-Time Assignment

20.01 A Teacher on part-time assignment is a Teacher employed on a regular basis for other than full-time duty.

Part-Time to Full-Time

20.02 A part-time teacher, who prior to March 1, requests a full-time position will be offered the next available full-time position based on qualifications and seniority. The teacher shall have forty-eight (48) hours to accept the position.

Part-Time Leave

20.03 a) A Teacher requesting a part-time leave, commencing the following school year, shall request the leave by April 1.

b) A Teacher who requests and is granted a part-time leave for a specified period will return to their previous assignment.

c) A Teacher may apply prior to April 1 for an extension of the Teacher's part-time leave and such extension may be granted.

d) On return to a full-time assignment, the Teacher has the right to continue to be a member of the staff of the school in which the Teacher had a part-time assignment, subject to the lay-off procedures in Article 14.

Salary and Allowances

20.04 A Teacher on part-time assignment shall be paid according to the salary schedule and allowances in this Collective Agreement, pro-rated.

Sick Leave

20.05 A Teacher on part-time assignment shall be credited with the number of full school days of sick leave equivalent to 100% of the time the Teacher is required to perform the duties and discharge the responsibilities of the teaching assignment. The total credit shall be given at the beginning of the school year or assignment.

Benefits

20.06 A Teacher on part-time assignment shall have the right to participate in all benefit plans. For purposes of the Board's contribution to benefit premiums, the Teacher shall be deemed to be on full-time assignment if teaching .5 or more. Teachers teaching less than .5 shall have their benefits prorated.

Experience Credit

20.07 A Teacher on part-time assignment shall receive credit for teaching experience on the following basis:

a) less than .5 assignment or less than one-half school year: one-half year credit.

b) .5 assignment or more, or one-half school year or more: one full year credit.

Seniority

20.08 For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

Preparation Time

20.09 A Teacher on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day.

Scheduling of Assignments

20.10 a) In assigning duties to a Teacher on part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the Teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the Teacher.

b) A Part-Time Teacher shall be in the school for that fraction of the school day

consistent with the fraction of daily timetable assumed.

c) Part-Time Teachers shall attend school and staff meetings at the Principal's request on the same basis as Teachers teaching full-time.

ARTICLE #21 **SHARED LEAVE**

21.01 Shared leave is offered to Teachers on a one-year basis to create vacancies.

21.02 **Eligibility and Prerequisites**

21.02.01 Any Teacher who is teaching full-time may participate in the Shared Leave Plan.

21.02.02 A Teacher entering into Shared Leave must work not less than fifty (50) percent of the school year.

21.02.03 The Shared Leave Plan may be on a daily, cycle, semester or term basis.

21.03 **Conditions**

21.03.01 Any Teacher satisfying the requirements of Article 21.02 may be granted a Shared Leave by the Board.

a) The Teacher must send an application (for Shared Leave) to the Board before February 1.

b) Upon receipt of a letter from the Board certifying that the application has been accepted, the Teacher shall have ten (10) school days to make a final commitment to Shared Leave.

21.03.02 A Shared Leave Agreement is for a one-year period. If a Teacher wishes to continue in the Shared Leave, then a new application must be made in accordance with the terms of this Agreement before March 1.

21.04 **Working of the Plan**

21.04.01 The grid salary will be pro-rated in direct proportion to the percentage of time worked.

21.04.02 The Board's contribution to the Teacher's employee benefits will be pro-rated according to the percentage of time worked.

21.04.03 A Teacher involved in Shared Leave shall accumulate seniority as though the Teacher was teaching full-time for a complete school year.

21.04.04 The Board recognizes that a Teacher employed by the Board who teaches less than full-time within the conditions of this Article shall, following the completion of the Shared Leave arrangement, be entitled to return to the Teacher's previous full-time position and status.

21.05 On return from leave, the Teacher shall return to the same or comparable position held prior to the leave.

21.06 A Teacher who participates in a Shared Leave Plan must relinquish his/her position of responsibility during the Shared Leave period.

ARTICLE #22 GRIEVANCE AND ARBITRATION PROCEDURE

Definition of Grievance

- 22.01 Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

Individual Grievance

STEP 1

- 22.02 The teacher and the Bargaining Unit representative will discuss the complaint with the appropriate Principal. The Principal shall attempt to resolve the matter informally within 5 school days of the initial discussion. The Principal shall answer the complaint in writing.

STEP 2

- 22.03 Grievance(s) must be submitted in writing to the Director of Education or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance after Step 1. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Superintendent or designate. The Director or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP3

- 22.04 If no settlement is reached, the grievance shall be filed in writing to the Board Grievance Committee within ten school days from the response from the Director or designate. A written response will be provided to the Union from the Director of Education within five (5) school days of the meeting.

STEP 4

- 22.05 If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response.

Grievance Mediation

- 22.06 Nothing in this article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The Agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

Arbitration

- 22.07 When both parties request that a grievance besubmitted to a single arbitrator, the request shall be conveyed in writing to the other party to the Agreement, indicating the name of the arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Decision of the Arbitrator

- 22.08 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

Board of Arbitration

- 22.09 When either Party requests, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them,, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

Powers of the Board of Arbitration

- 22.10 An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act and, in addition, has the power:
- a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion it considers it proper to do so;
 - b) to grant such interim orders, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and,
 - c) to enforce a written settlement of a grievance.

Decision of the Board of Arbitration

- 22.11 An arbitration board shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

Expenses of the Arbitrator or Board of Arbitration'

- 22.12 Both Parties agree to pay one-half (.5) of the fees and expenses of the single arbitrator or one-half (.5) of the fees and expenses of the chair. Both parties agree to pay all of the fees and all the expenses of the Parties' respective appointees and the arbitration board.

Discharge Grievance

- 22.13 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step 2 within ten (10) school days of written notice of termination.

Policy Grievance

- 22.14 The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of

Education.

Attendance at Grievance Meetings

- 22.15 A Teachers attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement.
- 22.16 At any step in this process, the Teacher can be represented by an official of the Union.

ARTICLE #23 JUST CAUSE

- 23.01 A Teacher under contract shall not be disciplined, dismissed, demoted, or suspended without just and sufficient cause. The parties recognize the lesser standard (basic procedural fairness) for probationary Teachers.

ARTICLE #24 PROBATIONARY PERIOD

- 24.01 A newly hired Teacher shall serve a probationary period of not more than one (1) year.

ARTICLE #25 TERMINATION OF EMPLOYMENT

- 25.01 The Board or a Teacher shall provide written notice by November 30 of the intention to terminate employment effective December 31, and by May 31 of the intention to terminate employment effective June 30 or August 31.
- 25.02 Nothing herein prevents an employee and the Board from mutually agreeing to the Teacher's resignation at any time.

ARTICLE #26 ACTING ADMINISTRATIVE POSITIONS - TERMS AND CONDITIONS

- 26.01 Teachers may be temporarily appointed to a position of Acting Principal/Vice Principal for a period of up to one (1) school year less a day (193 days).
- 26.02 Teachers appointed to these temporary positions will remain a member of the Bargaining Unit (E.T.F.O.).
- 26.03 Teachers may only be appointed once to such a position.
- 26.04 Nothing in this article prevents the teacher from resuming the teacher's Bargaining Unit duties subject to forty- eight (48) hours written notice to the appropriate supervisor, (Principal/Vice Principal).

ARTICLE #27 TEACHER IN CHARGE

- 27.01 A Teacher may temporarily substitute for an absent Principal/Vice Principal. The Teacher shall be paid the daily rate of the Principal/Vice Principals salary scale starting on the second (2nd) consecutive day. Where the Principal/Vice Principal absence is more than two (2) consecutive days and where it is deemed necessary, an occasional teacher will be hired to fulfill the required teaching responsibilities. All

costs for the occasional teacher will be charged to the Administrative envelope.

ARTICLE #28 PROFESSIONAL DEVELOPMENT

- 28.01 It is the Board's belief that Teacher Professional Development should be linked to MET initiatives, Board initiatives and projects and school program initiatives.
- 28.02 It is the Board's intention to set aside a sum of money from the Professional Development envelope to address system, school and individual needs.
- 28.03 With the Elementary School System Professional Development Committee, funds will be allocated as noted in 28.02 based on the criteria to be set by the Professional Development Committee.

ARTICLE #29 SENIORITY

- 29.01 A seniority list will be provided by the Manager of Human Resources to the President of the Federation by September 30 of each year. Any errors are to be reported in writing to the Manager of Human Resources by the President of the Federation by October 15. The agreed upon list will be forwarded by the Manager of Human Resources to each school by October 31.
- 29.02 Teachers will be placed on the seniority list according to the number of continuous years of elementary teaching experience with the Board, plus all seniority as recognized by its predecessor Boards on December 31, 1997.
- 29.03 If a tie exists, the total number of years of elementary experience with the Board or its predecessors.
- 29.04 Then, if a tie exists, the number of years of elementary teaching experience under contract within Ontario.
- 29.05 Then if a tie exists, the total number of years of teaching experience with the Board or its predecessors.
- 29.06 Then, if a tie exists, the number of years of elementary teaching experience under contract within Canada.
- 29.07 Then, if a tie exists, the total number of years of teaching experience under contract within Canada.
- 29.08 Then, if a tie exists, the Teachers affected and/or their representatives shall meet jointly with the Board's representative and draw lots to make the final decision.
- 29.09 Teachers who teach on a regular part-time basis shall be credited with full-time teaching experience solely for the purpose of the seniority list.
- 29.10 Seniority shall be retained and accumulated when a Teacher is on leave of absence authorized by the Board.

ARTICLE 30 TRANSFER

Transfers requested by Teachers

- 30.01 A mutually agreeable transfer may be arranged for any reason or at any date acceptable to the Board and the Teacher concerned.
- 30.02 The Board shall ask and Teachers shall submit requests for year-end transfers before March 31.
- 30.03 The Teachers shall be informed of the proposed transfer as soon as possible, and not later than May 31.
- 30.04 Upon acceptance of any transfer, Teachers shall notify their present Principal within forty-eight (48) hours.

Administrative Transfers

- 30.05 Administrative transfers may be carried out at any time during the school year. If it becomes necessary to transfer a Teacher, the Board will endeavor to place the transferee in a position that is mutually satisfactory to both parties.
- 30.06 The following steps shall apply:
 - 30.06.01 Teachers involved in these transfers shall be informed five (5) days in advance of the transfer.
 - 30.06.02 The teacher may be released from teaching duties for up to two (2) teaching days should the transfer occur within the current school year.

Allowances

- 30.07 A Teacher shall receive a mileage allowance for two (2) years following a transfer as described below. It is understood that these distances are from the teacher's home to the newly assigned school.
 - 0 km - 30 km = \$0.00 per month
 - 31 km - 50 km = \$ 50.00 per month
 - 51 km - 90 km = \$ 75.00 per month
 - 91 km - 150 km = \$150.00 per month
 - 150 km + = base \$150.00 + 32.5 cents/km additional
- 30.08 If the Teacher lives in the same municipality as the new school to which he/she is transferred, then no allowance is paid.
- 30.09 If the teacher decides to move the family home more than 30 km. in order to be closer to the newly assigned school, then the Board will pay actual moving costs to a limit of \$3,960.00 for actual documented related expenses (i.e. real estate fees, legal fees, appraisal fees, mortgage) per teacher or per family per transfer.
- 30.10 If the change of residence occurs at any time during the first year; 100% of the relocation allowance described in Article 30.07 03 shall be paid. If a decision to relocate occurs during the second year of the transfer, 100% of the relocation allowance less any monies paid for travel in the second year shall be paid. At no time shall the Teacher receive less than 50% of the actual costs of relocation as eligible under Article 30.09 up to a maximum of \$2805.00.
- 30.11 When the moving allowance described in 30.09 is paid, any mileage allowance will be terminated.

ARTICLE # 31 - STAFFING

Pupil-Teacher Ratio

- 31.01 The pupil-Teacher ratio (PTR) for the system shall not exceed 25:1 on full-time equivalent enrolment as of October 31 of each school year as per Ministry of Education and Training Regulations.

District Staffing Committee

- 31.02 The Staffing Committee shall be composed of the Union President, a representative of Corporate Services (H/R) and the Superintendent(s) of Program. If the Committee is reviewing school specific staffing, the School Principal shall be included on the Committee.

The Staffing Committee may request the attendance of appropriate personnel who are employees of the Board. Prior to April 1st, the Staffing Committee shall meet to examine and make recommendations related to the number of teachers to be assigned according to the projected enrollments.

The Staffing Committee shall meet to review the organization and the assignment of teachers to schools as follows.. .

- During September of each school year.
- During November of each school year to review October 31st data
- During January of each school year.
- During April of each school year to review March 31st data.
- The Committee shall meet at the request of either party within five (5) school days.
- All dates and timelines outlined in Article 31.02 may be extended by mutual consent of the parties of the committee.

Exceptional Pupils

- 31.03 The Board shall endeavour to limit the number of students identified Exceptional, excluding gifted students, integrated into a regular classroom to five (5) at any given time. If the number of identified students exceeds five (5), the Board may provide additional support for the class.

School Staffing Committee

- 31.04 The Principal/Vice Principal of each school shall meet with the Workplace Steward and a minimum of two (2) teachers in September, January and prior to June 15th of each school year to discuss and make recommendations on such issues as: staff allocation for the following school year, timetable, supervision and instructional/non-instructional periods and/or other issues identified by either party.

ARTICLE # 32 - COPIES OF THE COLLECTIVE AGREEMENT

- 32.01 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, on a shared cost basis within thirty (30) days of the signing of the Agreement, or acceptance of employment.

ARTICLE #33 - EXPENSES

Travel Expenses

- 33.01 A Teacher who is required to travel between schools or other places of employment shall have transportation provided or be paid for such travel by the Board at the highest rate paid to other Board personnel.
- 33.02 In respect of other travel authorized by the Board, a Teacher shall receive kilometrage from the Board at the highest rate paid to other Board personnel.

Insurance Protection

- 33.03 The Board will continue to provide liability coverage at the present limits of liability.

ARTICLE #34 EMPLOYMENT INSURANCE REBATE

- 34.01 The employees share of the Employment Insurance Rebate for teachers covered by this Collective Agreement will be retained by the board.

In witness hereof

The memorandum of Agreement made in triplicate


The < > day of November, 1998

between the Near North District School Board and

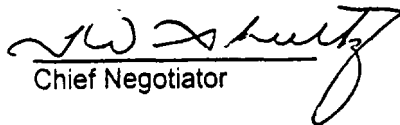
The Elementary Teachers' Federation of Ontario , District 4

THE NEAR NORTH DISTRICT SCHOOL BOARD

E.T.F.O. DISTRICT 4


Chairperson of the Board

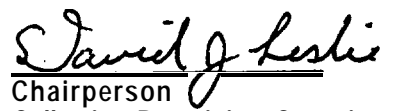

Bargaining Unit President


Chief Negotiator


Chief Negotiator (Local)

Chief Negotiator (ETFO)

Board Secretary


Chairperson
Collective Bargaining Committee

