



**COLLECTIVE AGREEMENT**

**BETWEEN**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
BLUEWATER LOCAL**

**AND**

**BLUEWATER DISTRICT SCHOOL BOARD**

**SEPTEMBER 1, 2004 TO AUGUST 31, 2008**

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**COLLECTIVE AGREEMENT**

Made this June 21st, June 2005.

BETWEEN

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
BLUEWATER LOCAL**

AND

**BLUEWATER DISTRICT SCHOOL BOARD**

**ARTICLE 1 - PURPOSE**

- 1.01 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and each Member in the Bargaining Unit and to cooperate to the fullest extent in an endeavour to provide the best possible educational services.
- 1.02 It is the purpose of the parties to set forth in this Agreement, the terms and conditions of employment together with the salaries, allowances, benefits and working conditions, which govern the Members who are covered by this Agreement and to provide a method to settle all matters in dispute which may arise between the parties.

**ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 This Collective Agreement shall apply to all Members of the Bargaining Unit employed with the Board.
- The employer being the Bluewater District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario, acting (hereinafter referred to as "the Union") as the bargaining agent for all Members employed by the Board in its elementary panel save and except occasional teachers.
- 2.02 It is recognized that the Elementary Teachers' Federation of Ontario is a party to all proceedings, negotiations and collective agreements between the Parties.
- The provincial office of the Union will inform the Board, from time to time, as to who is authorized to negotiate on behalf of the Union.
- 2.03 All teachers must be Members of the Ontario College of Teachers.

**ARTICLE 3 - UNION DUES AND ASSESSMENTS**

- 3.01 Effective September 1, 1998, the Board shall deduct, for every pay period and for each Member, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at the Head Office of the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues and assessments deducted. The Board shall provide the information in written form.

## **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

### ***Reasonable Exercise of Rights***

- 4.01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement.

### ***No Penalty***

- 4.02 The Board agrees not to penalize or discriminate against any Member for participating in the activities of the Union, including exercising any rights under this collective agreement.

### ***No Discrimination***

- 4.03 The Board and the Members agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status or disability or by reason of membership or activity in the Union.

### ***Evaluations***

- 4.04 Evaluations will be in accordance with Regulation 99/02 of the Education Act. Performance Appraisal applies to all members of the Bargaining Unit.
- 4.04.01 Where the Education Act and its regulations provide the School Board the power to establish policies and rules relating to performance appraisal, the School Board shall establish policies and rules only after consultation with the Bargaining Unit.
- 4.04.02 When a teacher receives a performance appraisal which was rated unsatisfactory the Board shall provide notice of this appraisal rating to the Bargaining Unit President within five (5) instructional days of the Member having received written notification of this rating.
- 4.04.03 Notwithstanding time limits for filing a grievance in the provisions of this collective agreement, ETFO has the right to grieve any aspect of the performance appraisal procedure following placement on "review status" of a teacher.
- 4.05 No Member of the Union shall be required or requested to supervise a Professional Growth Plan/Evaluation.
- 4.06 Only supervisory officers and elementary principals and vice-principals shall evaluate a Member's competence.

### ***Just Cause***

- 4.07 a) No Member shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Member in writing, within ten (10) school days from the time the Member is informed of any such action.

### ***Rights to Representation***

- 4.07 b) The Board recognizes the right of the Union to represent a Member at any meeting which could lead to discipline. The Board further recognizes the right of the Member to request Union representation, in advance, if a meeting will be considering his/her conduct or competence, or could lead to discipline of the Member.
- 4.08 The Board shall provide insurance protection for Members against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Members covered by this collective agreement.
- 4.09 No Member will be required to transport or arrange transportation of students in private vehicles.

## **ARTICLE 5 - NEW POSITIONS AND VACANCIES**

- 5.01 The Board has a right to create or designate a new classification/category of responsibility to be filled by a Member who comes within the scope of this Agreement. The Union will be informed of the creation of all new classifications/categories. The Board in consultation with the Union, will determine the duties. When the Board creates a new position to be filled by a Member who would come under this collective agreement, the Parties shall negotiate and reach an agreement on the allowances, if any. If no agreement is reached, the matter may be submitted to future negotiations. The allowances, if any, shall be payable from the effective date of the appointment.

### ***Posting of New Positions***

- 5.02 The Board shall post in every school a notice of every position within a new classification/category at least ten (10) school days before the position is to be filled. Concurrently a copy of such notice shall be sent to the Union.
- 5.03 All postings shall include the title of the position, a job description, requisite experience if any, qualifications, and any applicable allowances, effective date and, if it is a temporary position, the probable duration.

### ***Definition of Vacancy***

- 5.04 A "Vacancy" under this Article means a teaching assignment covered by this collective agreement that is unoccupied because:
- a) the incumbent has been transferred, promoted, or has resigned;
  - b) the incumbent has died; or
  - c) the enrolment has increased.

### ***Posting of a Vacancy***

- 5.05 The Board shall post in every school a notice of every vacancy at least five (5) school days before the vacancy is to be filled. Concurrently a copy of such notice shall be sent to the Union. Intra net and website posting will be considered as complying with these requirements.
- 5.06 All postings shall include the title of the vacancy, a job description, requisite experience if any, qualifications, and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.
- 5.07 The selection process will be based on qualifications and experience in relation to the vacancy. The Board's hiring process will include a formal structured interview. In the case of a tie, the final selection will be determined by seniority. All candidates interviewed will be notified in a timely fashion after the selection process by a member of the interview team.
- 5.08 Should the Board be unable to fill a new position or a vacancy from among the Members covered by this collective agreement, including those who were terminated under Article 24 - (District Lay-Off/School Surplus and Recall Procedure) and including part-time Members requesting full-time assignments, the Board shall fill the vacancy or new position by means of external advertisement.

## **ARTICLE VI - TRANSFER OF STAFF**

- 6.01 A Voluntary Transfer is a request for a transfer which is initiated by a Member.
- 6.02 A Member has the right to apply at any time for any available position within the system for which they are qualified or will be qualified by the commencement date of the position.
- 6.03 A Member may request information regarding his/her Seniority Position at the school(s)/worksite(s) to which he/she has requested a transfer and the principal/Supervisory Officer shall provide this information upon request based upon the school(s)/worksite(s) projected enrolment and staffing.

- 6.04 Members wishing to be considered for a voluntary transfer shall inform the Superintendent of Elementary Education annually by completing a Request to Transfer/Exchange form by March 15 for a transfer to take effect the following September. The Board shall endeavour to facilitate the transfer.
- 6.05 An application for voluntary transfer shall specify to which school or schools the Member wishes to transfer, and an area of concentration/assignment preferred.
- 6.06 By requesting a transfer, the Member's name will be entered on a Voluntary Transfer List. The Voluntary Transfer List shall be distributed, no later than March 30, to the Supervisory Officers, Principals, Local President and Workplace Stewards. The List will also be posted in each school.
- 6.07 It is understood that a Member, whose name is on the Voluntary Transfer List, has the right to refuse offered transfer positions.
- 6.08 A Member who has not been granted a voluntary transfer for two consecutive years may request a meeting with the Superintendent of Elementary Education before May 31st of the second year.

### ***Voluntary Mutual Exchange***

- 6.09 Voluntary Mutual Exchange is the mutual trading of positions for a specific period of time by mutual agreement of the Members and principals involved, subject to the approval of the Superintendent of Elementary Education and in the case of cross panel exchanges, subject to OTF guidelines.

#### Procedures:

- 6.09.01 A Member interested in finding a potential partner for a mutual exchange must notify his/her principal and the Superintendent of Elementary Education, in writing, by March 15, to have his/her name appear on the Exchange List.
- 6.09.02 To assist Members in arranging Mutual Exchanges, the Board will compile and distribute to each principal for posting and to the Local President by March 30, a list of names of Members who have indicated an interest in a Mutual Exchange and who do not as yet have an exchange partner.
- 6.09.03 Members with potential exchange partners who are requesting a Mutual Exchange, to be effective as of September 1, shall apply to the Superintendent of Elementary Education no later than April 15.

Details of the application will include:

- 1) The names of the Members party to the exchange,
  - 2) The period of time for which the exchange will be effective.
  - 3) Rationale for the exchange application,
  - 4) Acknowledgement signature of Principal.
- 6.09.04 It is understood that:
- 1) All Members involved in a Mutual Exchange who wish to make an exchange permanent, may apply for transfer.
  - 2) Mutual Exchanges will not be approved if a Member on the exchange is laid off or declared surplus to a school.
  - 3) In the event that a Mutual Exchange is arranged, and one of the parties to the exchange becomes laid off or surplus, then the exchange will not be implemented.

### ***System Initiated Transfers***

- 6.10 System Initiated Transfers shall result only after consultation among the school, senior administration staff, the Member, and the Local.

#### System Initiated Transfer Procedures

- 6.10.01 Where a Member is to be transferred the Board agrees that the Member shall be informed, with reasons in writing, within ten (10) instructional days of the decision.



- 6.10.02 The Board shall endeavour to place the Member in a position which is mutually satisfactory to both the Member and the Board.
- 6.10.03 A written summary of each system initiated transfer consultation may be signed by the participants. If a Member chooses not to sign the consultation summary, the Member's reasons(s) will be recorded on the summary.
- 6.10.04 System initiated transfers shall not cause another Member to be surplus to school.
- 6.10.05 If the Board requests a Member to transfer, the Board will pay a travel relocation allowance of \$1,000, if the transfer increases the Member's present travel distance by 50 or more kilometres. The Member will be advised of the reason for relocation.
- 6.10.06 No Member shall be transferred to the Board's Secondary Panel without the written consent of the Member.
- 6.10.07 It is understood that system initiated transfers will not be implemented so as to circumvent the terms and conditions of the "District Layoff/School Surplus and Recall Procedures" articles contained in this Collective Agreement.
- 6.10.08 System initiated transfer is not a demotion and will not result in a loss of salary, benefits or additional degree allowances.
- 6.11 The Board shall inform, in writing, a Member who will be transferred, of the school to which he/she will be transferred and of his/her teaching assignment prior to the last school day in June.
- 6.12 The President of the Local shall be advised of transfers and exchanges. The President shall be supplied with all relevant information prior to the assignment of transfers and exchanges.
- 6.13 Transfers and exchanges will occur only after a process of consultation among the Member, principal, appropriate Supervisory Officer(s) and the Local.

Consultation shall include:

- 1) specific reasons for the move,
- 2) potential destination(s),
- 3) expectations and approximate timelines,
- 4) documented professional support plan.

***System Initiated Transfers as a Result of School Closures***

- 6.14 Every attempt will be made to place members affected by school closures in any available vacancy, based on seniority and qualifications, prior to the end of the first week of June Transfer/Surplus meeting, as part of the system initiated transfer process.
- 6.14.01 For Members affected by school closures not placed prior to the end of the first week of June, every attempt will be made at the Transfer/Surplus Meeting to arrange placement based on qualifications.
- 6.14.02 Members affected by school closures not placed at the end of the first week of June Transfer/Surplus meeting will be considered as preferred candidates for any internal opening for which the member is qualified.
- 6.14.03 Any remaining member affected by school closure and not placed by the end of the third week of June will be placed at the discretion of the Superintendent of Elementary Education.

## **ARTICLE VII - PROBATIONARY PERIOD**

- 7.01 A newly hired Member shall serve a probationary period of one year. Extension to the probationary period may occur for cases of prolonged absences, with the agreement of the Union.

## **ARTICLE VIII - ACCESS TO INFORMATION**

- 8.01 The Board agrees to respect the freedom of information and protection of privacy legislation in regards to all information.

### ***Personnel Files***

- 8.02 The Member's personnel file shall be maintained in the Human Resources Department of the Board and shall be available and open to the Member for inspection at a reasonable prearranged time through the Human Resources Department.
- 8.03 A Member shall be entitled upon request to copies, without cost, of any materials contained in her/his personnel file.
- 8.04 Where a Member authorizes in writing access to her/his personnel file by another person acting on the Member's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested, consistent with Article 8.02.
- 8.05 Members shall receive copies of any materials placed in their personnel files within five (5) school days of the material being filed. The Principal will advise the member that a copy of the material being filed can be sent to the Union upon the member's request.

### ***Documents Respecting Performance or Conduct***

- 8.06 Copies of any document respecting the performance or conduct of a Member shall be given to the Member within five (5) school days of the writing of such document. A Member shall be given at least five (5) school days to respond, prior to the document being filed. In instances of serious performance concerns the timeframe for receipt of the document will be three (3) school days.

### ***Signature Not Approval***

- 8.07 The signature of a Member on any document respecting the performance or conduct of that Member shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

At the Member's discretion, comments may be added.

- 8.08 A Member shall have the right to place material in her/his personnel file.
- 8.09 A Member shall be entitled to note inaccuracies or errors in documents contained in the personnel file within ten (10) school days, by appending notices of corrections or inaccuracies to documents within the file which, in the Member's opinion, possess errors or inaccuracies.
- 8.10 If a Member disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Member stating the alleged inaccuracy, either confirm or amend the information and shall notify the Member in writing of its decision including reasons for that decision.

Where the Board amends such information per the above, the Board shall, at the request of the Member, notify all persons who received a report based on inaccurate information.

- 8.11 Disciplinary materials regarding harassment or assault may remain in a Member's file. Other disciplinary material shall be removed after two (2) discipline free years.

***Rights to Representation***

- 8.12 The Board recognizes the right of the Union to represent a Member at any meeting which could lead to discipline. The Board further recognizes the right of the Member to request Union representation, in advance, if a meeting will be considering his/her conduct or competence, or could lead to discipline of the Member.

***Access To Board Minutes***

- 8.13 a) The Board shall provide to the Local copies of any agendas, minutes and support documents at least two (2) days prior to all Board meetings and Board committee meetings.
- b) The Board shall permit a Member to inspect and make copies of minutes of all public meetings of the Board and public meetings of committees of the Board.

***Data for Negotiations***

- 8.14 Upon written request submitted at least five (5) school days in advance, the Local shall have access to or be furnished with a copy of any data in the Board's possession relevant to the negotiation and administration of this collective agreement including but not limited to the following:
- a) a statement of the current operating budget;
  - b) a statement of the current operating expenditures;
  - c) a statement of participation in each benefit plan covered by this collective agreement including a cost analysis thereof;
  - d) data respecting salaries, percentage of full-time assignments, allowances, category classification, teaching experience, and seniority concerning each Member covered by this collective agreement;
  - e) data respecting individual status of employment, such as a listing of Members on leave or on the recall list;
  - f) information and data respecting the Member complement, pupil enrolment and class size;
  - g) information and data respecting instructional time;
  - h) any documents received from government sources which relate to the funding and operation of the Board.

***Criminal Record Checks***

- 8.15 The Employer shall only release or report to the Ontario College of Teachers any information about an employee obtained pursuant to the requirements of Regulation 521/01 of the Education Act or any subsequent regulation or law dealing with the same subject matter for the purposes of exercising its statutory obligation.

**ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT**

- 9.01 Each Member of the bargaining unit shall be provided with a copy of this collective agreement, at Board expense, within thirty (30) days of the signing of the agreement. Each applicant, when accepted for employment, shall be provided with a copy of this collective agreement at Board expense.

**ARTICLE 10 - SALARY AND ALLOWANCES*****Credits and Contributions***

- 10.01 On or before October 1, and within one month of any negotiated change in salary or change in qualification, the Board shall provide to each Member a notice setting forth the following:
- Credit for teaching experience
  - Category classification
  - Salary and allowances
  - Benefit plan contributions
  - Accumulated sick leave credits
  - Deductions

**Method of payment**

10.02 Salary and allowances shall be paid to Members bi-weekly (26 pays per 12-month school year).

First pay (first pay prior to Labour Day) - August 30, 2002 to August 15, 2003.

In years where there are 27 pay periods, the pays will be prorated over the 27 pays.

First pay before Labour Day is considered as the first payment of the following school year, inclusive of any adjustments and one time payments.

Members retiring, beginning a maternity or leave of absence at or after the end of the instructional year must provide four weeks notice to receive the remainder of the annual salary in advance of the final pay of the school year.

When a scheduled pay falls on a holiday, the pay date shall be the preceding school day.  
Members shall receive an annual pay schedule in September.

**Statement of Salary and Deductions**

10.03 On the dates stipulated above, the Board shall issue to each Member a statement indicating the Member's salary and allowances, if any, and the deductions made therefrom. The Board will pay the Member by direct deposit on or before the dates stipulated above, provided that a statement of salary, allowances and deductions is provided to the Member on the same date.

**Grid Placement**

10.04 Each Member will be paid a salary as listed below.

**EFFECTIVE SEPTEMBER 1, 2004**

<u>Years of Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<1	33,580	35,717	36,925	40,183	42,395
1	36,041	38,299	39,764	43,047	45,589
2	38,500	40,882	42,602	45,883	48,782
3	40,959	43,464	45,441	48,718	51,975
4	43,420	46,046	48,281	51,882	55,169
5	45,880	48,627	51,118	55,048	58,361
6	48,339	51,210	53,956	57,911	61,554
7	50,798	53,793	56,795	60,747	64,748
8	53,260	56,374	59,633	63,911	67,941
9	55,720	58,957	62,473	67,075	71,134
10	58,180	61,540	65,311	72,777	77,521
11	61,540				

**EFFECTIVE SEPTEMBER 1, 2005**

<u>Years of Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<1	34,252	36,431	37,664	40,987	43,243
1	36,762	39,065	40,559	43,908	46,501
2	39,270	41,700	43,454	46,801	49,758
3	41,778	44,333	46,350	49,692	53,015
4	44,288	46,967	49,247	52,920	56,272
5	46,798	49,600	52,140	56,149	59,528
6	49,306	52,234	55,035	59,069	62,785
7	51,814	54,869	57,931	61,962	66,043
8	54,325	57,501	60,826	65,189	69,300
9	56,834	60,136	63,722	68,417	72,557
10	59,344	62,771	66,617	74,233	79,071
11	62,771				

EFFECTIVE SEPTEMBER 1,2006

<u>Years of Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<1	34,937	37,160	38,417	41,807	44,108
1	37,497	39,846	41,370	44,786	47,431
2	40,055	42,534	44,323	47,737	50,753
3	42,614	45,220	47,277	50,686	54,075
4	45,174	47,906	50,232	53,978	57,397
5	47,734	50,592	53,183	57,272	60,719
6	50,292	53,279	56,136	60,205	64,041
7	52,850	55,966	59,090	63,201	67,364
8	55,412	58,651	62,043	66,493	70,686
9	57,971	61,339	64,996	69,785	74,008
10	60,531	64,026	67,949	75,718	80,652
11	64,026				

EFFECTIVE 2006/2007 98<sup>TH</sup> INSTRUCTIONAL DAY

<u>Years of Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<1	35,286	37,532	38,801	42,225	44,549
1	37,872	40,244	41,784	45,234	47,905
2	40,456	42,959	44,766	48,214	51,261
3	43,040	45,672	47,750	51,193	54,616
4	45,626	48,385	50,734	54,518	57,971
5	48,211	51,098	53,715	57,845	61,326
6	50,795	53,812	56,697	60,853	64,681
7	53,379	56,526	59,681	63,833	68,038
8	55,966	59,238	62,663	67,158	71,393
9	58,551	61,952	65,646	70,483	74,748
10	61,136	64,666	68,628	76,475	81,459
11	64,666				

EFFECTIVE SEPTEMBER 1,2007

<u>Years of Experience</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<1	35,921	38,208	39,499	42,985	45,351
1	38,554	40,968	42,536	46,048	48,767
2	41,184	43,732	45,572	49,082	52,184
3	43,815	46,494	48,610	52,114	55,599
4	46,447	49,256	51,647	55,499	59,014
5	49,079	52,018	54,682	58,886	62,430
6	51,709	54,781	57,718	61,948	65,845
7	54,340	57,543	60,755	64,982	69,263
8	56,973	60,304	63,791	68,367	72,678
9	59,605	63,067	66,828	71,752	76,093
10	62,236	65,830	69,863	77,852	82,925
11	65,830				

10  
EFFECTIVE 2007/2008 98<sup>TH</sup> INSTRUCTIONAL DAY

Years of Experience	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
<1	36,424	38,743	40,052	43,587	45,986
1	39,094	41,542	43,132	46,693	49,450
2	41,761	44,344	46,210	49,769	52,915
3	44,428	47,145	49,291	52,844	56,377
4	47,097	49,946	52,370	56,276	59,840
5	49,766	52,746	55,448	59,710	63,304
6	52,433	55,548	58,526	62,815	66,767
7	55,101	58,349	61,606	65,892	70,233
8	57,771	61,148	64,684	69,324	73,695
9	60,439	63,950	67,764	72,757	77,158
10	63,107	66,752	70,841	78,942	84,086
11	66,752				

- 10.05 Where a Member is employed to work only part of the school year, the Member shall be paid a salary in accordance to his/her FTE in proportion to the number of days which the Member is employed in relation to the total number of school days in the school year (194 school days).

***Credit for Teaching Experience***

- 10.06 The following shall apply for the purpose of determining the annual salary appropriate to a Member's teaching experience.
- a) Credit shall be given for all full-time, part-time, credit continuing education and occasional teaching experience in elementary or secondary schools or equivalent.
  - b) Teaching experience, including occasional teaching experience, for a full-time assignment for a full school year shall be recognized as one full year credit.
  - c) 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 prorated to the nearest tenth.
  - d) Casual (daily) occasional teaching experience shall be recognized such that twenty (20) days of accumulated experience shall equal one-tenth of a year of credit.
  - e) Teaching experience as a credit continuing education teacher shall be recognized such that each five (5) hours of a credit continuing education assignment shall be equivalent to one (1) day's full-time teaching.
  - f) In no case shall a Member receive more than one full year's credit for a combination of teaching experience within one school year.

***No Adverse Effect***

- 10.07 No Member who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Articles 10.04 and 10.06.
- 10.08 Each Member's category classification on the salary grid shall be determined by the application of the current QECO program.

Should QECO develop a new program during the life of the collective agreement, the new program shall apply.

No Member's category placement shall be adversely affected by the application of a different QECO programme.

**Category Changes**

- 10.09 a) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31 the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of the Member's intention to submit the said documents.
- b) When a course or courses have been completed between September 1 and December 31 and when relevant documents are submitted to the Board on or before June 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to June 30, the salary adjustment shall be retroactive to January 1, provided notification is made prior to June 30 of the Member's intention to submit the said documents.

10.10 ***Effective September 1, 2005***Positions of Responsibility Allowances

School Lead Teacher	\$ 1,600
Area Leader Teacher	\$ 1,600
System Lead Teacher (Trail and Behaviour Lead)	\$ 2,700
Area Resource Teacher	\$ 3,800
System Curriculum Lead Teacher	\$ 4,800

10.11 ***Effective September 1, 2005***Extra Degree Allowance

Doctorate	\$ 1,300
Masters	\$ 1,100

One additional undergraduate degree,  
with the exception of a Bachelor of  
Education

\$ 475

All of the above extra degree allowances apply only if not used for category placement.

**Payroll Deduction**

- 10.12.01 At the request of the Local and with the authorization of the Member, the Board shall make the appropriate payroll deductions from a Member's pay for the following purposes:

- ? Group RRSP contributions
- ? United Way contributions/charitable contributions

NOTE: Individual Members are not exempt from deductions ratified by the membership.

- 10.12.02 At the request of the Local, the Board shall make the appropriate payroll deductions from a Member's pay for the following purposes:

- ? Local Union levy
- ? Other purposes as requested by the Union
- Member owned benefit plans (example LTD)
- ETFO Humanity Fund

NOTE: The Union will indemnify and save harmless the Board in respect of any deductions or remittance made pursuant to this clause.

**ARTICLE 11 - TRAVEL EXPENSES**

- 11.01 A Member shall receive travelling expenses at the Board rate when travelling to and from an educational meeting, convention or workshop within the District as approved by the Director or designate.

- 11.02 An itinerant Member who instructs in more than one school as a result of surplus to school, or placed by the Board shall receive travelling expenses at the Board rate for the distance travelled between the schools during the school day. This does not apply to members who choose to increase time or change location.

## ARTICLE 12 - STAFFING AND WORKING CONDITIONS

- 12.01 In accordance with the Education Act, related Statutes and Regulations of the Province of Ontario, the Board agrees to staff elementary schools based on September 30 enrolment and Ministry of Education funding using the prescribed staffing ratios.
- 12.01.01 The following staffing factors shall be used as guidelines for consultation in the Board determining school staffing for the 2005/2006 school year, consistent with Ministry funding. A copy of the average class size report will be provided to the Bargaining Unit President at the same time as the submission to the Ministry of Education.

These factors may be adjusted annually to reflect Ministry grants which provide for lower class size.

### Divisional Factors FTE

JK/SK	20
1 - 2	20
3	22
Junior	27.2
Intermediate	28.2

### Small Schools

< 100 students	0.6
100 – 199	0.5
200 – 224	0.4
> 225	0

### Preparation Time

160 minutes per FTE teacher September 2005  
 180 minutes per FTE teacher September 2006  
 190 minutes per FTE teacher September 2007  
 200 minutes per FTE teacher September 2008

### Student Services

number of students less DC/RDL divided by factor of 270

## 12.01.02 **Teacher Preparation Time**

- 12.01.02.01 Preparation time shall be used for professional activities as determined by the teacher, and shall be assigned only during the three hundred (300) minute Instructional School Day as defined in 12.06. Preparation time shall be spent in the school unless the teacher has the consent of the principal to leave the school.
- 12.01.02.02 For the year commencing September 1, 2004 and ending August 31, 2005, all existing provisions and practices respecting preparation time will remain in effect.
- 12.01.02.03 a) Effective September 1, 2005, preparation time will be assigned in units of at least twenty (20) minutes.  
 b) Preparation time will be pro-rated for part-time teachers.  
 c) Preparation time coverage will be timetabled.  
 d) Existing provisions or practices respecting preparation time shall not be eroded on a school level basis.



- 12.01.02.04 Effective September 1, 2005, in developing class and teacher timetables, principals shall schedule one hundred and sixty (160) minutes of preparation time per week, free from classroom instruction, supervision or other required duties, or three hundred and twenty (320) minutes per two weeks within the instructional day, as defined in Article 12.06.

In addition, for the 2005/2006 school year, the February 3, 2006 Professional Activity Day, will be used for individual teacher directed activities such as assessment, reporting, curriculum planning or professional development. Any involvement in Board or school level activities is strictly voluntary.

The afternoon of December 2, 2005, will be considered a lieu day for members who were in attendance for parent interviews on the evening of December 1, 2005 and the morning of December 2, 2005.

- 12.01.02.05 Effective September 1, 2006, in developing class and teacher timetables, principals shall schedule one hundred and eighty (180) minutes of preparation time per week, free from classroom instruction, supervision or other required duties, or three hundred and sixty (360) minutes per two weeks within the instructional day, as defined in Article 12.06.

In addition, effective September 1, 2006, one and a half (1.5) Professional Activity Days will be designated. These days will be used for individual teacher directed activities such as assessment, reporting, curriculum planning or professional development. Any involvement in Board or school level activities is strictly voluntary. These dates are to be mutually agreed to by the Board and the Union. It is understood that P.A. day(s) in June or P.A. days(s) prior to the start of the school year for pupils will not be used.

If mutual agreement cannot be reached for the full day Professional Activity Day the "secondary semester turn around day" will be considered as the 1.0 Professional Activity Day.

If mutual agreement cannot be reached on the additional one half Professional Activity day date and a member has been in attendance for parent interviews during the evening prior and the morning of the Professional Activity Day, the member shall be granted one half lieu day in the afternoon of the Professional Activity Day. It is understood that the half day lieu day is at no additional cost to the Board.

- 12.01.02.06 Effective September 1, 2007, in developing class and teacher timetables, principals shall schedule one hundred and ninety (190) minutes of preparation time per week, free from classroom instruction, supervision or other required duties, or three hundred and eighty (380) minutes per 2 weeks within the instructional day, as defined in Article 12.06.

- 12.01.02.07 Effective September 1, 2008, in developing class and teacher timetables, principals shall schedule two hundred (200) minutes of preparation time per week, free from classroom instruction, supervision or other required duties, within the instructional day, as defined in Article 12.06. No more than four (4) units of preparation time will be scheduled in less than forty (40) minute blocks of time.

12.01.02.08 **Reporting Day**

Effective September 1, 2005, each full time member will be assigned 1 day to be used for assessment, reporting, curriculum planning and professional development (pro-rated for part-time teachers).

The timing of the day shall be at the discretion of the member in consultation with the principal limited only by the availability of occasional teachers. Where possible this day will be tentatively scheduled by the end of the second term. The scheduling will not conflict with any Board initiatives which have been planned. This is an annual non-cumulative entitlement not to be used to extend an existing vacation period.

**District Staff Advisory Committee**

- 12.02 A District Staff Advisory Committee shall be established, composed of up to three Union representatives and three Board representatives. The Committee may request the attendance of resource personnel employed by the Board. The Committee shall determine its own Terms of Reference and reporting

schedule. The Terms of Reference shall include but not be limited to the following:

- allocate staff to schools in an equitable manner within the provincial funding formula
- monitor and investigate the procedures for staffing, layoff, recall, transfer and exchange
- gather and analyse district data on instructional time, support for exceptional students, class size, and preparation times
- provide support to School Staff Advisory Committees in fulfilling their mandate
- determine a process for dealing with staff affected by twinning and/or closing of schools
- by the end of the second week of September, review actual enrolment and make necessary staff changes
- each fall hold a joint steward/administration meeting, as referenced in Letter of Agreement, page 39
- discuss joint professional development opportunities
- annually following the approval of the school year calendar, determine the 1.5 Professional Activity dates to be assigned for professional activities as determined by the teacher
- provide input and make suggestions regarding Board initiatives

The Committee shall meet on a regular basis as scheduled at the request of either party.

#### ***School Staff Advisory Committee***

- 12.03 In order to ensure staff involvement in matters affecting school organization and timetabling a School Staff Advisory Committee will be established in every school. The Workplace Steward is a Member of this Committee. This committee will participate in an advisory capacity with the principal in the school organization, scheduling of instructional time, including preparation time for the following school year, using organizational proposals and/or suggestions submitted by staff. This committee shall also be consulted if staff reorganization is required in September. Individual teaching assignments shall not be considered by the School Staff Advisory Committee.

The committee shall be in place from October 1 to September 30. Committee membership will be forwarded to the Superintendent of Elementary Education and the ETFO Bluewater Local President by October 1.

#### ***School Year***

- 12.04 The length of the school year shall be the minimum required under the Education Act and the regulations thereunder. No member shall be required to work before the start of the school year for pupils unless a Professional Activity/Professional Development Day is scheduled prior to the start of the school year for pupils.

#### ***Extra-Curricular Activities***

- 12.05 It is understood that extra-curricular activities are voluntary.

#### ***Instructional Time***

- 12.06 The instructional day shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first and ending with the student's dismissal from school for the day exclusive of lunch and recess/nutrition break(s).

Part-time members shall have their instructional day pro-rated.

#### ***Lunch Break***

- 12.07 Each Member shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day. A member's scheduled lunch break shall be no sooner than one instructional period before or one instructional period after the students' scheduled lunch break.

#### ***Time for Travelling***

- 12.08 A Member who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period, unless by mutual consent of the Member, the Local and the Board.

### **Member Absence**

- 12.09 When a Member is absent, Members will not be required to relinquish preparation time when another Member is absent. Members will not be given extra supervision time when another Member is absent unless it will be rescheduled within 10 days.

A member is only required to report an absence to his/her Principal or designate.

### **Member Covering Short Term Absence of Administrator**

- 12.10 A Member who covers a temporary absence of a school administrator will respond to emergencies and follow a plan to ensure the health and well-being of staff and students. When circumstances require the Member to be released from regular teaching duties, an occasional teacher will be hired and charged to the school budget.
- 12.10.01 The Member who is covering for an absent administrator, and who is not receiving the lead teacher allowance, shall be paid a premium rate of \$20.00 per half day and \$40.00 per full day.

### **Staff Meetings**

- 12.11 System activities will not be scheduled on Wednesday to allow for staff and divisional meetings at the school level on that day.

At the beginning of the school year, all teaching staff in each school shall meet to schedule school staff and divisional meetings.

### **Members at other Worksites**

- 12.12 Where students are in elementary school programs (JK to Grade 8) and the physical location of the class/grades normally considered to be in elementary schools changes, those students will continue to be taught by elementary teachers who will retain membership in ETFO.

### **Medical Procedure**

- 12.13 No member shall be required to administer medication or perform any medical or physical procedure on any pupil, except in emergencies.

### **Supervision Duties**

- 12.14 For the purpose of the supervision provisions of the collective agreement, supervision time shall be defined as the time a teacher is assigned to supervise students outside the 300 minute instructional school day as defined in 12.06.

Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional school day as defined in 12.06.

For greater certainty, supervisory duties include assigned duties such as recess duty, yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the start of Opening Exercises or the start of instruction in the morning, whichever comes first, and before the commencement of classes following the lunch/nutritional interval, during the lunch/nutritional interval, nutritional break or recess breaks and after the 300 minute instructional school day.

- 12.14.01 Provided that student safety is protected, and subject to there being no additional cost to this school Board or the government, each elementary teacher shall perform supervision duties according to the following schedule and terms as defined in Article 12.14.

No teacher shall be required to perform supervision duties in excess of the amount of supervision duties that the teacher was required to perform as of March 1, 2005 unless the teacher's assignment or worksite is modified or changed. In the event of such modification or change, the teacher's supervision time shall be equal to the supervision time required of other teachers in the same school who perform equivalent

assignments. If there is no such modification or change, each teacher shall continue to be required to perform the same amount of supervision duties as performed as of March 1, 2005 so long as the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.

Effective September 1, 2005, the Board shall ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five day week.

Effective September 1, 2006, the Board shall make every reasonable effort to reduce the amount of supervision time each teacher is required to perform to a maximum of 80 minutes in a five day week.

12.14.02 Supervision duties shall be distributed equitably amongst staff.

12.14.03 Supervision time for teachers in less than a full-time assignment shall be pro-rated.

12.14.04 Notwithstanding the foregoing, it is recognized and understood that a Lead Teacher, may be assigned to supervision in excess of the foregoing when covering for an absent administrator.

12.14.05 ***Board/Union Supervision Committee and School Supervision Committee***

The Board and the Union shall establish within seven (7) school days of the ratification of this agreement a Board/Union Supervision Committee made up of three representatives of the Union and three representatives of the Board.

In addition, each school shall establish, within seven (7) school days of the ratification of this agreement, a School Supervision Committee made up of the school principal and/or vice-principal, the Workplace Steward and two (2) additional teachers appointed by the ETFO Members assigned to the school.

Meetings of the School Supervision Committee are considered voluntary.

The Board/Union Supervision Committee will develop supervision guidelines for schools for implementation each September no later than May 30 or a date agreed upon by the parties.

By June 15<sup>th</sup> or a date agreed by the parties of each school year, each School Supervision Committee shall create and submit a proposed supervision schedule for the following school year to the Board/Union Supervision Committee for approval.

The Board/Union Supervision Committee shall approve the School Supervision Committee model if it conforms with the provisions of this agreement.

If the School Supervision Committee cannot agree on a supervision schedule or if there is a dispute with respect to the supervision schedule at the school level, the Board/Union Supervision Committee shall develop an alternative supervision schedule which is consistent with the provisions of this agreement. In the event that the Board/Union Supervision Committee is unable to agree on such a model prior to June 30 of the relevant school year, the differences between the parties shall forthwith be forwarded to the Provincial Stability Commission for a binding decision.

12.14.06 In the event of a change of staffing allocation in September, the supervision schedule shall be revised consistent with Article 12. 14.

***Collection of Money***

12.15 Teachers who are required by the Board to collect money are not responsible for the sorting, counting and or banking of this money.

***WHMIS***

12.16 A Member requiring Workplace Hazardous Material Information System (WHMIS) training will be given release time during the instructional day to complete the necessary training.

***Report Card Administrator Duties***

- 12.17 A Member who volunteers to perform administrative duties with regards to the Provincial Report Cards including and not limited to the set-up, merging, and printing shall be given appropriate release time to perform these duties.

### **ARTICLE 13 - ADMINISTRATIVE REPLACEMENTS**

- 13.01 When a Principal/Vice-Principal will be absent from the school for a period of more than five (5) consecutive work days but less than one school year, the Board may appoint a Member of the Union as an Acting Principal or Vice-Principal to fulfill the duties of the absent administrator.
- 13.01.01 The Acting Principal/Vice-Principal shall be paid at the starting grid salary rate for the position, pro-rated for the period of the acting assignment or the Member's regular salary, whichever is greater and shall be subject to the same working conditions as a Principal/Vice-Principal in that school for the period of the acting assignment.
- 13.02 The Member shall be entitled to return to the Member's former position in the Union, with full rights and privileges as though there had been no break in service within the Union provided that the Member's term(s) as Acting Principal or Vice-Principal does not exceed 193 days within three years.
- 13.03 An Occasional Teacher shall be hired to replace a Member of the Union who is appointed as an Acting Principal/Vice-Principal.
- 13.04 The Board or the Member may terminate the appointment as an Acting Principal/Vice-Principal subject to ten (10) working day's written notice.
- 13.05 Members serving as an Acting Principal/ Vice-Principal shall not discipline or evaluate other Members.
- 13.06 The Member shall continue to be a Member of the Union with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union dues throughout the period of replacement.

### **ARTICLE 14 - BENEFITS**

- 14.01 The Board portion of the premium for Dental, Semi-private hospitalization, Extended Health Coverage (including vision care), Life Insurance and EAP shall be \$2,378.64 per FTE in 2004/2005; \$2,442.86 per FTE in 2005/2006; \$2,503.93 per FTE in 2006/2007 and \$2579.05 per FTE in 2007/2008.
- 14.01.01 The Board and the Local will establish the FTE based on the September 30<sup>th</sup> calculations. The Board will provide the Local with a statement outlining the amount of member share dollars being sent to the insurance provider.
- 14.01.02 For every new position created after September 30<sup>th</sup>, the Board will provide additional benefits funding. The amount is to be in accordance with 14.01, prorated to date of hiring.
- 14.02 The operation of this plan is outlined in the attached "Memorandum of Understanding".
- 14.02.01 The policy of the insurance carrier will prevail.
- 14.03 The Local shall inform the Board of the appropriate premiums to be deducted from the Member's payroll and remitted to the insurance provider as directed by the Local.
- 14.04 Premium deductions shall be remitted by the Board on or before the 15th day of the month immediately following the month in which the members' payroll deductions were made.
- 14.05 The Employer's contribution towards the premium cost of employee benefits shall be paid on or before the 15th of each month, from September until August, 1/12th of the Employer's contribution to the insurance provider as directed by the Local.

### ***Long Term Disability Plan***

- 14.06 The Local has full authority in determining the terms and conditions of the LTD plan and in selecting the insurer for the plan. The Board shall administer the LTD plan on behalf of the Local.
- 14.07 New hires will automatically be enrolled in the default plan, as defined by the Local, until a completed form indicating differently is returned or proof of alternate insurance is provided.
- 14.08 LTD premiums are paid by the Member through payroll deductions.
- 14.09 A Member 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 Member continues to accrue seniority.
- 14.10 The Board agrees to participate in early intervention and return-to-work rehabilitation programs initiated on behalf of disabled Members who have agreed to participate.
- 14.11 A Member on LTD may maintain his/her benefits through the Board, with the member paying 100% of the cost.

#### **ARTICLE 15 - INCLEMENT WEATHER**

- 15.01 When weather conditions make it unsafe for a Member to reach the Member's primary or alternate workplace, there will be no pay deductions or loss of other entitlements under this collective agreement.
- 15.01.01 In the fall, Members will notify their principal of their nearest school. Area principals will develop a plan to utilize identified Members as replacements for Members affected by inclement weather. Members affected by inclement weather will inform their home principal.

#### **ARTICLE 16 - SICK LEAVE**

##### ***Sick Leave Account***

- 16.01 The Board shall administer a sick leave plan and maintain a sick leave account for each Member who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Member as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

##### ***Transfer of Credits***

- 16.02 A Member who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act, which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment or non-teaching or teaching employment.

##### ***Sick Leave Credit Accumulation***

- 16.03 A Member shall be entitled to accumulate one hundred percent (100%) of the unused portion of the Member's sick leave, to a maximum of 320 days.

On the first day of each school year a full-time Member shall be credited an allowance of twenty (20) days sick leave and for the purposes of the plan, unused sick leave days shall be accumulated and carried forward from year to year. The sick leave credits for each Member will be carried forward to the District School Board from the boards in existence prior to January 1, 1998.

##### ***Pro-rated for Part-Time***

- 16.04 Each Member on part-time assignment employed at the commencement of or during a school year or each full-time Member who commences work after the start of the school year shall be credited with the number of full school days of sick leave equivalent to 10% of the time the Member is required to perform the duties and discharge the responsibilities of the teaching position involved. The total credit shall be given at the beginning of the school year or assignment.

**Leaves of Absence**

- 16.05 Leaves of absence for less than one full school year in duration shall result in the proration of sick leave days to the nearest tenth.

**Account Debited**

- 16.06 The sick leave account for each Member shall be debited one day for each day of absence due to illness.

**ARTICLE 17 - LEAVES****Personal Leaves**

- 17.01 Personal leave with salary and no loss of sick leave shall be granted by the Principal for the reasons listed below. The Principal shall inform the Director that leave has been granted. Reasons for these leaves are:
- a) quarantine
  - b) summons to serve as a juror
  - c) subpoena as a witness to any legal proceeding to which the Member is not a party
  - d) attending the birth of a child for whom the Member has a parenting responsibility.
  - e) religious observance of Holy Days
- 17.02 Personal leave with salary and loss of sick leave shall be granted by the Principal for the reasons listed below. The Principal shall inform the Director that the leave has been granted. Reasons for personal leaves are:
- a) writing examinations
  - b) graduation ceremony for the Member, or Members of the Member's immediate family
  - c) adoption of children (interviews)
  - d) calamity involving home or property
  - e) legal proceeding, including moving to a new place of residence on the day of the move, requiring the presence of the member not covered in 17.01c)
- 17.02.01 At the discretion of the Principal, in consultation with the Director, an additional day(s) may be granted for extenuating circumstances deemed to be beyond the control of the Member.

**At Cost Personal Leave**

- 17.03 Subject to the approval of the Principal, Members may be granted an at cost personal day restricted to a maximum of five (5) per year. The timing of such days will avoid extending existing vacation periods. The cost for such a day will be 1/194 of the minimum in Category A (Occasional Teacher cost). There will be no deduction from sick leave, and no impact upon pension subject to current Teacher Pension Plan regulations.

If due to extenuating circumstances, a Member needs a leave of absence which would extend an existing vacation period, the Member must apply in writing to the Director of Education for approval.

**Leaves of Absence**

- 17.04 After the completion of two years of teaching experience with Bluewater DSB, a Member who requests shall be provided a leave of absence for a period of one school year, without pay, subject to Article 24.
- 17.04.01 The leave may be provided by the Director (through the Principal) for reasons as, but not limited to:
- a) educational and/or professional development
  - b) travel
  - c) illness (self)
  - d) illness of a family member
- 17.04.02 Requests shall be made by March 1 prior to when the leave begins. Special notification consideration will be given in the case of extenuating circumstances.
- 17.04.03 The Member may maintain, at no cost to the Board, Member benefit plan coverage during the leave of absence through full premium payment.

- 17.04.04 Every attempt will be made to work out a mutually agreeable arrangement so that the Member shall be entitled to be returned, whenever possible, to the same, to a similar, or to a better position at the same location with the Board on return from the leave, subject to Article 24.
- 17.04.05 A Member granted a leave of absence to the end of the school year is required by the Board to give written notice to the Superintendent of Elementary Education (copy to the Union President) by February 28 of the current school year of the Member's intention for continued employment in the next school year.

#### ***Part Year Leave***

- 17.05 After the completion of two years of teaching experience with Bluewater DSB and at the discretion of the Director, the Member who requests may be granted a leave of absence for a period of less than one year, without pay, with assurance of re-employment, subject to Article 24. All requests shall be made in writing three months in advance of the leave. Any changes must be made by mutual consent 30 school days prior to the termination of leave. Special notification consideration may be given in the case of 17.04.01 a), c) and d).
- 17.06 Cancellation of leave subsequent to final approval is subject to mutual agreement of the Director and the Member concerned.
- 17.07 During such a leave of absence, a Member shall not accumulate sick leave credits, credit for teaching experience or seniority.

#### ***Parliamentary Leave***

- 17.08 A Member who is elected as a Member of the Provincial or Federal Government will be granted a leave of absence without pay and without other benefits provided by this Agreement to a maximum of five (5) years.
- 17.08.01 A written request to participate in such a leave shall be made to the Director of Education prior to the acceptance of the nomination, stating the date the leave would begin and the date of return if not elected. Other information may be required upon receipt of the request by the Director of Education.
- 17.08.02 The Member, upon return to the employment of the Board shall be:
- a) guaranteed a position with the Board;
  - b) credited with accumulated sick days, service and experience acquired prior to the leave of absence.

#### ***Part-Time Leave***

- 17.09
- a) A Member with a full-time assignment who, prior to April 1, requests a part-time leave commencing the following school year shall have the request granted. The scheduling of the leave in relation to the school timetable is at the discretion of the principal, consistent with 25.01.
  - b) A Member who requests and is granted a part-time leave for a specified period will return to the FTE of the previous assignment at the end of the leave period.
  - c) A Member may apply prior to May 1 for an extension of the Member's part-time leave and such extension shall be granted.
  - d) On return to a full-time assignment, the Member has the right to return to the school in which the original leave was taken, subject to the lay-off procedures in Article 24.

### **ARTICLE 18 - PREGNANCY, PARENTAL AND CHILD CARE LEAVES**

#### **18.01 Definitions**

- 18.01.01 "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.
- 18.01.02 "Plan" means the Supplementary Employment Insurance Benefits (S.E.B.) plan as described in section 63 of the Regulations to the Employment Insurance Act.
- 18.01.03 "Pregnancy Leave" - means a leave of absence under subsection 35 (1) of the Employment Standards Act.



## 18.02 ***Pregnancy Leave***

- 18.02.01 A Member employed with the Board for at least thirteen (13) weeks before the expected birth date is entitled to a pregnancy leave without pay.
- 18.02.01.01 A Member not qualifying for a pregnancy leave will be eligible for a leave of absence under Article 18.04 Child Care Leave.
- 18.02.02 A Member's request for a pregnancy leave must be in writing to the Director of Education or designate at least two (2) weeks before the date the leave is to begin. The written request should state the date the leave is to begin or when it began. Members are encouraged to provide four weeks notification to allow adequate time to meet the Pension Board requirements.
- 18.02.03 Upon request, a medical certificate stating the expected birth date shall be supplied by the Member.
- 18.02.04 The length of the leave shall be up to seventeen (17) weeks and may begin no earlier than seventeen (17) weeks before the expected birth date.
- 18.02.05 A Member who suffers from a pregnancy-related illness shall qualify for sick leave during the illness.
- 18.02.06 The Board shall continue to pay its share of the premiums for insured benefit plans under Article 14 for Members during pregnancy and parental leaves, provided the Member pays her share. Seniority, teaching experience and sick leave credits and any other relevant collective agreement entitlements shall continue during such leave.
- 18.02.06.01 The Board will deduct the Member's share of the benefit plan from the final pay prior to the start of the leave unless directed otherwise in writing.
- 18.02.07 A Member in receipt of Employment Insurance benefits shall be eligible to receive from the Board 100% of the Member's per diem rate of pay for the two (2) week waiting period and the difference between what a member received from E.I. and their per diem rate of pay for a maximum of a further six (6) week period. To receive payment, the Member must provide the Board's Payroll department with verification of the approved E.I. claim, indicating the amount of E.I. paid to the Member. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the Member taking their leave.
- 18.02.07.01 Members who do not qualify for E.I. maternity/ pregnancy benefits will be entitled to their sick leave bank, if requested, up to a maximum of six (6) weeks. Confirmation of pregnancy is required.
- 18.02.07.02 Entitlement to the Member's sick leave bank beyond the above six (6) week period in 18.02.07 and 18.02.07.01 will be based on supporting medical justification and sent to the Human Resources department
- 18.02.07.03 All Members on maternity/pregnancy leave will receive Record of Employment forms
- 18.02.08 A Member returning from a pregnancy leave shall be assigned to the original position or a comparable position or a mutually agreed upon position for which the member is qualified at the same worksite, subject to surplus and redundancy procedures.
- 18.02.09 A Member who has recovered from delivery but whose child is hospitalized, may interrupt her pregnancy leave by returning to work without the loss of the right to resume the leave.
- 18.02.10 A Member whose pregnancy terminates after the beginning of the 20th week preceding the estimated due date shall be entitled to utilize sick leave credits in accordance with Article 16.
- 18.02.11 If a pregnancy leave has been approved but the pregnancy terminates prior to the commencement of the leave, the Member may request withdrawal of the approved leave. The leave may be withdrawn earlier than the provisions set out in the Act, at the discretion of the Director.

- 18.02.12 If a pregnant Member, during her regular duties, is exposed to diseases or physical dangers which may cause harm to the unborn child, or, if a Member who has returned to work after a pregnancy leave, is exposed to diseases or physical dangers which may cause harm for the child whom she is breastfeeding, a solution to this situation will be realized by:
- a) consideration of altering the commencement date of the pregnancy leave if the dangerous condition relates to the Member's physical abilities;
  - b) temporary assignment to another location or duties;
  - c) use of sick leave credits.
- 18.03 **Parental Leave**
- 18.03.01 "Parental Leave" - means a leave of absence under subsection 38 (1)(a)(b) of the Employment Standards Act.
- 18.03.02 A Member who has been in the employ of the Board for at least thirteen (13) weeks is entitled to a Parental Leave without pay.
- 18.03.02.01 Parental Leave is a leave taken by a Member immediately following the Member's pregnancy leave, or
- 18.03.02.02 taken by a Member beginning before the end of the 35th week following either the date the child was born, or the date the child comes into the custody, care or control of the parent for the first time.
- 18.03.03 A Member intending to adopt a child should give the Director of Education, through the Principal, notice where possible, of the intent to adopt, so that when the child becomes available the Member may cease duty immediately.
- 18.03.04 A Member's request for a parental leave must be in writing to the Director of Education or designate at least two (2) weeks before the date the leave is to begin, or two (2) weeks after the Member stops working due to circumstances where the child comes into the custody, care or control of the parent for the first time sooner than expected. The written request should state the date the leave is to begin.
- 18.03.05 The length of the leave shall be for thirty-five (35) weeks or a shorter period as requested by the Member.
- 18.03.06 A Member on leave under clause 18.03 may, at the Member's discretion, maintain such benefits as shown in clause 18.02.07 with the Board paying its share of premium costs.
- 18.03.07 A Member returning from a parental leave shall be assigned to the original position or a comparable position or a mutually agreed upon position for which the member is qualified at the same worksite, subject to surplus and redundancy procedures.
- 18.03.07 A Member returning from a parental leave shall be assigned to the same position held prior to going on leave, subject to surplus and redundancy procedures.
- 18.03.08 Leave time shall accrue toward seniority as well as placement on the grid.
- 18.03.09 A Member who has given notice to the Board of the Member's intention of beginning his/her leave, as addressed in clauses 18.02 and 18.03, may revise those time lines, provided the request is in writing to the Director of Education or designate at least two (2) weeks before the original date the leave was to begin, and at least four (4) weeks before the original date the leave was to end.
- 18.04 **Child Care Leave**

- 18.04.01 Members shall apply for and be granted an unpaid child care leave for a period of up to two (2) years. Timing of the leave shall be by mutual agreement by the Member and the Board. Such leave may be an extension of pregnancy or adoption leave.
- 18.04.02 A Member on child care leave, who continues to pay her share of benefits, shall be eligible for full participation in benefit plans at no cost to the Board.
- 18.04.02.01 The Board will deduct the Member's share of the benefit plan from the final pay prior to the start of the leave, unless directed otherwise in writing.
- 18.04.03 A Member shall continue to accrue seniority during a child care leave to a maximum of two (2) years per such leave.
- 18.04.04 A Member returning from a child care leave shall return to the same school subject to surplus and redundancy procedures.
- 18.05 Salary shall be paid in accordance to the proportion of the school year taught.

#### **ARTICLE 19 - COMPASSIONATE AND FAMILY ILLNESS LEAVE**

- 19.01 Compassionate Leave shall be granted by the Principal, for the following:  
  
death in the immediate family (parent, sibling, child, spouse, immediate in-laws)  
For this purpose:
  - a) "parent" shall include a person who is in the position of a parent to the Member;
  - b) "child" shall include a person to whom the Member stands in the position of a parent;
  - c) "spouse" shall include a common-law or same sex partner with whom the Member resides.
- 19.01.01 Absence under 19.01 above may extend up to five consecutive school days without loss of pay and shall not be deducted from sick leave credits.
- 19.02 Compassionate Leave shall be granted by the Principal, for the death of grandparents, aunts, uncles, nephews, and nieces for up to three consecutive school days per occurrence, without loss of pay and shall not be deducted from sick leave credits.
- 19.03 Compassionate Leave shall be granted by the Principal, for the death of friends or other family members for one school day per occurrence without loss of pay and shall not be deducted from sick leave credits.
- 19.04 A leave of up to three days without loss of pay but shall be deducted from sick leave, shall be granted for emergency illness of a family member (as defined in 19.01 above) or medical appointment that cannot be scheduled out of work hours requiring the attendance of the member.

#### **ARTICLE 20 - DEFERRED SALARY LEAVE PLAN**

- 20.01 The DSLP shall afford members the opportunity to take a leave of absence for regular school year, for the period July 1 to December 31, or for the period January 1 to June 30 financed through the deferral of salary, consistent with Revenue Canada regulations.
- 20.02 Any Member with at least two (2) years of service is eligible to participate in the DSLP.
- 20.03 A Member shall make written application to the Board on or before March 1<sup>st</sup> of the school year prior to that in which the deferred leave plan is to commence, requesting approval for participation in the DSLP, and specifying salary deferral desired.
- 20.04 Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the Member on or before May 15<sup>th</sup> of the school year in which the request is made.

- 20.05 The DSLP shall be from two (2) to five (5) years' length including the year of leave, consistent with Revenue Canada regulations. The leave shall be taken in the last year of the plan.
- 20.06 Payment Formula and Retention of Deferred Salary:
- In each year of the DSLP preceding the year of leave, a Member shall be paid a reduced percentage of salary.
  - 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 Member and the Board.
  - 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 Member shall receive twice-yearly statements showing the total deferred salary plus accumulated interest
  - The deferred salary shall be paid to the Member in the year of leave, in the same manner as her/his salary would be or in a manner mutually agreeable to the Member and the Board.  
Interest accrued prior to the leave shall be paid in a lump sum.
  - Interest accrued during the year of leave shall be paid to the Member in the year it is earned.
- 20.07 During the period prior to the leave, the Member shall be entitled to the same benefits, allowances, vacation, sick leave, teaching experience credit and seniority as when not enrolled in the plan.
- 20.08 During the period of the leave, seniority and teaching experience credit will continue to accrue. Long term disability coverage shall be based on the salary the Member would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the Member's account during the year of leave.
- 20.09 On return from leave, the Member shall return to the same or a comparable position held prior to the leave.

#### ***Withdrawal***

- 20.10 A Member may withdraw from the DSLP anytime up to March 1<sup>st</sup> of the school year prior to that in which the leave is to be taken. The Member will pay the Board administration costs.
- Upon withdrawal from the DSLP, the Member 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 Member and the Board.
- 20.11 Should a Member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.
- 20.12 The Deferred Salary Leave Plan shall be subject to the Regulations under the *Income Tax Act*.

#### **ARTICLE 21 - UNION RELEASE TIME/LEAVE**

- 21.01 At the request of the Union, the Board shall grant release to those Members named by the Union, up to two (2.0) FTE. The Local agrees to reimburse the Board on a prorated basis in an amount equal to the lowest two (2) FTE members of the Bargaining Unit, as well as the cost of any allowance as set out by the Local.
- Effective 2005-2006 school year, in addition to their regular salary the President shall be paid an amount equal to 10% of A4 Max.
- Effective 2005-2006 school year, in addition to their regular salary the Vice-President shall be paid an amount equal to 7.5% of A4 Max.
- 21.01.01 A member who is on a leave or a secondment where the Board is reimbursed for the member's salary the Board shall remit the full amount of benefits to the bargaining unit.
- 21.02 The persons named 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 and teaching experience, as if working at their normal assignment.

- 21.03 The Board shall grant release time from teaching duties for Members named by the Union. The Union shall reimburse the Board for its actual replacement costs if any. The Member(s) shall continue to accumulate seniority and teaching experience for the period of the leave.
- 21.04 The Board shall grant a leave of absence to a Member who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the Member's total salary and other benefits. The Member shall continue to accumulate seniority and teaching experience during the period of leave.
- 21.05 A Member returning from a Union leave has the right to be reassigned to the same, equivalent or better position at the same location prior to going on leave, subject to the lay-off procedures in Article 24.

## **ARTICLE 22 - RETIREMENT GRATUITY PLAN**

- 22.01 This plan shall apply to all full-time and part-time Members employed by the Board.
- 22.02 A Bargaining Unit Member who has completed ten (10) years of continuous service with the Board or its predecessors immediately prior to retirement and who will be receiving a pension (or commuted value of pension) under the provisions of the Teachers' Pension Plan Act immediately upon retirement shall be entitled to the payment of a gratuity on retirement.
- 22.03 Definitions:  
Any leave of absence granted by the Board will not constitute an interruption in continuous service or loss of seniority for purposes of Article 22.
- 22.04 Where part or all of a Member's salary is paid during a leave of absence, that Member may count the period of leave as full teaching experience for the purpose of Article 22.
- 22.05 The amount of gratuity shall be calculated as follows: after 10 continuous years with the Board or its predecessors, a Bargaining Unit Member retiring and qualifying for a pension (or its commuted value) under provisions of the Teacher's Pension Plan shall receive a gratuity of 30% of annualized salary at the date of retirement and for each additional year with the Board a further 2% up to a maximum allowance for eighteen years and over of 50% of annualized salary at the date of retirement, times the number of days to the Member's credit (maximum 200) in the Cumulative Sick Leave reserve at the time of retirement, divided by 200.  
*Examples:*  

$$12 \text{ year's service} = \frac{35}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200} \text{ ( up to 200)}$$

$$18 \text{ year's service} = \frac{50}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200} \text{ ( up to 200)}$$

$$22 \text{ year's service} = \frac{50}{100} \times \text{annual salary} \times \frac{\# \text{ of days}}{200} \text{ ( up to 200)}$$
- Note: Annual salary shall mean the Member's end rate yearly salary that the Member would have received had the Member worked the full year. This will not exceed 50%. Exceptions to this calculation for approved leaves are addressed in 22.08
- 22.06 In the event of the death of a Member, the amount of retirement gratuity that would have been paid to the Member if the Member had retired on the date of death shall be paid to the estate.
- 22.07 The Sick Leave Credit gratuity shall be paid in one payment or in a manner mutually agreed upon.

Teachers retiring at the end of a school year will be paid retirement gratuity by the 5th Board business day in September, in the school year following retirement. Teachers retiring at any other time will be paid retirement gratuity within sixty (60) days following effective date of retirement.

- 22.08 A Member who applies to the Board and receives an approved Leave of Absence (full or part-time) within three years of his/her eligible retirement factor as determined by the Ontario Teachers' Pension Board shall be eligible to receive a retirement gratuity based on the applicant's F.T.E. status at the time of application for the leave.

### **ARTICLE 23 - SENIORITY**

- 23.01 Seniority shall be counted as total full-time equivalent permanent elementary teaching experience with the Board and the predecessor Boards. This includes all permanent, probation and occasional elementary teaching experience. Effective September 1, 2002, occasional elementary teaching experience will refer only to long term occasional experience.

For those hired after August 31, 2005, seniority shall be counted as total full-time equivalent permanent elementary teaching experience with the Board and the predecessor Boards.

- 23.02 Tie-Breakers are as follows: (in descending, non-cumulative order)
- total Bluewater long term occasional elementary teaching experience
  - total full-time equivalent elementary teaching experience in Ontario, excluding Bluewater DSB long term occasional elementary teaching experience
  - total full-time equivalent elementary teaching experience;
  - by lot
- Rounding of teaching experience will be to 1/10th of a year.

- 23.03 The seniority list will be forwarded to the Local President and to all schools/worksites by January 31. Any discrepancies shall be reported by members with fifteen (15) working days following receipt of the List at the school/worksite. Discrepancies shall be investigated and the List amended as appropriate. The final list will be forwarded to the Local President and to all schools/worksites.

### **ARTICLE 24 - DISTRICT LAY-OFF/SCHOOL SURPLUS AND RECALL PROCEDURES**

#### ***Notice of Possible Lay-Off***

- 24.01 On or before April 1, the Director shall convene a special meeting involving the Director, Superintendents and two representatives of the Local to determine whether layoffs will occur the following September. At this meeting a List of Board programs requiring protection for the next school year will be tabled by the Director. If there will be no system layoffs, then the Director will formally confirm this, in writing, to the Local by April 1.
- 24.02 Members on the surplus list who are qualified for the vacancy will be placed prior to external hiring. A Member shall not be declared surplus to a school or laid off from the District as a result of hiring external to the Local.

#### ***System Layoff***

- 24.03 If system layoff is to occur, the following process will be followed.
- 24.04 At least five instructional days prior to April 30, the Board and the Local's representatives shall meet and the Local shall be supplied with relevant information relating to the declaration of potential layoff of Members. Following this meeting and prior to the Members being notified, school principals will be supplied with relevant information relating to the potential layoff declaration.
- 24.05 By April 30, the District School Board will issue a list of those Members who will be laid off on the basis of seniority including those with low seniority teaching protected programs.

- 24.06 Members who will be laid off shall be notified, in writing, by the Director or designate by April 30. Declaration shall be on the basis of the Seniority List prepared in January. Included with the notification will be a data sheet and a copy of the Layoff List. The data sheet will request information on qualifications, current assignment, teaching preferences and locations. The Layoff List will be posted in all schools after those Members affected have received the appropriate notification. The Layoff List shall include those teaching in Board Programs Requiring Protection.
- 24.07 On or within five instructional days of the April 30 declaration the Board will meet with the representatives of the Local to supply them with relevant information related to the actual declaration.

### ***Surplus to School/Worksite***

- 24.08 When the full-time equivalent number of Members required for the next school year at each school has been determined, the principal, in collaboration with the Superintendent of Elementary Education shall develop a Surplus List for each school/worksite. The current school/worksite Seniority List and the organizational needs of the school/worksite including Board Programs Requiring Protection will be used in identifying surplus to the school/worksite. School /worksite Surplus Lists will be provided to the Local's representatives by May 10th. The Lists will include Members' names and be arranged in rank order by seniority.

#### **Notes:**

- (1) It is understood that Members on leave are included on the Seniority List of their most recent placement at a school, the Chesley Administration Centre, or the Institute for Studies of Environmental and Outdoor Education.
  - (2) Any new Board approved worksite location for Members will be subject to the terms of this Collective Agreement.
- 24.09 The principal shall notify all Members of the school/worksite staff if a surplus situation exists. Those affected by school/worksite surplus shall be notified in writing, by the principal, by May 15. Voluntary transfers may reduce the school surplus.
- 24.10 Where a Member transfers as a result of school surplus in any year and where a subsequent vacancy occurs in the sending school up to the last working day of that school year, the transfer may be revoked at the request of the Member.

### ***Transfer and Surplus to School/Worksite***

- 24.11 On or before June 5, the requests for transfer and the surplus to schools/worksites will be reviewed by the Superintendent of Elementary Education in consultation with the school principals and the Local representatives. The surplus to schools will be resolved and as many requests for transfers as possible will be accommodated. Those Members transferring must be qualified prior to starting the teaching assignment or agree to become qualified to teach in the subject areas required.
- 24.12 Following the surplus/transfer placements, principals will immediately submit the remaining job vacancies for their school to the Superintendent of Elementary Education. These vacancies will include Board Programs Requiring Protection. All vacancies will be posted internally for periods of three consecutive instructional days.

### ***Recall***

- 24.13 When all postings in the initial round have been completed, the Superintendent of Elementary Education will meet with the Local representatives and fill remaining vacancies from the Layoff List. Placement will be done by seniority grouping, using information included in the data sheet, in consultation with school principals where necessary.

### ***Recall***

- 24.14 After September 1, a Member who has been laid off shall have and shall retain for a period of 2 (two) school years the following rights:

- a) the right to be recalled to a vacancy on the basis of seniority and to be assigned to a position for which the Member is qualified or can reasonably be expected to become qualified, at the Member's expense before the Member is required to return.
- b) the right to receive a copy of information respecting terms and conditions of employment, including Seniority Lists;
- c) the right to continue to participate for one year in Extended Health and Dental benefit plans and to continue to participate for 6 months in Life Insurance, LTD, and A.D.D. benefit plans. Failure to remit premiums will result in termination of benefits.
- d) the right to be credited with seniority accumulated prior to layoff if recalled to a vacant position.

- 24.15 A Member who chooses not to accept any recall shall lose the right of recall.
- 24.16 Every attempt will be made by the Board to recall Members to within +/- 0.2 FTE of his/her former FTE. The placement will be done in consultation with the Local with the understanding that every attempt will be made by the Board to recall each Member to their original FTE.
- 24.17 Once recalled to a vacancy, regardless of FTE, the Member's name is removed from the Layoff List. Individuals may apply to internal postings to increase to their original FTE. For seniority purposes Members will maintain their full original FTE status for a period of two (2) school years.

#### ***District Layoff List***

- 24.18 Members remaining laid off after the staffing process is complete shall be part of the District Layoff List.
- 24.19 In September, when the full-time equivalent number of Members required at a worksite for the current school year is less than the number assigned the previous June, the principal, in collaboration with the Superintendent of Elementary Education shall develop a Surplus List for each school/worksite. These Members shall be placed by the District Staff Advisory Committee, in consultation with the principals and members based on qualifications and location.
- 24.20 Vacancies hereafter shall be posted internally for three days. If no Members apply for the position(s), then the principal(s) shall select a minimum of four individuals, based on seniority and information on the Member data sheet, from the Central Teaching Pool and conduct an interview. If an individual in the Central Teaching Pool declines an offered position, his/her name is removed from the pool.
- 24.21 A laid off Member who chooses to accept a long term occasional teaching assignment is eligible to accept a regular vacancy prior to completion of the long term assignment. After consultation between the Local and the Board, the Member may be required to complete the long term occasional position prior to moving to the Member position. If the individual being replaced in the long term occasional assignment does not return as scheduled, the Member may be required to remain in the position until the end of the current school year. The Member will enjoy all rights and privileges provided under the Collective Agreement upon acceptance of the position.

#### ***General Procedures***

- 24.22 Any discussions between official representatives of the Board and Members regarding Board initiated transfers, surplus, layoffs and/or appointments, shall be held after the Member's regular work day, or earlier at the discretion of the Member and the Board's representative. The Member shall have the opportunity to have a Local representative present.
- 24.23 The District Layoff/School Surplus, and Recall Procedures will be reviewed annually by the District Staff Advisory Committee. Any amendments shall be made by mutual agreement.

### **ARTICLE 25 - PART-TIME ASSIGNMENTS**



**Part-Time Scheduling**

- 25.01 Part-time scheduling will be in relation to the school timetable and at the discretion of the principal. Consistent with student programming requirements, the principal shall endeavor to meet the Member's timetabling request.

**Scheduling of Assignments**

- 25.02 In assigning duties to a Member on part-time assignment, the Board shall schedule assignments consecutively during the working day. The Board may schedule assignments non-consecutively only with the consent of the Member.

**Pro-rated Benefits**

- 25.03.01 Member on part-time assignment shall have the right to participate on a pro-rated basis in all benefit plans.

**ARTICLE 26 - GRIEVANCE PROCEDURE**

- 26.01 A "grievance" shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, of any relevant legislation, or of an existing practice, including any question as to whether the matter is arbitrable.
- 26.01.01 A "party" shall be defined as the Union or the Board.
- 26.01.02 "Days" shall mean school days unless otherwise indicated.
- 26.02 A Member shall have the right to have a representative present from the Union to assist the Member at any stage of this Grievance and Arbitration procedure.
- 26.03 **Grievance Procedure - Individual**
- 26.03.01 **Complaint Stage**  
A Member may initiate a complaint in writing with the immediate supervisor (the Principal in the case of all Members assigned to schools) who shall answer the complaint in writing within five (5) days after receipt of the complaint. A copy of any such complaint and proposed remedy must also be forwarded to the Local President or Designate and Administrator of Employee Relations. Any resolution of a complaint must receive the approval of the Local.
- 26.03.02 **Step 1**  
If the reply of the immediate supervisor of the grievor under the Complaint Stage is not acceptable to the Member, or where the Local sees the need to initiate a grievance on behalf of one or more of its Members, the Local assumes ownership of the matter and may initiate a formal grievance proceeding. The first stage shall be to submit a written grievance with the Human Resources Department, who shall answer the grievance in writing within five (5) days after receipt of the grievance. The Local may agree to extend the timeline for this step up to five (5) days. Any extension shall be recorded, signed and dated by the Human Resources Department and the Union.  
The grievance shall contain:
- i) a description of how the alleged dispute is a violation of the Agreement; and
  - ii) the clauses in the Collective Agreement alleged to be violated; and
  - iii) the relief sought (remedy); and
  - iv) the signature of the duly authorized official of the Bargaining Unit
- 26.03.03 **Step 2**  
If no settlement is reached, the grievance shall be submitted in writing to the Director of Education. The Director shall answer the grievance, in writing, within five (5) days.
- 26.03.04 **Step 3**

If the reply of the Director is unacceptable to the Union, the Union may then submit the grievance to arbitration within twenty (20) days of receipt of the reply.

#### 26.04 **Grievance Procedure - Policy & Group**

In the case of all grievances by a party, (including policy grievances, those on behalf of a group of Members, retired Members or a deceased Member), the party making the grievance may take the following steps in sequence to resolve the matter.

The grievance shall contain:

- i) a description of how the alleged dispute is a violation of the collective agreement; and
- ii) the clauses in the Collective Agreement alleged to be violated; and
- iii) the relief sought (remedy); and
- iv) the signature of the duly authorized official of the Party initiating the grievance

##### 26.04.01 **Step 1**

The Party initiating the grievance shall submit the written grievance to the Human Resources Department or President of the Local, as the case may be, who shall answer in writing within five (5) days. The Board may proceed directly to Step 3 if not satisfied.

##### 26.04.02 **Step 2**

Failing settlement at Step 1, a Union grievance shall be submitted, in writing, to the Director of Education. The Director shall answer the grievance, in writing, within five (5) days.

##### 26.04.03 **Step 3**

If the grieving party is not satisfied with the response of the other party, the grieving party may submit the grievance to arbitration within twenty (20) days of receipt of the reply.

26.05 Where the Board fails to meet any of the timelines identified in 26.03.01, 26.03.02, 26.03.03, 26.03.04, 26.04.01 26.04.02 and 26.04.03 the grievance shall advance automatically to the next stage, or may be extended if mutually agreed upon.

#### ***Grievance Mediation***

26.06 At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

26.06.01 The timelines outlined in the grievance procedure shall be frozen at the time that the parties mutually agree in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated, the timelines in the grievance shall continue from the point at which they were frozen.

#### ***Arbitration***

26.07 The party submitting the grievance to arbitration shall notify the other party in writing of its intent. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient shall, within five (5) days, inform the other party either that it accepts the other party's appointee as a single arbitrator, or inform the other party of the name of its appointee to the Arbitration Board. Where two appointees are selected, they shall, within five (5) days of the appointment of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair person within five (5) days, the appointment shall be made by the Minister of Labour upon request by either party.

26.07.01 When either party requests that a grievance be submitted 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.

- 26.07.02 When both Parties agree, 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 ten (10) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within ten (10) 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.
- 26.07.03 An arbitrator shall give a decision within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded.
- 26.07.04 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.
- 26.07.05 The Arbitrator or Arbitration Board, as the case may be, shall not by their or its decision, add to, delete from, modify or otherwise amend the provisions of this Agreement.
- 26.07.06 Time restrictions within Article 26.07 may be extended if mutually agreed upon in writing.

#### ***Cost of Arbitration***

- 26.08 The Fees for a single Arbitrator, or a Chairperson of a Board of Arbitration, shall be shared equally by the parties.
- 26.09 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedures in this Agreement.
- 26.10 Should the investigation or processing of a grievance require that an involved Member or Union representative be released from regular duties, the Member shall be released without loss of salary or benefits. Where a Member is required to travel to such a meeting, the meeting shall be scheduled within the school day.

### **ARTICLE 27 - STRIKE OR LOCKOUT**

#### ***Strikes and Lockouts***

- 27.01 The Board agrees that there shall be no lockout of Members and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

#### ***Strike by Other Board Employees***

- 27.02 No Member shall be requested or required to perform the duties of any other Member or employee of the Board who is engaged in a strike. No Member shall be disciplined or penalized in any way for refusing to cross the picket line or for refusing to perform the duties of any other Member or employee of the Board who is engaged in a strike.

### **ARTICLE 28 - WORKPLACE STEWARDS**

- 28.01 The Local shall notify the Board in writing of the names of persons elected to office in the Local and of persons authorized by the Local to represent Members in a particular school or workplace on behalf of the Local (Workplace Steward).
- 28.02 The Board shall provide the Workplace Steward with access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- 28.03 The Board shall provide Members in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request.

- 28.04 The Local shall have access to its Members for Union business at all schools and workplaces provided that this does not interrupt the instructional program.
- 28.05 Principal and/or vice-principal of every school or workplace shall provide the Workplace Steward with information pertaining to the administration of this collective agreement at the school or workplace.

#### **ARTICLE 29 - CORRESPONDENCE**

- 29.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

#### **ARTICLE 30 - PROFESSIONAL DEVELOPMENT**

- 30.01 The Local will have formal representation on the District Staff Development Committee and the District School Year Calendar Committee.
- 30.02 An annual allocation per Member will be provided at the area level for staff development to support the implementation of the Ontario Curriculum. An annual plan will be developed at the area level by a committee of Administrators and Members representative of each school within the areas, consistent with effective principles of staff development as determined by the District Staff Development Committee. Terms of Reference will be reviewed at a joint meeting of Administrators and Workplace Stewards.
- 30.03 As members of the Board's school year calendar committee, the Union will have input into the use and distribution of the Professional Activity/Development Days.
- 30.04 The Board agrees to compensate teachers on a per diem rate or by the granting of lieu days for Board sanctioned work completed during holiday periods.

#### **ARTICLE 31 - TERMINATION OF EMPLOYMENT**

- 31.01 The Board and a Member 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 either June 30 or August 31.

Nothing herein prevents a Member and the Board from mutually agreeing in writing to the Member's resignation or retirement at any time.

- 31.02 A member who is eligible to retire or resigns during the school year may leave on a mutually agreed upon date. The vacancy can be filled by a long term occasional teacher until the end of the current school year. A minimum of four weeks written notice shall be given to the Board.

#### **ARTICLE 32 - EFFECTIVE PERIOD**

- 32.01 The Agreement shall be effective September 1, 2004, and shall remain in force and be in effect until August 31, 2008, and shall continue automatically thereafter for annual periods running from September 1 to August 31 unless either party notifies the other, in writing, within hundred and fifty (150) 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.
- 32.01.01 Notwithstanding the period of notice cited in 32.01, either party may notify the other, in writing within the period commencing January 1 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.
- 32.01.02 If either party gives notice of its desire to negotiate amendments in accordance with 32.01, the parties shall communicate within fifteen (15) days from the giving of notice to arrange dates to commence negotiations for the renewal of the Agreement in accordance with the Ontario Labour Relations Act.

- 32.02 It is understood and agreed that in the event that a new Agreement has not been reached by the date of expiry of this Agreement, all terms and provisions of this Agreement shall continue in force and effect until such time as it is superseded by a new Agreement, subject to the Labour Relations Act.
- 32.03 Amendments (additions or deletions) to the clauses defined herein shall be made only by mutual written consent of the parties concerned in this Agreement. No changes can be made to this Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.
- 32.03.01 This Agreement shall supersede all previous Agreements. Except for error, inadvertence or omissions, it shall form the basis of computing all salaries and determining other conditions defined herein.

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
BLUEWATER DISTRICT SCHOOL BOARD  
AND  
ETFO BLUEWATER LOCAL**

**RE: Benefit Plan**

This agreement is between the Bluewater District School Board and the Teacher's Bargaining Unit of ETFO Bluewater Local. It is established for the purposes of determining the roles of both parties in the operation of the benefit plans established and operating for the members of the ETFO Bluewater Local as a result of Article 14 of the current Collective Agreement between the parties (1998-2000).

The Parties agree as follows:

1. The Bluewater District School Board is responsible for the administration of the benefit plans established under the collective agreement. Specific Administrative duties include those listed below:
  - ? Provide new employees with the appropriate information and forms to allow enrolment in the plan(s) within 31 calendar days of the member's eligibility date. For these purposes, "eligibility" will be defined as "first day of work" for new hires/employees of the Board, or as "first day of work" after return from a leave under the collective agreement for those employees whose leave affected their enrolment in the benefit plans. The Board also agrees to administer late entrant applications after the 31st day limitation and remit them to OTIP/RAE for carrier approval.
  - ? Provide notice to an employee of the benefit coverage options available to them while on a leave of absence under the collective agreement. The options must be outlined prior to the commencement of the leave and the appropriate forms provided.
  - ? Provide appropriate claim forms in all work locations.
  - ? Provide updated coverage reports at least quarterly. These reports will list members enrolled in each plan and the status of each member's coverage including those undertaking a leave under the collective agreement. Copies of such reports shall be submitted to the Bargaining Unit and to OTIP/RAEO.
  - ? Deduct appropriate premiums for each member's benefit plan(s) and remit to OTIP/RAEO with supportive documentation (ie. New applications, coverage reports, etc.) Such premiums will be according to the terms of the current collective agreement (Article 14).
  - ? Provide notice to the ETFO Bluewater Local office regarding individuals who are absent from work for a period of 20 days or more.
  - ? Provide members with LTD claim kits upon employee request and complete the Plan Administrators Statement.
  - ? Provide and/or complete a disabled member's life insurance waiver in compliance with the current insurance policy.
  - ? Submission of T.P.P. contributions in accordance with the current LTD insurance policy.

2. The ETFO Bluewater Local is responsible for the selection of the carrier(s), specifics of insurance coverage, option of election and all aspects of management of the benefit plans save payroll deductions and administration. The Bargaining Unit will also assume responsibility for the following elements of the plans' operations:
  - ? Make arrangements to resolve and deal with the final disposition of the "Adjudication of Claims" issue with the insurer.
  - ? Assume responsibility for any modification to the existing policies in conjunction with OTIP/RAEO and the insuring company. This responsibility includes but is not restricted to the addition, modification or deletion of policy provisions.
3. Both parties agree to meet as appropriate to undertake a financial review of operating benefit plans. Such meetings shall also be used to determine any additional information or duties which may be required for the ongoing maintenance and operation of the benefit plan in place at that time.

This committee will also consider the manner in which any deficit, if this should be the case, would be dealt with. In the case of a surplus, at the Local's discretion, monies will be forwarded to the Local in trust to be used for benefit enhancements, to set up a reserve, or benefit administration costs. The Local will provide a full accounting and documentation at the end of each fiscal year.

This Memorandum is deemed to be part of the Collective Agreement between the Bluewater District School Board and the ETFO Bluewater Local and shall be included in the Collective Agreement inside the signature page. The terms of this Memorandum of Understanding are grievable and arbitrable. The Board shall not be held liable for the responsibilities of the Bargaining Unit set out under Section 2 above.

Dated at Chesley, Ontario this 21st day of March, 2001.

**ELEMENTARY TEACHERS' FEDERATION  
OF ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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IN WITNESS WHEREOF the Parties have caused this Collective Agreement to be signed by their respective, duly authorized representatives.

DATED at Chesley, Ontario this 21st day of June, 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF AGREEMENT**

**RE: Board Policies**

The parties to this collective agreement hereby agree that the Union will review and provide input in relation to the following Board policies:

- ? Occupational Health and Safety
- ? Employment Equity
- ? Harassment
- ? Provision of Medical Assistance in the School
- . Professional Growth Review Policy

Dated at Chesley, Ontario this 21st day of June, 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF AGREEMENT**

**RE: Employment Insurance: Establishing the Number of Insurable Hours**

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10(2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Members shall be deemed to have worked seven (7) hours each week day they are employed. Part-time Members and occasional teachers working a part of a day shall be deemed to have worked hours per day that are prorated accordingly.

Dated at Chesley, Ontario this 20th day of November, 1998.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF AGREEMENT**

**RE: Employment Insurance Premium Reduction**

WHEREAS the above noted parties wish to maintain the employment insurance premium reduction and thereby agree to the following conditions:

- 1) Minimum of one and two thirds days per month will be reserved for use in the event of illness or injury only.
- 2) Will not affect the operation of Articles 17 and 19 of the collective agreement. Leaves with pay in accordance with Articles 17 and 19 will continue to be provided.

Dated at Chesley, Ontario this 21st day of June , 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF AGREEMENT**

**Re: Joint Meeting(s) of Administrators and Workplace Stewards**

The Board and ETFO Bluewater Local agree to mutually develop a plan for a joint presentation and explanation of identified Board policies and Collective Agreement articles at joint meeting(s) of Administrators and Workplace Stewards.

The initial meeting will be scheduled in the Fall of 2002, with release time provided by the Board to facilitate stewards involvement during the hours of 1:30 - 4:30 p.m.. Other related expenses will be shared by the Board and the Local.

Potential agenda topics to be covered will include any policies, procedures, the Collective Agreement and any other information deemed important by the Local and the Board, that impact on teachers.

Dated at Chesley, Ontario this 29th day of May, 2002.

**ELEMENTARY TEACHERS' FEDERATION  
OF ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF AGREEMENT**

**RE: CRIMINAL RECORDS CHECK**

Consent forms and all criminal record reports and annual offence declarations will be retained under locked conditions in a secure Board location. Access to the information will be limited to only Human Resources Department staff.

Dated at Chesley, Ontario this 21st day of June , 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**Letter of Agreement**

**RE: Benefits**

Effective August 31, 2008, the Board's contribution towards the premium cost of employee benefits shall increase \$140/FTE.

Dated at Chesley, Ontario this 21st day of June , 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF UNDERSTANDING**

**RE: Performance Appraisal**

1. Where a performance appraisal has resulted in an unsatisfactory rating the principal shall:
  - a) Post Observation Report  
Give the teacher written notice of the unsatisfactory rating and explain to the teacher:
    - the reasons for the unsatisfactory rating
    - what is lacking in the teacher's performance
    - what is expected of the teacher in areas in which his or her performance is lacking
  - b) Summative Report  
Provide the teacher and the appropriate supervisory officer with a copy of the summative report
  - c) Improvement Plan Development  
Develop the Improvement Plan, taking input from the teacher and the union into account, recommending steps and actions that the teacher should take to improve his or her performance and outlining support, resources and assistance to help the teacher address the identified areas of improvement
  - d) Improvement Plan  
Provide the teacher and the appropriate supervisory officer with a copy of the Improvement Plan
2. A decision to postpone filing a grievance regarding an unsatisfactory TPA is not an impediment to the Union's right to file a grievance at a later date.
3. Only unsatisfactory performance appraisals will be subject to grievance.
4. A teacher shall have the right to append written comments to any document relating to a performance appraisal, and such comments shall be included whenever such document is disclosed to any third party.

Dated at Chesley, Ontario this 21st day of June , 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF INTENT**

**Re: Salaries**

The April 22, 2005 Framework for Local Agreements established by the Provincial Government included provisions for the re-opening of salaries

IT IS THEREFORE agreed as follows:

1. If, in accordance with paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial government provides to the Board additional funding specifically for elementary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 10 of this Collective Agreement), then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.
2. For clarity, paragraph 5 of the Framework for Local Agreements of April 2005 reads:  
 "5. Re-opener  
 The government will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:
  - If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
  - If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%."

Dated at Chesley, Ontario this 21st day of June , 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**LETTER OF INTENT**  
**BETWEEN**  
**BLUEWATER DISTRICT SCHOOL BOARD**  
**AND**  
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**BLUEWATER LOCAL**

**RE: PROFESSIONAL ACTIVITY DAYS**

ETFO has input into the placement of the professional activity days in the school year calendar as a member of the Bluewater School Year Calendar Committee.

In the event of only two reporting periods and the "secondary semester turn around day" becomes a Parent/Teacher Interview day, the date of the Professional Activity Day as described in 12.01.02.05 will be in December.

Effective September 1, 2008, consistent with the provisions set out in Article 12.01.02, the equivalent of one and one half (1.5) days designated as Professional Activity Days shall be dedicated to teacher preparation only, provided that a minimum of 1.5 Professional Activity Days/Professional Development Days are not prescribed by the Ministry of Education and Training.

Dated at Chesley, Ontario this 21st day of June , 2005.

**THE ELEMENTARY TEACHERS' FEDERATION OF  
ONTARIO - BLUEWATER LOCAL**

**BLUEWATER DISTRICT SCHOOL BOARD**

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**Summary  
Of  
Compassionate Care Leave Benefits under Employment Insurance**

Compassionate care benefits are paid to persons who have to be away from work temporarily to provide care or support to a family member who is gravely ill with a significant risk of dying within 26 weeks.

**Payment** may be made up to a maximum of 6 weeks.

Eligibility is based on “qualifying” by working 600 insured hours in the last 52 weeks and a decrease of more than 40 % in regular weekly earnings.

**Family members** include:

- your child or the child of your spouse or common-law partner;
- Your wife/husband or common- law partner;
- Your father/mother;
- Your father's wife/ mother's husband;
- The common-law partner of your father/mother.  
(Common-law is defined as living in a conjugal relationship for at least a year.)

**Care or Support** to a family member means: providing psychological or emotional support, or arranging for care by a third party or directly providing or participating in the care.

You can share the 6 weeks compassionate care benefits with other family members who must also apply and are eligible for those benefits.

**Medical certificate** as proof of the family member's needs for care or support and risk of death within 26 weeks will be required.

**Application procedure** is through submission of an EI application on-line or in person at your local EI office.

You must request your **Record of Employment (ROE)** from your last employer.

**Waiting Period** (unpaid) for 2 weeks must be served before the 2 week waiting period.

Amount received is 55% of your average insured earnings to a maximum of \$413 per week.

**Further information** is available [www.hrsdc.gc.ca](http://www.hrsdc.gc.ca) (select language of communication option) and then in the search box line inserting “compassionate care” or directly from the nearest Human Resources Development Canada office.

June 27, 2005