

COLLECTIVE AGREEMENT

between

THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO
(hereinafter referred to as the "ETFO")

Representing

The Elementary School Teachers' Federation Employed by the
Avon Maitland District School Board
(hereinafter referred to as the "Union Local")

and

THE AVON MAITLAND DISTRICT SCHOOL BOARD
(hereinafter referred to as the "Board")

Effective September 1, 2000 to August 31, 2001

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| FILE No. | 801-0355 | |
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| FEMALE EMPS | | |
| TOTAL EMPS | 753 | |
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COLLECTIVE BARGAINING
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ARTICLE 1 - PURPOSE, SCOPE AND DEFINITIONS

- 1.01 It is the purpose and intent of the parties to this Collective Agreement, hereinafter referred to as this "Collective Agreement", to set forth the terms and conditions of employment with the Board including salary, allowances and other related provisions which govern the teachers covered by the Collective Agreement and to provide for a fair and expeditious procedure for the resolution of differences which may arise between the Parties.
- 1.02 Each of the parties to this Collective Agreement will make every reasonable effort to avert a breach of this Collective Agreement by any person governed by this Collective Agreement and in all respects will counsel members and representatives to abide by all terms or decisions made pursuant to or contained within this Collective Agreement and will not support in any way actions that would not be in accord with the provisions of this Collective Agreement. Notwithstanding the above, either party shall be free to challenge any arbitration decision.
- 1.03 "Teacher" or "teachers" means all Elementary School teachers, consultants and coordinators employed by the Avon **Maitland** District School Board who are assigned for all or most of the time to perform duties in or for the elementary panel and who are members of the Union.
- 1.04 "Union" means The Elementary Teachers' Federation of Ontario. "Union Local" means the Elementary Teachers' Federation of Ontario - Avon **Maitland** Teachers' Local employed by the Board.
- 1.05 "Board" means The Avon **Maitland** District School Board.
- 1.06 "Administration" means the Director of Education for the Board, and the Supervisory Officials, or those acting as designates of the aforementioned officers.
- 1.07 "Director" means the Director of Education for the Board.

ARTICLE 2 - RECOGNITION

- 2.01 The Board **recognizes** the Union as the sole and exclusive bargaining agent for all teachers employed by the Board in its elementary panel, save and except occasional teachers.
- 2.02 The Elementary Teachers' Federation of Ontario is **recognized** as a party to all proceedings, negotiations and collective agreements between the parties.
- 2.03 The Board **recognizes** the right of the Union to **authorize** members or any other advisor, agent, counsel, solicitor or duly **authorized** representatives to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.04 The Union **recognizes** the right of the Board to **utilize** the services of the Ontario Public School Boards' Association or any other advisor, agent, counsel, solicitor or duly **authorized** representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.05 The Union Local will inform the Board from time to time of who is authorized to act on behalf of the Union Local.
- 2.06 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate and the President of the Union Local or designate.

- 2.07 The Union shall have access to its members for Union business provided that this does not interrupt the instructional program or school and student activities.

ARTICLE 3 - DURATION AND RENEWAL

- 3.01 This Collective Agreement shall be in effect from September 1, 2000 and shall continue in force up to and including August 31, 2001 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Collective Agreement, in accordance with the *Ontario Labour Relations Act*.

Notwithstanding the period of notice mentioned above, either party may notify the other, in writing, within the period commencing March 1 prior to the expiration date that it desires to negotiate with a view to renewal, with or without modification of this Collective Agreement, in accordance with the *Ontario Labour Relations Act*.

- 3.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 3.01, the parties shall meet within fifteen (15) days from the giving of the notice to commence negotiations for the renewal of this Collective Agreement in accordance with the *Ontario Labour Relations Act*.
- 3.03 No amendments can be made to this Collective Agreement without the mutual written consent of the parties.

ARTICLE 4 - MANAGEMENT RIGHTS

- 4.01 Subject to the right of either party to lodge a grievance as set out in this Collective Agreement and subject to the other terms, provisions and conditions contained in this Collective Agreement, the parties recognize the sole and exclusive right and obligation of the Board to exercise its management rights and functions including the right to manage the affairs of the Board in all respects and to carry out such other responsibilities of the Board which are not specifically abridged, amended or limited by the terms of the Collective Agreement and which are in compliance with the prevailing statutes and regulations.

- 4.02 The Board agrees that none of its rights or functions will be exercised contrary to the provisions of this Collective Agreement.

- 4.03 There shall be no strike or lock-out during the term of this Collective Agreement, or any renewal of this Collective Agreement. The terms 'strike' and 'lock-out' shall be as defined in the *Ontario Labour Relations Act*.

- 4.04 **Just Cause**

No teacher shall be disciplined, demoted or discharged without just cause. Such cause shall be communicated in writing within ten (10) school days from the time the teacher is informed of such action being taken.

Wherever possible, prior to any teacher being disciplined, demoted or discharged, a meeting shall be held between the teacher and a Board representative to discuss the matter. A teacher shall have the right to have a representative of the Union present at any meeting when the conduct or competence of the teacher is being considered.

4.05 Evaluations

The Board shall advise the Union Local of the procedures for evaluation. The Board agrees to follow the evaluation procedures developed. The Board agrees to consult with the Union Local on changes to the procedures, as may occur from time to time.

At the request of the teacher, a meeting shall be held to review and discuss the evaluation, prior to the final evaluation report.

Teachers who receive supervisory visits in the implementation of the Board's evaluation procedure shall receive a written report within five (5) school days of such visit by in-school personnel, or within ten (10) school days of a visit by a Supervisory Officer.

At the request of the teacher, a teacher shall be given forty-eight (48) hours to review, sign, and attach written comments to the report.

ARTICLE 5 - UNION DUES AND ASSESSMENTS

5.01 The Board shall deduct from each teacher union dues and assessments. The amounts of such dues and assessments shall be determined by the Union and shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario at 1000-480 University Avenue, Toronto, Ontario M5G 1V2, within thirty (30) days of the dues being deducted. The Union shall notify the Board in writing of any changes required for dues and assessments and such changes will be implemented within thirty (30) days of the receipt of such communication,

5.02 The Board shall deduct a local levy for Union Local purposes from all teachers in accordance with the authority of the Union Local by-laws. The levy will be forwarded to the Union Local treasurer within forty-five (45) days of the levy being deducted. The Board shall be notified of the amount prior to June 15 for deductions to commence the following school year.

5.03 Such remittance(s), in Articles 5.01 and 5.02 above, shall be accompanied by a dues submission list identifying the names, social insurance number, salaries and allowances earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

5.04 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union or Union Local.

ARTICLE 6 - LIABILITY INSURANCE

6.01 The Board shall continue to maintain sufficient liability insurance for teachers arising from the performance of:

- (1) their assigned duties as described in the **Education Act** and its Regulations;
- (2) involvement in voluntary activities;
- (3) any activities related to any Board Policy.

ARTICLE 7 - DISCRIMINATION

- 7.01 No teacher shall be discriminated against on the basis of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status, handicap, religion, union membership or activity, or political affiliation or activity. Where such items appear in the *Ontario Human Rights Code*, their definitions shall be as defined in the Code.

ARTICLE 8 - PERSONNEL FILES

- 8.01 Following the written request from a teacher for an appointment, the Board will make available for inspection, during normal business hours, all information in its file pertaining to the teacher at the time of the request.
- 8.02 The teacher may, at the teacher's expense, make a copy of such information and may be accompanied by one other person who shall have access to such information at the request of the teacher.
- 8.03 Where a teacher **authorizes**, in writing, access to her/his personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also **authorized** and requested. Cost of the copies shall be billed to the teacher.
- 8.04 (a) A teacher will be sent any documentation related to his or her performance as a teacher, which has not already been directed to the teacher, within ten (10) school days of the documentation being placed in the personnel file.
- (b) A teacher may dispute, in writing, the accuracy or completeness of information in the teacher's personnel file. Where this occurs, the Board shall respond to the teacher to confirm or amend the information and shall notify the teacher in writing of its decision, including reasons for that decision, where such a written response is requested by the teacher. The written dispute from the teacher must contain the specific alleged inaccuracy or incomplete information and the desired change(s).
- (c) All correspondence resulting from 8.04 (b) will be maintained in the teacher's personnel file unless otherwise agreed to between the teacher and the Board.
- 8.05 The signature of a teacher on any document respecting the performance or conduct of the teacher shall be deemed to be evidence only of the receipt thereof and shall not necessarily be construed as approval of, consent to, or agreement with the contents thereof unless so indicated by the teacher.
- 8.06 Upon the written request of the Teacher, and subject to the approval of the Chief of Human Resources or designate, disciplinary material and/or evaluation reports may be removed from a Teacher's personnel file.
- 8.07 Upon the written request of a teacher, the Board shall keep the teacher's medical information in a separate file, accessible only by those required to access the information in order to carry out their duties.

ARTICLE 9 - PROBATIONARY PERIOD

- 9.01 Newly hired teachers shall serve a probationary period of one (1) year.
- 9.02 With the Union Local's agreement, the length of the probationary period may be extended in cases of prolonged absence.

ARTICLE 10 - SALARY AND ALLOWANCES

10.01 No teacher currently employed by the Board shall have his or her salary at the time of ratification decreased by the implementation of this Article.

10.02 Method of Payment

(a) The method of payment, by direct deposit, shall be:

Eight per cent (8%) on the first banking day in the month of September; and then

Four per cent (4%) each on the banking days on or immediately preceding the 15th of the month and the last day of the month from September 15 to June 15 inclusive; and then

Sixteen percent (16%) on the last school day in June.

(b) A teacher will be paid the grid salary in the proportion that the total number of school days for which the teacher performed duties bears to the total number of school days in the school year, unless otherwise expressly agreed to between the Board and the Union Local.

(c) Provided all documents required and requested under Article 10 have been submitted, all teachers shall be advised of their own salary for the following year, subject to adjustments, on an annual basis on or before the first instructional day in September.

10.03 (a) The basic yearly salary for each teacher shall be the salary shown on the following grid according to the appropriate category classification and years of allowable teaching experience as defined in this Article.

Effective September 1, 2000:

| Years | A | A1 | A2 | A3 | A4 |
|-------|-------|-------|-------|-------|-------|
| 0 | 28486 | 30496 | 31724 | 34752 | 36590 |
| 1 | 30674 | 32676 | 34054 | 37487 | 39589 |
| 2 | 32863 | 34856 | 36383 | 40223 | 42587 |
| 3 | 35051 | 37036 | 38713 | 42959 | 45585 |
| 4 | 37239 | 39155 | 41043 | 45695 | 48583 |
| 5 | 39428 | 41397 | 43373 | 48430 | 51581 |
| 6 | 41616 | 43577 | 45703 | 51166 | 54579 |
| 7 | 43804 | 45757 | 48033 | 53902 | 57577 |
| 8 | 45993 | 47937 | 50362 | 56637 | 60575 |
| 9 | 48181 | 50117 | 52754 | 59373 | 63574 |
| 10 | 50370 | 52694 | 55431 | 62570 | 67070 |

52694 = Ultimate step as per Pay Equity

Effective for the first pay in June, 2001:

| Years | A | A1 | A2 | A3 | A4 |
|-------|-------|-------|-------|-------|-------|
| 0 | 28933 | 30975 | 32222 | 35298 | 37164 |
| 1 | 31156 | 33189 | 34589 | 38076 | 40211 |
| 2 | 33379 | 35403 | 36954 | 40855 | 43256 |
| 3 | 35601 | 37617 | 39321 | 43633 | 46301 |
| 4 | 37824 | 39770 | 41687 | 46412 | 49346 |
| 5 | 40047 | 42047 | 44054 | 49190 | 52391 |
| 6 | 42269 | 44261 | 46421 | 51969 | 55436 |
| 7 | 44492 | 46475 | 48787 | 54748 | 58481 |
| 8 | 46715 | 48690 | 51153 | 57526 | 61526 |
| 9 | 48937 | 50904 | 53582 | 60305 | 64572 |
| 10 | 51161 | 53521 | 56301 | 63552 | 68123 |

53521 = Ultimate step as per Pay Equity

- (b) Notwithstanding the *Social Contract Act* and the Subsector Agreement for Teachers, the Board agrees, effective September 1, 1998, to place all teachers in their proper grid positions based on their total previous teaching experience and other allowable experience.

10.04 Allowances

- (a) ✓ Extra Degree Allowance

Effective September 1, 2000, an annual allowance of \$1007 will be paid as salary to teachers who hold a post graduate degree at the Master's or Ph.D. level if the courses comprising the said degree have not been used for category placement in Article 10. Effective for the first pay in June, 2001, the aforementioned annual allowance will be \$1023. The degree allowance, as stipulated, will be paid on a pro-rated basis where the teacher is appointed to fill a teaching position for less than full-time, or where the qualification is held for less than a full school year. A teacher may collect only one allowance under this clause.

The process and timelines in Article 10.05 shall apply to this Article.

Those teachers who are in receipt of an extra degree allowance for an additional Bachelor's degree at the time of ratification will have that allowance grandparented.

- (b) ✓ Consultant/Coordinator Allowance

In addition to the basic salary denoted in Article 10.03, effective September 1, 2000 an annual allowance of \$6459 shall be paid to those teachers who have been appointed to a position of Coordinator/Consultant. Effective for the first pay in June 2001, the annual allowance will be \$6560.

10.05 Documentation

- (a) The onus shall be on the teacher to provide acceptable verification of all experience and QECO evaluation classification. Until such time as the documentation is provided to the Director or designate, a teacher shall be paid as if he/she is in Category A1 and/or Year 0 respectively.

- (b) Where a teacher submits verification of allowable teaching experience certified by the teacher's previous employer(s) within a period of up to three (3) months after the date of commencement of employment with the Board, the teacher's entitlement to retroactivity shall be protected. In any case, where a teacher, through no personal fault cannot provide the **verification** within the three (3) months and informs the Director or designate of this difficulty within the three (3) months, the retroactivity of that teacher's salary shall be protected up to twelve (12) months following the commencement date of employment.
- (c) Any teacher who qualified for a change in category shall receive the corresponding salary increase according to the date of completion of the requirements for the issuance of the Evaluation Statement by QECO. This shall be as follows:
- (1) requirements completed prior to September 1 of the school year shall qualify the teacher for the salary increase as of September 1 of that school year.
 - (2) requirements completed between September 1 and December 31 of the school year shall qualify the teacher for the salary increase as of January 1 of that school year.
 - (3) requirements completed on or after January 1 shall qualify the teacher for the salary increase as of September 1 of the next school year.
- (d) No retroactive salary adjustments shall be made for the period prior to September 1st, in the school year in which the Board receives all documentation necessary to verify the requested adjustment.
- (1) Where the teacher provides during the period September 1 to December 31 inclusive, a true copy of the QECO Evaluation Statement including written verification of completed requirements proving that the qualifications for the QECO Evaluation Statement were held on September 1 preceding, placement shall be retroactive to September 1.
 - (2) Where the teacher provides during the period January 1 to June 30 inclusive, a true copy of the QECO Evaluation Statement including written verification of completed requirements proving that the qualifications for the QECO Evaluation Statement were held on December 31 preceding, placement shall be retroactive to January 1.
- (e) In any case, where a teacher, through no personal fault, cannot provide the Director or designate with acceptable proof of a category change before the above-mentioned dates of December 31 or June 30 respectively, the retroactive adjustment shall be protected if the teacher provides documentation to the Director or designate of the teacher's new qualifications and of the attempts to establish the new Grid Category. Such salary adjustment shall be withheld until acceptable proof is furnished to the Director or designate by the teacher; and in no case shall this adjustment be protected beyond August 31.

10.06 Experience Recognition

(a) Regular Contract Experience

Where a teacher has taught, as a regular contract teacher, the full-time equivalent of five (5) months or more within one school year, the amount of increment applied the following September shall be one (1) year.

Where a teacher has taught, as a regular contract teacher, the full-time equivalent of fewer than five (5) months within one school year, that time will be accumulated from year to year on a full-time equivalent basis. When the accumulated teaching time equals the full-time equivalent of five (5) months, the amount of increment applied the following September shall be one (1) year. Subsequent increments shall be applied in the September following the accumulation of teaching time that equals the full-time equivalent of five (5) months.

(b) Occasional Teaching Experience

Where a teacher has the full-time equivalent of five (5) months or more of long term occasional teaching experience within one school year, the teacher will be recognized as having one (1) year of experience for salary grid purposes.

Where a teacher has the full-time equivalent of fewer than five (5) months of long term occasional teaching experience within one school year, that long term occasional teaching time will be accumulated from year to year on a full-time equivalent basis. When the accumulated long term occasional teaching time equals the full-time equivalent of five (5) months, the teacher will be recognized as having one (1) year of experience for salary grid purposes.

- (c) The effective date for grid advancement will be September 1. In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.

10.07 Each teacher's category classification on the salary grid shall be determined by the application of the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program 3 or Program 4, at the teacher's choosing.

ARTICLE 11 - TRAVEL EXPENSES

11.01 A teacher who is assigned by the Board to teach at more than one school within one school day shall be paid mileage at the Board rate for actual travel from the first assigned school to the second assigned school, as identified by the Board's kilometrage chart. This article does not apply where the teacher has requested the assignment at more than one school within one school day.

11.02 Mileage paid to teachers traveling on required Board business will be paid according to Board policy and procedures.

ARTICLE 12 - WORKING CONDITIONS

12.01 School Year

- (a) The maximum length of the school year shall not exceed the maximum provided for in the Education Act and regulations.
- (b) Teachers will not be scheduled to work before the commencement of the scheduled school year calendar. However, it continues to be the expectation that all teachers will be fully prepared to commence their assignments at the start of the scheduled school year for students.

12.02 **School Day**

The Board will consult with the Union Local on concerns about the school day and concerns arising from changes to the school day prior to guidelines being issued to the schools on this matter.

12.03 **Instructional Time**

The normal expectation of the Parties is an instructional day of 300 minutes exclusive of the lunch break, recesses and opening exercises. Opening exercises will approximate five (5) minutes in length as per the Board guidelines.

12.04 **Lunch Break**

Each teacher shall be provided with a lunch break in accordance with the regulations under the Education Act.

12.05 **Travel Time**

Where a teacher is assigned duties at two or more locations on the same day and has not requested such assignment, the teacher 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 lunch break.

12.06 **Staff Meetings**

A Principal, in consultation with the teaching staff, shall determine the frequency, scheduling and duration of staff meetings. Teachers shall have the ability to add items to the agenda for discussion.

12.07 **Time Free From Teaching and Supervision**

The Board shall provide each teacher at least 150 minutes per five days exclusive of recesses and lunch time free from teaching and supervision for the following purposes:

- planning
- preparation
- evaluation
- interviews
- meetings with supervisors, colleagues, coordinators and resource teachers.

The Board shall endeavour to provide such time in 25 minute blocks as a minimum. Such time will be provided in no less than 20 minute blocks within the instructional day.

Teachers whose teaching assignments are less than full-time shall have their time free from teaching and supervision pro-rated.

* For the 2000/2001 school year, the Parties will follow the Letter of Understanding re: Professional Activity Time attached to this Agreement.

ARTICLE 13 - STAFFING

13.01 The Board will staff elementary schools in accordance with the Education Act, related Statutes and Regulations, including those regulations related to the funding of school boards, of the Province of Ontario.

13.02 Class Size

(a) Maximum Average Class Size

The maximum average class size for each division in each elementary school shall not be greater than the following:

| | |
|--------------|-------------|
| Primary | 25 students |
| Junior | 31 students |
| Intermediate | 33 students |

This clause will only apply in the primary and junior divisions where there are more than two classes and in the intermediate division where there is more than one class.

(b) Maximum Class Size

No class size shall exceed the following:

| | |
|--------------|-------------|
| Primary | 28 students |
| Junior | 34 students |
| Intermediate | 36 students |

Effective September 1, 2001, ^{after Expiry ?} no class size shall exceed the following:

| | |
|--------------|-------------|
| Primary | 27 students |
| Junior | 33 students |
| Intermediate | 35 students |

Principals shall, wherever reasonable and practical, endeavour to organize their schools with split grades at one student lower than the maximum class sizes listed above.

(c) For JK/SK classes, the maximum average class size within each school shall be 23.5 students.

(d) The formal review of class sizes in accordance with the guidelines listed in 13.02 (a), (b) and (c) shall occur as at October 31st each school year. Where exceptions occur prior to that time, reorganization to accommodate the guidelines shall occur as early as possible. Following October 31st, should an exception to 13.02 (b) occur, the Board and the Union Local President shall meet to discuss the situation. Reorganization may be undertaken at the mutual agreement of the Parties, with the best interests of students in mind. Following October 31st, should an exception to 13.02 (c) occur, the class shall be reorganized to comply with the guidelines at the next earliest opportunity, given consideration to the needs of the students.

(e) Where split grades cross divisions the class will be considered to be in the division represented by the majority of the students in the class.

(f) Exceptions

In recognition of special cases that may arise, a teacher who desires to do so may request to exceed the guidelines set forth in this Article.

Before a request is made to exceed the guidelines set forth in this Article, a meeting of the Union Local President and the Chief Negotiator or their designates, the Principal, a Supervisory Official or designate and the teacher(s) involved must take place. The purpose of this meeting is to explore alternatives.

- (g) For the purposes of application of this Article, primary includes grades 1 to 3, junior includes grades 4 to 6 and intermediate includes grades 7 and 8.

13.03 District Staffing Committee

- (a) A District School Board Staffing Committee shall be established.
- (b) The Staffing Committee shall be composed of three (3) Union Local representatives and three (3) Board representatives.
- (c) The Staffing Committee may request the attendance of non-voting resource personnel invited by either party.
- (d) The Staffing Committee shall meet by March 31 and October 20 of each year to review and monitor the Board's actions taken to staff the schools. The Board shall share the necessary information to complete the review and monitoring process with the Union Local.

13.04 School Staff Advisory Committee

In order to ensure staff involvement in matters affecting school organization, a School Staff Advisory Committee will be established in every school. The Workplace Steward will be a member of the Committee. This Committee will participate in an advisory capacity with the Principal in the school organization, scheduling of instructional time, including preparation time and supervision duties. Individual teaching assignments shall not be considered by the School Staff Advisory Committee.

It is understood that extra-curricular activities are activities **organized** for students by teachers on a voluntary basis and which occur outside the regular instructional program. The scheduling of extra-curricular activities will be shared with the School Staff Advisory Committee.

Note: See Letter of Understanding Re: Guidelines for School Staff Advisory Committee (Appendix D).

13.05 Union Consultation Regarding Major Changes to Schools

The Board agrees to consult with the Union Local, through the Liaison Committee established in Article 14, on issues of,

- (1) school openings or closures,
- (2) changes in grade ranges of schools, and
- (3) program cancellation or introduction.

- 13.06 Where students are in elementary school programs, 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.

ARTICLE 14 - LIAISON COMMITTEE

14.01 Purpose and Structure

The Liaison Committee shall exist for the purpose of discussing matters of concern to the Board and the Union Local.

The Committee shall be comprised of three (3) teachers appointed by the Union Local, three (3) Board representatives to be appointed by the Board, one of whom shall be a trustee, and the Director or designate who shall be the neutral facilitator/chairperson.

14.02 Meetings

- (a) The Director or designate shall call a meeting at the request of either party.
- (b) The meeting shall be convened within ten (10) school days of receipt of the letter of request.
- (c) At least seventy-two (72) hours notice shall be given for any meeting and an agenda of the matters proposed to be discussed shall accompany the notice.
- (d) Positions taken by the Committee shall be by consensus and shall be conveyed to the Board and to the Union Local as recommendations.

ARTICLE 15 - MEDICAL PROCEDURES

15.01 The Board will consult with the Union Local in the development of procedures related to Medical Procedures and the Administration of Medication to Students.

15.02 To the extent possible, no teacher shall be required to perform a medical or physical procedure for pupils that might endanger the safety or well-being of the pupil or subject the teacher to risk of injury or liability for negligence. Feeding and toileting health support services will be a voluntary activity on the part of teachers except in an emergency.

ARTICLE 16 - OCCUPATIONAL HEALTH AND SAFETY

16.01 The Board shall recognize its obligations to provide a safe and healthy environment for employees to carry out all duties and obligations under the *Occupational Health and Safety Act* and its accompanying Regulations as minimum acceptable standards.

16.02 The Board shall ensure that a copy of the *Occupational Health and Safety Act* and its accompanying relevant Regulations shall be accessible to each teacher in each workplace.

ARTICLE 17 - HARASSMENT FREE WORKPLACE

The Board agrees to develop and implement a procedure which addresses harassment in the workplace. The Board agrees to consult with the Union Local in the development of the procedure. A copy of the procedure shall be accessible to all teachers.

ARTICLE 18 - RETIREMENTS/RESIGNATIONS

- 18.01 A teacher shall provide written notice by November 30 of the intention to resign or retire effective December 31 and by May 31 of the intention to resign or retire effective June 30 or August 31.
- 18.02 Nothing herein prevents a teacher and the Board from mutually agreeing in writing to the teacher's resignation at any time.

ARTICLE 19 - BENEFIT PLANS

- 19.01 (a) The benefit plans described in this Article of this collective agreement shall be made available to all teachers. The parties agree that the level of benefits available to teachers under this Article shall only be altered by mutual agreement of the parties.
- (b) After a teacher's sick leave has expired, the Board's share of the premium costs of the Benefit Plans set out below shall terminate. The teacher will be permitted to maintain enrolment in the benefit plans at the teacher's cost.
- (c) The Board shall continue to pay the Board's share of the premium costs of the Benefit Plans as set out below on behalf of a teacher during leaves of absence without pay of less than one month.
- (d) Except where specifically stated otherwise in this Collective Agreement, where a leave of absence without regular pay of one month or more is taken, a teacher shall be responsible for the full payment of benefit premiums for each month during which the teacher is on leave. There shall be no sick leave usage or accumulation while on leave, but all other benefits may be continued at the discretion of the teacher. The arrangement must be made prior to the commencement of the leave and will govern the full period of the leave. In any event, all benefits will be reinstated when the teacher returns from leave.
- (e) It is the teacher's responsibility to submit the proper signed documents in respect to benefit coverage in order to have benefits made effective. In any event, mandatory benefits shall commence on the effective date of the teacher's employment. The Board shall not be liable in any respect for optional benefits should the teacher fail to file the necessary documentation provided that the Board indicates to the teacher in writing, with a copy to the Union Local, that such documentation has not been received. The Board will provide a statement to each teacher of the specific benefit plans in which the teacher is enrolled.
- (f) A copy of the Group Master Policy or Policies of the Insured Benefit Plan shall be given to the Union Local. The Board will determine the carrier(s) for all benefit plans except as may be agreed to between the Parties and set out in this Article. In the event that a change in carrier(s) of the Insured Benefit Plan occurs, the Board agrees to implement the same coverage as described in the Master Policy(ies).

- (g) Up-to-date information describing each insured benefit shall be provided by the Board to every teacher. Whenever coverage under an insured benefit is changed, details of this change will be provided to every teacher as soon as possible.
- (h) The Board will provide to the Union Local President a copy of annual reports submitted by the insurance consultants for each benefit plan, except for any portion of the report which contains information protected by privacy legislation.
- (i) With respect to optional benefits, teachers are entitled to request coverage, changes in coverage or cessation of coverage in writing in the event of a change in the status of the teacher (marriage, divorce, separation, death of a spouse/partner, change in employment status, birth, adoption or death of a dependent or a change in a spouse/partner's benefit plan over which the spouse/partner has no control) at any time. Such requests, in the absence of a status change, may only be made once per school year.
- (j) In the event that a teacher dies while participating in the Benefit Plans, the Board shall continue the Benefit Plans and shall continue to pay the Board's share of the premium costs of the Benefit Plans set out below for the survivors of the teacher for a period of six (6) months beyond the death of the teacher provided that the teacher was enrolled in such Plans at the time of death.
- (k) A teacher who retires from the Board prior to age 65 may retain membership in the group benefit plans as set out in this article, subject to the agreement of the carrier. The retired teacher shall pay annually in advance the full cost of all premiums related to participation in such plan(s). Membership in the plan(s) may be maintained until such time that the retired teacher attains the age of 65. The retired teacher will be required to reimburse the Board for any premium increases which may occur during the year. In the event that a retired teacher dies while participating in the Benefit Plans, the Board shall continue the Benefit Plans and the survivors of the retired teacher may continue to pay the premium of the Benefit Plans for a period of up to six (6) months.

For the 2000/2001 school year, the premiums shall be those that would have been paid had the retired teacher been a member of the Union Local. Effective September 1, 2001, any possible changes in terms of premiums will require the mutual consent of the Board and the Union Local through the Elementary Teachers' Benefits Review Committee.

19.02 Major Medical Benefit Plan

- (a) The premium shall be paid 95% by the Board and 5% by the teachers. Effective December 1, 2000, the premium shall be paid 90% by the Board and 10% by the teachers.
- (b) The rate for reimbursement for frames, lenses and the fitting of prescription glasses, including prescription sun glasses and contact lenses, shall be up to an overall maximum of \$200 in any two consecutive calendar years for insured persons 18 years of age and over, and \$200 in any calendar year for insured persons under age 18.
- (c) The total yearly maximum payable per person for professional services as outlined by the insurer being that of a psychologist, speech therapist, podiatrist, osteopath, naturopath, masseur, chiropractor and/or physiotherapist shall be \$450 for each type of professional practitioner. The limit per visit established in the Plan shall be \$30 per visit.
- (d) On behalf of each covered individual or family, the Major Medical Benefit Plan will pay all eligible expenses which are in excess of the deductible of \$10 for an individual or \$20 for a family with no one member of the family contributing more than \$10.

- (e) The Board shall make available a semi-private hospital room insurance plan as part of the Major Medical Benefit Plan.
- (f) Out-of-Province Insurance Plan
An additional optional Out-of-Province Insurance Plan will be made available to teachers individually. In order to be eligible to enrol in this Plan a teacher must also be enrolled in the Major Medical Benefit Plan provided for in Article 19.02 (a). This Plan shall be at the teacher's expense when the teacher elects to enrol in the Plan.
- (g) Overaged dependent students to age 25 are covered under this plan.

19.03 Life Insurance Plan

- (a) The premium for the group life insurance plan shall be 100% paid by the teachers.

There is a waiver of premium on disability to age 65 years. A conversion option is available upon termination.

Basic Coverage:

The basic coverage for each teacher shall be either \$25,000 or 1, 2, 3, or 4 times the teacher's salary as selected by the teacher. Participation in the basic coverage shall be a condition of employment.

Optional Coverage:

In addition to the basic coverage, a teacher may apply for additional life coverage in multiples of \$10,000 to a maximum of \$500,000. Optional coverage is further limited in that the combined total of the basic coverage and the optional coverage for an individual teacher shall not exceed a maximum of \$525,000.

- (b) Accidental Death and Dismemberment insurance to a maximum of \$350,000 will be made available to each teacher and will be subject to medical evidence requirements of the carrier.' Such coverage will be at the teacher's expense and at the group rate.
- (c) Dependent Life Insurance


Teachers who are enrolled in the group life insurance plan may purchase life insurance on a spouse/partner and/or dependents in amounts as shown below. Such coverage shall be at the teacher's expense at the group rate and will be subject to medical evidence requirements of the carrier.

| | Optional Units | Maximum Amounts |
|----------------------|----------------|-----------------|
| for a spouse/partner | \$10,000 | \$100,000 |
| for a dependent | \$5,000 | \$50,000 |

19.04 Long Term Disability Plan

The Board agrees to administer, only to the extent of deduction and submission of premiums, a Long Term Disability Plan on behalf of the teachers who will pay 100% of the premium costs. Participation in the plan shall be a condition of employment for those people hired by the Board following ratification. While 100% of the premium is paid by the teachers, the carrier may be selected by the teachers. Approval on plan design changes must be provided by Board administration to ensure Board staff workload levels or requirements to administer the plan do not change.

19.05 Dental Plan

- (a) Dental Insurance will be Liberty Health Plan 9 or a plan which provides equivalent services and coverage.
- (b) Liberty Health Rider 3 (Orthodontics, etc) shall be part of this plan with co-insurance on a 50%/50% basis and a \$2000 lifetime maximum payout per individual;
- (c) Pit and fissure sealants;
- (d) The balance of Liberty Health Cross Rider 2 (Dentures) with no deductible, no maximum and co-insurance on a 50%/50% basis;
- (e) Liberty Health Rider 4 (Major Restorative and Prosthodontics Services) with no deductible, no maximum and co-insurance on a 50%/50% basis.
- (f) Overaged dependent students to age 25 are covered under this plan.
- (g) For recall, (including but not limited to oral exams, bite wing x-rays, oral hygiene, oral hygiene instruction and scaling), benefit eligibility will be limited in frequency to once every six months for dependent children and to once every nine months for teachers and their spouse/partners.
- (h) The premium for this dental plan shall be based on the Ontario Dental Association schedule in effect in the year previous to the current schedule.
- (i)  The premiums shall be paid 95% by the Board and 5% by the teachers. Effective December 1, 2000, the premium shall be paid 90% by the Board and 10% by the teachers.

19.06 Canada Savings Bonds

The Board agrees to accommodate the purchase of Canada Savings Bonds by teachers by providing for payroll deductions and necessary remittances.

19.07 Employee Assistance Program

The parties agree to share equally the costs of an Employee Assistance Program. Participation in this Program shall be a condition of employment.

19.08 Ontario Teachers' Group Registered Retirement Savings Plan

The Board will process deductions for the OTG Registered Retirement Savings Plan at no cost to the teachers. Such deductions shall be sent to OTG, 57 Mobile Drive, Toronto to arrive within ten (10) days following the pay date.

ARTICLE 20 - SICK LEAVE

20.01 Sick Leave Account

The Board shall administer a sick leave plan and maintain a sick leave account for every teacher who is a member of the Union Local. The account shall show a record of the teacher's credited, accumulated and used sick leave. A written statement of the account shall be provided to the

Teacher prior to the first instructional day of each school year.

20.02 Transfer of Credits

Where a teacher of another board becomes a teacher of this Board, the teacher shall be entitled to have sick leave accumulated under the provisions of the board in which the teacher was previously employed transferred to the sick leave account in this Board subject to the terms and conditions outlined in this Article. Sick leave credits accepted for transfer shall not include any credits which were required for entitlement to a severance gratuity or other benefit received from the former board. The onus is on the teacher to provide the Director or designate with documentation, duly signed by the former board, of the previously accumulated sick leave.

20.03 Sick Leave Credit and Accumulation

- (a) Each teacher shall be credited with twenty (20) days of sick leave on the first working day of the school year. The unused balance of the twenty (20) days of sick leave shall be accumulated at the end of the school year to the teacher's sick leave account. The sick leave credits for each teacher will be carried forward to the Board from the boards in existence prior to January 1, 1998.
- (b) Notwithstanding 20.03 (a) above with respect to the twenty (20) day sick leave credit on the first day of the school year, where a teacher exhausts his or her sick leave accumulation and remains on unpaid sick leave, no further sick leave credits shall be credited until such time as the teacher returns to active duty.
- (c) Teachers who commence employment during the school year shall be credited with a pro-rated number of sick leave days.
- (d) Notwithstanding Article 20.03 (j), the sick leave account for each teacher shall be debited one day for each day of absence due to illness. Such debits will be made first from the twenty (20) days of sick leave credited for the school year during which the absence takes place and, upon the exhaustion of the 20 days, debits shall be made from any accumulation in the teacher's sick leave account. During such absence, until the sick leave accumulation and account are exhausted, each teacher shall receive normal salary and benefits.
- (e) The maximum balance of unused sick leave which may be carried forward at the end of one school year to the teacher's sick leave account for the following September will be 240 days.
- (f) Medical or Dental certification with respect to payment for absence under the Sick Leave Plan shall be provided by the teacher upon the request by the Director or designate. Such costs for medical certification required by the Board shall be paid by the Board.
- (g) No sick leave credits shall be accrued by a teacher on a leave of absence without pay for a continuous period of four weeks or more.
- (h) Notwithstanding Article 20.03 (j), deductions shall be made from the sick leave plan where a teacher is unable to work due to personal illness, accident or disability.
- (i) All sick leave credit, accumulation and deductions under this plan shall be pro-rated accordingly for part-time employees.

- (j) (1) It is agreed that, when a teacher is eligible for and receives approval of claim by the Workplace Safety and Insurance Board of Ontario:
 - (a) The Loss of Earnings Benefits shall be remitted to the Board until the teacher's sick leave credits expire.
 - (b) The teacher shall receive full pay from the Board up to the expiration of the teacher's sick leave credits.
 - (c) There shall be a deduction of sick leave credits to represent the time equivalent of the cash supplement provided by the Board.
- (2) Notwithstanding any of the foregoing, a teacher shall have the option to accept the Loss of Earnings Benefits in lieu of full pay from the Board. There shall be no deduction from sick leave if this option is selected.

20.04 When a teacher is unable to work due to personal illness, accident or disability, where requested by the teacher, the responsibility for obtaining an occasional teacher to cover this situation, if required, will lie with the individual school administration.

ARTICLE 21 - LEAVES OF ABSENCE WITHOUT PAY

- 21.01 (a) Leaves of absence without pay may be granted to teachers at the sole discretion of the Director or designate.
- (b) Written requests for leave which encompass an entire school year shall be directed to the Director or designate and shall be received no later than March 1 prior to the school year in which the leave is requested to commence.

The teacher on a leave of absence may request an extension of the leave by notifying the Director of Education. Such notice shall be in writing and shall be received by March 1 of the year the teacher is scheduled to return from a leave of one school year.
 - (c) Written requests for a leave of absence without pay which is for a period less than a school year shall be directed to the Director or designate and shall be received no later than six (6) weeks prior to the commencement of the leave of absence wherever possible.
 - (d) Upon the conclusion of the leave the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 30 and 31. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board within the meaning of Article 29 during the period of such leave. A teacher on leave is subject to all other terms and conditions of employment arising from this Collective Agreement, unless expressly addressed within this Collective Agreement. The teacher will not be entitled to have any sick leave credits placed to the teacher's credit during the term of the leave of absence, nor will the teacher be entitled to any benefits under the Sick Leave Plan. There shall be no loss of sick leave credits previously accrued. The term of the leave of absence shall not count as teaching experience for salary grid purposes.

- (e) Subject to continuing eligibility and in accordance with Article 19, a teacher who is granted leave of absence may retain membership in any of the group benefit plans to which the teacher belonged at the time the leave commenced. The teacher shall be responsible for the full premium costs for the period of absence in order to maintain participation and coverage under the group benefit plans.

Any alteration to the benefit plans available to teachers under Article 19 of this Collective Agreement will be reflected for all teachers, including those on a leave under this Article. As such, new benefit plans available to teachers will also be made available to teachers on leave, subject to the agreement on premium payment costs as per the first paragraph of Article 21.01 (e).

- (f) Changes in the terms of a leave of absence once approved under this Article may be made only by mutual consent of the teacher and the Board, must be in writing, and must conform with the requirements of this Collective Agreement.
- (g) Requests for part-time leaves of absence shall be covered by the terms of Article 2 1.

21.02 Long Term Leaves of Absence for Reasons of Illness, Accident or Disability

- (a) A teacher who is absent from work for reasons related to illness, accident, or disability shall be granted long term leave of absence without pay when the teacher's sick leave credit is exhausted and/or the teacher is in receipt of long-term disability benefits.
- (b) If a teacher who is absent for reasons related to illness, accident, or disability for 36 consecutive months, or for a longer period extended by sick leave credit, wishes to return to teaching, the teacher must notify the Board by registered letter of the desire to return to teaching no later than April 1 prior to the school year in which the teacher wishes to return to teaching. It is agreed that, in circumstances where a teacher is not able to give the notice as required above, every reasonable effort will be made to provide the teacher with a position within the complement. The teacher must provide a doctor's certificate verifying the teacher's ability to return to teaching duties, Subject to the provisions of Articles 30 and 3 1, the teacher who has fulfilled the notice requirements above, will be returned to the same school in which the teacher was most recently employed. The teacher shall be entitled to full credit for teaching experience for seniority purposes with the Board during the period of leave.
- (c) Notwithstanding the above, the Board acknowledges its responsibility to accommodate the return to work of a teacher in accordance with prevailing legislation.

ARTICLE 22 - SHORT-TERM PAID LEAVES OF ABSENCE

22.01 Special Leave

- (a) Leave of absence on special grounds with pay and without loss of benefits or loss of sick leave credit for a total of not more than three (3) days in a school year may be granted at the discretion of the Principal. Such leaves may be granted for:
 - essential personal matters
 - personal reasons not including a person's business
 - family illness
 - University/College examinations
 - attendance at summer courses that commence prior to the end of the school year

- personal/family involvements in weddings, graduations, and other such ceremonies
 - religious holy days
 - family involvement around the time of adoption of a child
 - divorce **and/or** child custody proceedings
- (b) In addition to the above, a Principal may grant leaves of up to one-half day with full pay and no loss of special leave or sick leave credits in circumstances where no occasional teacher is required.

22.02 Bereavement Leave

- (a) Absence of up to **five (5)** days per occasion without loss of pay shall be granted and shall not be chargeable against sick leave credits where absence is required through death in the immediate family. Immediate family shall include the teacher's spouse/partner and the following relations to the teacher or the teacher's spouse/partner: parents/step-parents/former guardians, sibling/step-sibling, child/step-child/ward, grandparents, grandchildren, daughter-in-law, son-in-law.
- (b) Absence occasioned by the death of aunts, uncles, nephews, nieces, close friends or funerals in which the teacher plays an active part as pallbearer, flower bearer, etc. shall be granted one (1) day per occasion without loss of pay and shall not be chargeable against sick leave credits.
- (c) Where a teacher requires travel time for absences in (a) and (b) above, such time, in addition to (a) and (b) above may be granted by the Director or designate.
- (d) For absences in (a) and (b) above, additional time may be granted at the discretion of the Director or designate.

22.03 Compassionate Leave

Upon application to the Principal, and at the discretion of the Principal, a teacher may be granted up to two (2) days of Compassionate Leave of Absence in any one year without loss of pay and/or sick leave credits.

22.04 Quarantine, Jury Duty or Witness Duty

Absence occasioned by quarantine, jury duty or subpoena as a witness in any proceedings in which the teacher is not the person who commences the action or application shall not be chargeable against sick leave credits. A teacher's normal salary and benefits shall be unaffected by such absence provided such service fees as are received by the teacher as a juror or witness shall be remitted to the Board.

ARTICLE 23 - PREGNANCY/PARENTAL/ADOPTION LEAVE

23.01 Pregnancy Leave

When a teacher is pregnant, she should inform the principal at least two school months in advance of the expected birth date in order to provide an orderly changeover of classroom duties if a pregnancy leave is required.

23.02 Adoption Leave

- (a) When a teacher expects to adopt a child, the teacher should inform the principal as far in advance of the adoption date as possible and request a leave in order to provide an orderly changeover of classroom duties.
- (b) In the event that either parent of the adopted child wishes to have a leave of three days or less for adoption purposes, such leave shall be granted without loss of pay. A further two days of leave with pay shall be approved, if requested by the teacher, but shall be subtracted from the days available under Article 22 - Special Leave.

23.03 Statutory Parental Leave

Where a teacher is not entitled to statutory pregnancy leave but is entitled and wishes to take statutory parental leave, the teacher should inform the principal at least two school months in advance of the expected date the leave is required in order to provide an orderly changeover of classroom duties. As per the Employment Standards Act, where a teacher takes a statutory pregnancy leave, the statutory parental leave will follow the pregnancy leave directly.

23.04 The following conditions apply to leaves under Article 23.01, 23.02 and 23.03.

- (a) Statutory Pregnancy, Adoption and Parental Leave shall be in accordance with the *Employment Standards Act*, Revised Statutes of Ontario 1990, Chapter E.14, Part XI, sections 34-45, as may be amended from time to time. These sections are attached in Appendix A.
- (b) SEB Plan

Normal salary shall not be paid during the period of the leave. However, for statutory Pregnancy and Adoption Leaves, the Board shall compensate the teacher during the two week waiting period at a rate equal to the Employment Insurance benefit that would be payable to the teacher following the waiting period. This compensation shall be available through a Supplemental Employment Benefit Plan approved by the Canada Employment and Immigration Commission and registered with Human Resources Development Canada. Such SEB-Plan payments shall be made as soon as possible after the teacher submits proof of the Employment Insurance amount that the teacher is eligible for and proof that the first Employment Insurance payment has been made. Such compensation shall not be available for statutory Parental Leave.
- (c) The Board's normal contributions to the premiums of the benefit plans as described in Article 19 shall be continued during the statutory leave but this continued Board contribution shall not exceed the statutory period.
- (d) Statutory leave shall count as teaching experience for salary grid placement purposes.
- (e) The teacher, upon return to duty, shall be entitled to any change in salary scales made effective during the period of absence. The teacher shall suffer no loss of seniority or other benefits as a result of the statutory leave.
- (f) Any teacher who commences a statutory leave shall receive all wages or salaries owing prior to the commencement of the leave, whenever administratively possible.
- (g) A teacher shall be granted a statutory leave during the teacher's first 13 weeks of employment with the Board.

23.05 **Paternity Leave**

Leave of absence without loss of pay occasioned by and around the time of birth of a child shall be granted to the father/partner. Such leave shall be for a total of not more than three (3) days.

23.06 **Non-Statutory Parental Leave**

A non-statutory parental leave may be granted at the discretion of the Director or designate for a period not to exceed two years. The terms of such leave shall be in accordance with Article 21 - Leaves of Absence Without Pay.

ARTICLE 24 - INCLEMENT WEATHER

24.01 Where a teacher is unable to reach the teacher's school because of weather conditions that are severe enough to make it impossible for the teacher to be present or if the teacher's school is closed, there will be no loss of pay, benefits or sick leave credits. It will be the teacher's responsibility to notify the Principal or designate of the situation as soon as possible.

ARTICLE 25 - SECONDMENT

25.01 The secondment of a teacher to an organization external to the Board requires the approval of the teacher, the Board and the outside organization. While on an approved secondment, the teacher shall continue to be an employee of the Board and shall be bound by the provisions of this collective agreement, except that the teacher shall accept all working conditions as they exist in the outside organization as part of the agreement to the secondment. In normal circumstances, the Board will bill the outside organization for the full employment cost of the teacher.

25.02 Upon the conclusion of the secondment, the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 30 and 31.

ARTICLE 26 - DEFERRED SALARY LEAVE PLAN

26.01 The Deferred Salary Leave Plan, hereinafter referred to as DSLP, shall afford teachers the opportunity to take a one (1) year leave of absence financed through the deferral of salary by distributing 'n' years earned pay over 'n + 1' consecutive years.

26.02 The Deferred Salary Leave Plan will be in accordance with the Income *Tax Act*, the Regulations thereunder, any applicable Revenue Canada rulings or legislation, Teacher's Pension Act requirements and any other legislation governing deferred salary leave plans.

26.03 The period of salary deferral shall not be less than two (2) years nor shall it exceed six (6) years. The leave period will be taken at the end of the salary deferral period. In all cases the leave period shall be completed within seven (7) years from the date of enrolment in the plan.

26.04 **Application Process**

A teacher shall make written application to the Director or designate on or before March 1st preceding the school year in which the teacher wishes to begin the DSLP, requesting approval for participation in the DSLP and specifying salary deferral desired.

Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the teacher on or before May 15th of the school year in which the request is made. Such reasons for denial may include, but are in no way limited to, a situation where, in the opinion of the Director or designate, the program of the school or the system would be detrimentally affected by the leave.

26.05 Payment Formula and Retention of Deferred Salary

- (a) In each year of the DSLP preceding the year of leave, the appropriate proportion of salary and allowances will be retained by the Board and held in trust for the teacher to be paid out during the period of the leave. The reduced percentage of salary paid in the years preceding the leave is calculated as follows: $[\frac{n}{n+1}] \times 100\%$ of the salary and applicable allowances normally earned. Interest earned on the deferred salary shall be paid to the teacher in accordance with Revenue Canada regulations and guidelines.
- (b) During the period of the leave, the Board shall pay the teacher the accumulated monies held in trust for the teacher in either,
 - i) instalments conforming to the regular pay periods and in the proportional amounts set forth in Article 10 for the period of leave, or
 - ii) one or two lump sums, if requested by the teacher in special, extenuating circumstances.

26.06 Return Following DSLP

- (a) The teacher will be required to return to the employ of the Board for at least a period that is not less than the period of the teacher's leave of absence, after completion of the plan, unless the plan is cancelled prior to the year of leave.
- (b) Upon the conclusion of the DSLP, the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 30 and 31.

26.07 Withdrawal/Deferral of DSLP

- (a) The teacher shall have the right to request withdrawal from the plan in cases of financial or other hardship, as deemed acceptable under the governing legislation, up to March 1 immediately preceding the school year in which the leave is to be taken. Such request is subject to the approval of the Director or designate. However, in exceptional circumstances and with the approval of the Director or designate, a teacher may withdraw from the plan after March 1.
- (b) Should a teacher withdraw from the plan according to the above paragraph, or should a teacher die or resign from the employ of the Board prior to taking the leave, or should a teacher be declared redundant and actually be placed in a redundant position prior to taking the leave, the Board shall pay to the teacher or the teacher's estate or beneficiary, the withheld salary and applicable allowance money together with interest accrued in the trust account. Such payments shall be made within thirty (30) days of the Board receiving official notice of the above.
- (c) A leave period may be deferred for compelling personal reasons, at the request of the teacher and with the approval of the Director or designate. Such request for deferral must be given in writing to the Director or designate by March 1 preceding the school year in which the leave was first scheduled to occur.

In the event that a suitable replacement is not available for a teacher who has been granted a leave, the Director or designate may defer the period of leave. Notice of such deferral shall be given in writing by March 1 by the Director or designate preceding the school year in which the leave was first scheduled to occur. In this instance, a teacher may choose to remain in the Plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within thirty (30) days of the date of withdrawal.

In exceptional circumstances and with the approval of the Director or designate, a leave period may be deferred after March 1.

26.08 Conditions during DSLP

- (a) During the period of the leave there shall be no sick leave coverage or accumulation, but other benefits may be continued at the discretion of the teacher with the teacher paying the full cost of premiums. Long Term Disability coverage shall be based on the annual salary the teacher last earned prior to the leave period. The arrangement for benefits must be made prior to the commencement of leave and will govern the full period of the leave. In any event, benefits will be reinstated when the teacher returns from leave at the same levels held by the teacher prior to commencement of leave.
- (b) The parties **recognize** that the legislative requirements for payroll deductions, such as income tax, Teachers' Pension Plan, Ontario College of Teachers, Employment Insurance and Canada Pension, shall be applied in accordance with the Acts and Regulations in effect at the time. It is the teacher's responsibility to make contributions that are optional.

Neither the Board nor the Union Local assumes responsibility for any consequences arising out of the implementation of the Teacher Funded Leave Plan related to its effect on Teachers' Pension Plan provisions, Ontario College of Teachers provisions, income tax implications, Employment Insurance and the Canada Pension Plan. Notwithstanding the above, the Board shall make the normal deductions and remittances for these programs.

- (c) A teacher enrolled in the plan shall continue to accumulate seniority during the period of the leave.
- (d) A teacher enrolled in the plan shall not receive teaching experience credit for the period of the leave for the purpose of salary increment.

26.09 A teacher who was enrolled in a Teacher Funded Leave Plan or a Teacher Funded N Over N+ 1 Plan in accordance with the provisions of the collective agreements with predecessor boards of the Board shall be governed at the earliest practical opportunity by the Deferred Salary Leave Plan terms as defined by this Agreement for interest payment during the period of the plan prior to the leave period and payment method of deferred salary during the leave period.

ARTICLE 27 - UNION LOCAL RELEASE TIME

27.01 Long Term Release Time

The Board agrees that release time will be granted to Union Local representatives for up to the equivalent of two full-time teachers. Such representatives, appointed by the Union Local, shall be released from teaching duties in order to undertake appointed responsibilities. The status of

such representative(s) shall continue to be that of a teacher with the Board, retaining all applicable rights and privileges thereto. The Union Local shall notify the Board of the names of such representative(s) for the following school year prior to May 15th.

The Union Local shall reimburse the Board for the total costs of the salary, benefits and allowances of the lowest paid teacher(s) on the grid for the full-time equivalent of the total release time. In the event that any further allowance is paid to the representative(s) on the written request of the Union Local, the Union Local shall reimburse the Board for 100% of such allowance. The salary and benefits for such Union Local representative(s) shall be updated as required and as they would apply had the teacher(s) continued to be assigned their full duties in their school. Annually, the Board will send a bill to the Treasurer of the Union Local for the amount owing and the bill shall be paid in equal monthly instalments on the same basis as the dues remittance specified in Article 5. It is understood that the payment of salary and benefits as required by the Collective Agreement as applying to the Union Local representative(s) as well as any additional allowance(s) shall govern the amounts reported for Teachers' Pension Plan purposes and other benefits.

Subject to Articles 30 and 31, a teacher returning from a long term Union leave has the right to be reassigned to the same school in which they were most recently employed.

27.02 Intermittent Union Release Time

Upon the written request of the Union Local, Union Local representatives shall be granted release time for Union Local purposes. Such release time shall be without loss of salary or benefits. Such release time shall not normally exceed two (2) days at any one time. The actual time(s) of release time(s) shall be mutually agreed upon by the President of the Union Local and the Director or designate. In the event that an occasional teacher is used to cover release time described above, the cost of the occasional teacher shall be paid by the Union Local.

In addition to the above, Union Local representatives will be granted release time to participate in negotiations; such release time to be without loss of pay or benefits. When occasional teachers are used to cover the absence of these teachers, the occasional teacher costs will be shared equally between the Board and the Union Local.

27.03 Provincial Release

The Board agrees that release time will be granted to a teacher who holds an office requiring full-time duty at the provincial Union level, provided that:

- a) the Union reimburses the Board for the cost of the teacher's total salary, benefits and allowances;
- b) the period of release time is one full school year;
- c) the notice of the teacher's intention to run for provincial office is provided to the Director of Education or designate prior to April 1 before the school year in which the release time will be required; and,
- d) the notice of the actual requirement for the release time is provided within 48 hours of the office becoming confirmed for the teacher.

ARTICLE 28 - SEVERANCE PAYMENT PLAN

28.01 The parties agree to grandparent the current gratuity plans for teachers hired on or before May 27, 1999 as they apply in the respective predecessor boards' collective agreements. Notwithstanding the above, the gratuity plan in the Perth collective agreement is deemed to apply to both full and part-time teachers and to teachers retiring who will be in receipt of a pension or

the commuted value of a pension from the Ontario Teachers' Pension Plan.

28.02 For teachers hired with an effective date of employment after May 27, 1999, the language below shall apply.

A teacher, having at least ten years of continuous employment immediately prior to retirement with the Board or the predecessor boards shall be eligible to receive a severance payment using the calculation provided below. Such payment shall in no circumstances exceed one-half of the annual salary rate of the teacher for the 12 months immediately preceding retirement. In this respect, the term 'annual salary' shall be interpreted as being the normal rate of pay, excluding night school, benefits, etc, during the year immediately preceding retirement.

Reasons for retirement shall be:

- (a) age 65 or older for any teacher; and
- (b) receipt of a pension or the commuted value of a pension from the Ontario Teachers' Pension Plan.

Calculation of Severance Payment Plan

$$= \frac{\text{accumulated sick leave}}{2} \times \frac{\text{annual salary}}{200}$$

The severance payment payable shall not be greater than the allowance in the following schedule:

| <u>Years of Experience</u> | <u>Maximum Payment</u> |
|----------------------------|--|
| 10 | 20% |
| 11 | 22% of annual salary rate for the year |
| 12 | 24% immediately preceding retirement |
| 13 | 26% |

and for each additional year of continuous employment a further 2% up to a maximum allowance of 25 years and over, 50% of annual salary rate of the employee for the year immediately preceding retirement.

28.03 The severance payment shall be paid immediately following separation from the Board. A teacher may choose the option of receiving two equal payments spread over two years. Under such two-payment option, the Board shall not be expected to pay any interest.

28.04 In the event of death of a teacher after retirement, any severance payment accrued but unpaid in accordance with the foregoing terms and conditions shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

In the event of death of a teacher with a minimum of ten years' continuous employment, prior to death, with the Board and where death occurs prior to retirement, the benefits of this plan shall be calculated specific to the deceased teacher and this amount shall be paid to the beneficiary or, failing designation in writing of a beneficiary by the teacher, shall be paid to the estate.

ARTICLE 29 - SENIORITY

- 29.01 An elementary teacher shall accumulate seniority throughout each period of employment with the Board. Full seniority shall be accumulated without regard to whether employment is full-time or part-time, and throughout all leave periods.
- 29.02 The criteria for determining order of seniority for elementary teachers shall be in the following order:
- (a) total years of experience as an elementary teacher with the Board or its predecessor boards, and where this is equal;
 - (b) total years of experience as an elementary teacher, including occasional elementary teaching, with the Board or its predecessor boards, and where this is equal;
 - (c) total years of experience as an elementary teacher, including occasional elementary teaching, in Ontario, and where this is equal;
 - (d) total years of teaching experience, including occasional teaching, with the Board or its predecessor boards, and where this is equal;
 - (e) total years of teaching experience which is acceptable to the Ontario Teachers' Pension Plan, and where this is equal;
 - (f) by lot conducted jointly by the parties.
- 29.03 Experience as an occasional teacher for the purpose of tie-breaking shall be calculated by dividing the total number of days of occasional teaching with the Board or its predecessor boards by 185 and rounding up to the nearest 1/10 of a year.
- 29.04 The onus shall be on the teacher to provide documentation of experience used for seniority determination. Any records maintained by the Board will be used to assist in the verification of experience documentation.

29.05 Seniority List

On or before November 1st, a seniority list shall be drawn up by the Board and shall be posted in every elementary school or place of employment for elementary teachers and provided to the Union Local. The list shall include the seniority status in decreasing order of seniority and the factors which determine the seniority status of each teacher respectively, as determined and accumulated in accordance with Article 29.02.

Following the posting of the seniority list, teachers shall have fifteen (15) days in which to point out in writing to the Director or designate any errors or omissions after which time the list shall be deemed to be accurate and correct in all respects. A copy of the corrected seniority list shall be posted prior to December 15th.

The Board will make every effort to post an up-to-date seniority list electronically for access at the school level, and amendments will be provided to the Union Local as soon as practicable after they occur.

ARTICLE 30 - SURPLUS PROCEDURES, POSTING AND TRANSFER OF STAFF

30.01 Designation of Surplus Teachers

- (a) When a school has more teachers for the upcoming school year than the approved staff allocation of the upcoming school year, the teacher with the least seniority in the school shall be declared surplus to the school's needs, provided the teachers who are more senior and who would remain in the school are qualified to teach the assignments required within the school. On or before March 15, the Principal will submit a list of "Teachers Surplus to School Requirements" to the Director or designate and will inform, in writing, each teacher so placed on the list of "Teachers Surplus to School Requirements". The Principal will use the seniority list which has been prepared in accordance with Article 29 and shall name the teachers in reverse order of seniority as being surplus.
- (b) The Director or designate will ensure that, based on the seniority of the teachers designated surplus in Article 30.01 (a), at least the necessary number of teachers with lesser seniority district-wide are designated surplus and eligible for transfer in order to accommodate those teachers with more seniority in other schools who were designated surplus in accordance with Article 30.01 (a). On or before March 31, the Principal will submit a list of "Teachers Surplus For District Reasons" to the Director or designate and will inform, in writing, each teacher so placed on the list of "Teachers Surplus For District Reasons".
- (c) Prior to April 15, the Director or designate will confirm, in writing to the individual teachers impacted, those teachers who were declared surplus to school requirements by the Principal in accordance with Article 30.01 (a) and those teachers who were declared surplus for district-wide reasons in accordance with Article 30.01 (b). In doing so the Director or designate will take into consideration all staffing related information in place as of March 31.
- (d) A summary of the lists and information resulting from the processes undertaken in Article 30.01 (a), (b) and (c) above shall be provided to the Union Local President following each step of the process.

30.02 Transfer of Surplus Teachers

- (a) Teachers declared surplus in accordance with Article 30.01 shall be placed prior to any vacancies being posted on a system basis. This shall not prevent the transfer of staff under Article 30.05 which shall be accommodated as may be possible prior to vacancies being posted on a system basis.

In the event that there are insufficient vacancies to place all teachers, it is the intent of the surplus procedure to ensure that the most senior surplus teachers are placed provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program.

- (b) A teacher who has been declared surplus, and subsequently is transferred to another school, shall be given the opportunity to remain in his/her current school if a suitable vacancy effective for the following September 1 arises on or before June 7 in the year in which the surplus and redundancy procedures are applied and provided the teacher is qualified to fill the vacancy. Following June 7, similar rights may be extended if agreed to by the Principals and the Supervisory Official(s) involved.

30.03 Vacancies and Posting

- (a) An occasional teacher will be hired to fill vacancies as provided for by the Education Act and regulations except where the vacancy is identified in advance as existing for an entire school year.
- (b) Following the placement of surplus teachers and consideration of voluntary transfers submitted by February 15, the Board shall post vacant positions subject to the provisions of Article 30.03 (a) and (c).
- (c) The Board shall post all vacancies which are identified prior to June 7th effective for September 1st of the following school year and those identified on or before November 30th effective for January 1st of that school year, except those vacancies where an Occasional Teacher is used in accordance with the Education Act and regulations as per 30.03 (a). The Board shall not be required to post any subsequent vacancy as a result of the initial posting of the vacancy which was identified on or before November 30th for effect January 1st. Vacancies shall be posted for three (3) working days in each school and office of the Board and a copy will be sent to the Union Local. All teachers shall have reasonable opportunity to respond to such posted vacancies.

30.04 New Positions

Although the Board has the sole right to create or to designate a new position to be filled by a teacher who comes within the scope of this Collective Agreement, it is agreed that the Union Local will be consulted with respect to the salary and additional allowance, if applicable, for such position prior to the new position being advertised. This clause does not apply to secondments for teachers to work on specific projects, internal or external to the Board, if the salaries of the teachers do not change.

30.05 Transfer of Staff

(a) Teacher Requested Transfer

Teachers who have requested voluntary transfer prior to February 15 shall be considered for vacant positions prior to posting such vacancies on a system basis. The teacher will specify the schools to which the teacher wishes to transfer. The teacher may also indicate grade and subject preferences. If a position is not available at any of the requested schools, the transfer will not proceed and the teacher will remain at his/her school, subject to Articles 30 and 31. A response to the request for a voluntary transfer will be communicated in writing to the teacher by May 1st.

(b) Voluntary Exchange

Two or more teachers may initiate a request for voluntary exchange for a period of one (1) school year. Approved voluntary exchanges may, on the request of the teachers involved, be extended for a maximum of one (1) additional school year. Such request(s) will be subject to the approval of the Principals of the schools impacted by the exchange. Such request(s), with the written approval of the Principals, will be submitted for the consideration of the Chief of Human Resources or designate prior to February 15th for effect September 1st of the following school year. Approval/denial of the request(s) will be communicated in writing by May 1st.

(c) Administration Directed Transfer

If, in the opinion of the Director or designate, after proper consultation with the Principal, it would be beneficial to both the teacher and the system, an administrative transfer will take place. Consultation and notification of such administrative transfer for the following school year will take place on or before May 1. Wherever possible, such consultation will take place prior to district-wide staffing meetings, including discussion on the reasons for transfer and potential destinations.

Any teacher transferred at the direction of administration as per Article 30.05 (c), without promotion, shall be paid an allowance not to exceed one thousand two hundred dollars (\$1,200) towards the actual cost of a move of residence if the following additional conditions are met:

- (1) the school to which the teacher is being transferred is further from the residence of the teacher than the school from which the teacher is transferred;
- (2) the teacher changes residence within twelve months of the effective date of the transfer: and
- (3) the change of residence results in a shorter travelling distance than the teacher was travelling prior to the transfer.

30.06 Prior to the commencement of the posting process, the Director or designate will share all information available regarding staff placement with the Union Local President.

ARTICLE 31 - REDUNDANCY AND RECALL

31.01 It is the intent of the surplus and redundancy procedures to declare redundant the teachers with the least seniority provided that in all cases the teachers remaining in the system are qualified and capable of teaching the subjects of the program.

31.02 Surplus Pool

- (a) When a teacher who has completed the required probationary period is declared surplus and eligible for transfer, and no other position for which the teacher is qualified is available in the elementary panel, the teacher will be assigned to a surplus pool, if a position in such pool is available in accordance with 3 1.02 (c), for a period of one (1) school year.
- (b) When a teacher who has not completed the required probationary period is declared surplus and eligible for transfer, and no other position for which the teacher is qualified is available in the elementary panel, the teacher will be declared redundant and the employment of the teacher will be terminated at the end of the present school year in accordance with Article 3 1.02 (e).
- (c) The maximum number of teachers to be carried in the surplus pool shall not exceed five (5) FTE. Teachers in excess of five (5) FTE, who have completed their probationary period, will be declared redundant and have their employment terminated at the end of the present school year in accordance with Article 3 1.02 (e). If no position for which the teacher(s) in the surplus pool is qualified becomes available within the one (1) school year identified above in Article 3 1.02 (a), the teacher(s) will be declared redundant and the employment of the teacher(s) will be terminated at the end of that school year in accordance with Article 3 1.02 (e).

- (d) If a vacancy occurs for a regular teaching position, the teacher with the greatest seniority who has been assigned to the surplus pool shall be assigned to fill such vacant position provided that the teacher is qualified to fill the position. The resulting vacant position in the surplus pool shall be filled for the remainder of the school year by the most senior teacher on the recall list who had completed the probationary period at the time of placement on the recall list. Where no teacher on the recall list had completed the probationary period at the time of placement on the recall list, no teacher will move to the surplus pool.
- (e) By May 31, all teachers whose employment is to be terminated at the end of the school year will be notified in writing by the Director or designate and this notification will clearly state that the termination is for reasons of redundancy. A list of names of teachers so affected shall be given to the Union Local President at the same time it is furnished to the trustees.
- (f) A teacher in the surplus pool will receive all salary, benefits, experience and seniority as if they were assigned a regular teaching position. Teachers in the surplus pool will be assigned work by the Director or designate. The teachers shall be included in their former school's complement for the purpose of staff allocation in accordance with Article 30.01 (a).

3 1.03 Recall

- (a) Where the teacher's employment is terminated as a result of the surplus and redundancy process, the teacher's name will be added to the recall list.
- (b) A teacher whose employment has been terminated or whose assignment has been reduced due to the application of the surplus and redundancy procedures shall have the right of recall, in order of seniority, to positions for which the teacher is qualified for five years if the teacher has completed the probationary period and for two years if the teacher has not completed the probationary period. The teachers shall be included in the teacher's former school's complement for the purpose of staff allocation in accordance with Article 30.01 each year.
- (c) Teachers must notify the Board and the Union Local President by registered letter no later than March 1 of each year that they wish to remain on the recall list. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher.
- (d) Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and of any change of address.
- (e) The Board shall notify teachers being recalled in writing by registered mail and such teachers shall notify the Board of acceptance no later than 14 days after receipt of recall notice. Failure on the part of the teacher to take this action will relieve the Board from any further obligation to recall the teacher. A teacher, unable to notify the Board of acceptance within 14 days due to injury, illness or other reason deemed acceptable by the Director or designate shall not lose further recall rights.

ARTICLE 32 - PART-TIME ASSIGNMENTS

32.01 A part-time teacher is one whose full-time equivalent status is less than 1.0. A part-time teacher shall be subject to the Articles of this Collective Agreement.

- 32.02 A part-time teacher shall receive salary and allowance pro-rated according to the part-time teacher's full-time equivalent status.
- 32.03 Both instructional and non-instructional time for the part-time teacher shall be pro-rated by means of the ratio of the assigned time of the part-time teacher to the assigned time of a full-time teacher.
- 32.04 A part-time teacher whose status is half-time or greater shall be eligible for all benefits with premiums paid as set out in Article 19. A part-time teacher whose status is less than half-time shall be eligible for all of the benefit plans set out in Article 19 with the Board paying one-half of the cost of benefit premiums.
- 32.05 All sick leave credit, accumulation and deductions under this plan shall be pro-rated accordingly for part-time employees.
- 32.06 Recognition of teaching experience will occur in accordance with Article 10.06.
- 32.07 Full seniority shall be accumulated without regard as to whether employment is full-time or part-time.
- 32.08 Part-time teachers who have requested an increase in employment status shall be considered for available vacancies prior to external hiring.

ARTICLE 33 - PROFESSIONAL DEVELOPMENT PLAN

33.01 Purpose

This Plan is to improve the quality of the program offered to the students of the Board. Areas which are to be funded will clearly be in the interest of education in general and education in the Board in particular. Funds will be made available to:

- assist with the professional development of teachers
- ▶ improve the quality of instruction
- develop and improve program and curriculum available in individual schools

33.02 District Professional Development (PD) Committee

- (a) The Professional Development Plan shall be administered by a District PD Committee composed of:
 - Three (3) representatives appointed by the Union Local,
 - Three (3) representatives appointed by the Board Administration.
- (b) The representatives to the District PD Committee will be appointed with the intent to serve, on a school year basis, a minimum of two (2) years, with an annual replacement of one (1) of the representatives.
- (c) The District PD Committee shall:
 - (1) establish the general guidelines for the use of PD funds; and
 - (2) manage funds for central use to support joint Professional Activity day activities; and
 - (3) determine allocations of PD funds to schools on an FTE basis.

- (d) The general guidelines established by the District PD Committee will include and will support the following:
 - curriculum and program development projects;
 - workshops, conventions, up-dating courses, etc;
 - ▶ professional activity day(s).

33.03 Union Local Professional Development (PD) Committee

- (a) The Union Local PD Committee will meet as necessary to administer the school based PD funds.
- (b) The Union Local PD Committee shall be set up by September 15 of each year and shall distribute the general guidelines as established by the Joint PD Committee by September 30.
- (c) The Union Local PD Committee shall, at its initial meeting each school year, establish budget allocations for each school and shall notify all schools of such allocations not later than September 30 of that school year.
- (d) The Union Local PD Committee shall report to the Joint PD on an annual basis or as required by the Joint PD Committee.

33.04 In-School Professional Development (PD) Committee

- (a) An In-School PD Committee shall be established in each school, which shall utilize the general guidelines to administer the in-school PD fund allocation. The In-School PD Committee shall report to the Union Local PD Committee as determined by the Union Local. The Principal will enclose his/her recommendation with all applications for use of PD funds where a teacher's absence from the school is involved.
- (b) The In-School Local PD Committee shall reimburse the Board for the salary paid to occasional teachers hired to replace a teacher on approved PD leave.

33.05 Funds

- (a) On September 1, 2000 and September 1, 2001, the Board shall fund the Professional Development Plan on the basis of \$170 per full-time equivalent (hereinafter known as FTE) teacher in place at the time. The Board shall issue a cheque to the Union Local in this amount to be used solely for the purpose of funding professional development in accordance with the general guidelines.
- (b) The Union Local will allocate the PD funds to the schools on a FTE basis.
- (c) In addition to the funds generated in (a) above, on September 1, 2000, the Board shall issue a cheque to the Union Local in the amount of \$10,000 to be maintained by the Union Local PD Committee for the provision of PD through joint Board and Union Local Professional Activity Days. Effective September 1, 2001, this amount shall be increased to \$12,000.00. Funds not used in a school year for these purposes will be forwarded to the schools by May 30th. If \$2000 or less remains in the fund as of May 30, the amount shall be carried forward and added to the allotment for the central funds for the following school year.

ARTICLE 34 - GRIEVANCE AND ARBITRATION PROCEDURE

34.01 Definitions and Purpose of Grievance

- (a) The purpose of this article is to establish a procedure for the settlement of any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement or of an existing practice of the Board. The contravention of practices of the predecessor boards will not form the basis of any grievance.
- (b) A 'party' to the grievance shall be defined as the Union Local or the Board. The 'complainant' shall be the teacher.
- (c) 'Days' shall mean scheduled work days in the applicable school year calendar unless otherwise indicated.

34.02 General

- (a) If the complainant fails to complete the complaint procedure within the total number of school days outlined in 34.03, the complaint shall be deemed to be abandoned.
- (b) If the **grievor** fails to act within the time limits in school days set out at any step of the grievance procedure, the grievance shall be deemed to be abandoned.
- (c) If an official fails to reply to either a complaint or grievance within the time limit set out at any stage, the complainant or the **grievor** will submit the complaint or grievance to the next step outlined in the procedure.
- (d) At any stage of the complaint or grievance procedure, the time limits imposed upon either party may be extended by written mutual consent. In addition, one or more steps in the grievance procedure in regards to the processing of a particular grievance may be omitted by written mutual consent of the parties.
- (e) At any step of the grievance procedure, the parties may be represented by a Union representative, advisor, agent, counsel or solicitor.
- (f) No action of any kind shall be taken against any person because of participation in the grievance and/or arbitration procedures under this Collective Agreement.

34.03 Complaint Procedure

A teacher or a group of teachers, with the concurrence of the Union Local, may initiate a complaint with the teacher's immediate supervisor (the Principal in the case of all in-school teachers). The teacher shall indicate that the complaint is in accordance with Article 34 to proceed. Such complaint shall be brought to the attention of the immediate supervisor within ten (10) school days of the teacher's awareness of the occurrence of the circumstances giving rise to the complaint. Failing settlement within five (5) school days of the time when the complaint is first discussed with the immediate supervisor, the complaint may be taken up within a further five (5) school days as a grievance in the manner and sequence described in Article 34.

Grievance Procedure

A grievance shall contain:

- (a) the name(s) of the teacher(s) involved,
 - (b) a brief description of the alleged violation, including any facts to support the grievance;
- and

- (c) the clauses or any other language alleged to be violated; and
- (d) the relief or remedy sought.

Step One

Failing settlement under the complaint procedure, the Union Local may, within the time limits prescribed in Article 34.03, refer the grievance in writing to the Chief of Human Resources or designate who shall answer the grievance in writing within ten (10) school days after receipt of the grievance.

Step Two

Failing settlement at Step One, the Union Local may, within ten (10) school days of the response of the Chief of Human Resources or designate, refer the grievance in writing to the Director of Education or designate who shall answer the grievance in writing within ten (10) school days.

Step Three

Failing settlement at Step Two, the Union Local may, within ten (10) school days of the response of the Director of Education or designate, refer the grievance to arbitration in the manner and sequence prescribed under Article 34.07. If, within ten (10) school days of the delivery of the reply of the Director or designate under Step Two, the Union does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

Grievance Hearing

A meeting between the Parties for the purpose of attempting to resolve a grievance shall be called at the request of either party as a part of Step 1 or Step 2. This meeting shall take place within ten (10) school days following the request and shall delay the reply required by the period of time between the request for the meeting and the date of the meeting.

34.04 Grievance by Union Local

The Union Local shall have the right to file a written grievance on behalf of an individual teacher, a group of teachers, a retired teacher or a deceased teacher commencing at Step One as described in Article 34.03.

A grievance shall contain those items listed in Article 34.03.

34.05 Grievance by Board

Step One

The Board shall have the right to file a written grievance with the President of the Union Local within ten (10) school days of the occurrence of the circumstances giving rise to the grievance. The President of the Union Local shall respond within ten (10) days.

Step Two

Failing settlement at Step One, the Board may, within ten (10) school days, refer the grievance to arbitration in the manner and sequence prescribed under Article 34.07. If, within ten (10) days of the delivery of the reply of the President of the Union Local under Step One, the Board does not give written notice of proceeding to arbitration then the grievance shall be deemed abandoned.

34.06 Grievance Mediation

Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and shall stipulate the name of the person and the **timeline** for grievance mediation to occur.

34.07 Arbitration of Grievance

Where a difference has arisen between the parties, either of the parties may, after exhausting the grievance procedure established above, notify the other party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first party's appointee as a single arbitrator or appointee to an arbitration board. The recipient of the notice shall, within ten (10) school days, inform the other party of acceptance of the single arbitrator or provide the name of its appointee to the arbitration board. Where two appointees are so selected they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be chairperson. If the recipient of the notice fails to appoint an arbitrator or if the two appointees fail to agree upon a chairperson within the time limit, the appointment shall be made by the Minister of Labour for Ontario upon the request of either party.

The single arbitrator or the arbitration board, as the case may be, shall hear and determine the difference or allegation and shall issue a decision, and the decision is final and binding upon the parties and upon any employee or employer affected by it. The decision of the majority is the decision of the arbitration board, but, if there is no majority, the decision of the chair governs. The arbitrator or arbitration board shall not make any decision which is inconsistent with the provisions of this Collective Agreement, nor which serves to add to, delete from, modify or otherwise amend the provisions of this Collective Agreement.

All costs of the chairperson of the arbitration board shall be shared equally by the parties. Each party shall bear the costs of its own appointee to an arbitration board and of its own witnesses.

ARTICLE 35 - TEACHER-IN-CHARGE

- 35.01 A Teacher-In-Charge will be appointed in each Elementary School. The criteria for a job description and qualifications, along with the procedures for appointment, will be determined by the Board.
- 35.02 The allowance for time spent as Teacher-In-Charge shall be \$32.00 per day, prorated as may be necessary. Payment will only be approved in cases where the teacher was required to act as Teacher-In-Charge for at least one-half of the school day.
- 35.03 While a teacher is performing the duties of a Teacher-In-Charge, an occasional teacher may be secured to perform the responsibilities of that teacher.
- 35.04 A teacher acting as Teacher-In-Charge shall not be required to discipline or evaluate other teachers.

ARTICLE 36 - REPLACEMENT PRINCIPAL/VICE-PRINCIPAL

- 36.01 A Replacement Principal and/or Vice-Principal position may be created when a Principal or Vice-Principal is on temporary leave of absence for a period that is more than one week but not more than one school year. A teacher may be temporarily appointed as a Replacement Principal or Vice-Principal.

36.02 For the duration of a teacher's appointment to a Replacement Principal or Vice-Principal position, the terms and conditions of employment for Principals and Vice-Principals shall apply to the teacher as well as the terms of this Agreement including but not limited to Articles 5 and 19 but excluding Articles 10, 12 and 33. In particular:

- (a) the teacher shall continue to be enrolled in the benefit plans applicable as a teacher; and
- (b) the teacher shall continue to accrue seniority as a teacher; and
- (c) the teacher shall pay union dues on the salary received.

36.03 Upon the conclusion of the Replacement appointment as described in 36.01, the teacher will have the right to be returned to the teacher's former school subject to the procedures in Articles 30 and 31.

36.04 Only qualified Vice-Principals and Principals who are not Union Local members shall evaluate members of the Union Local.

Those Vice-Principals currently in Acting appointments and covered by the Elementary Teacher Agreement 1998-2000 at the time of ratification of the 2000-2001 Agreement will have the terms and conditions grandparented.

APPENDIX A

EMPLOYMENT STANDARDS ACT

with respect to Pregnancy and Parental Leave

PART XI

34. In this Part,

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

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

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

- 35.- (1) A pregnant employee who started employment with her employer at least thirteen weeks before the expected birth date is entitled to a leave of absence without pay.
- (2) An employee may begin pregnancy leave no earlier than seventeen weeks before the expected birth date.
- (3) The employee must give the employer, at least two weeks written notice of the date the leave is to begin; and a certificate from a legally qualified medical practitioner stating the expected birth date. 1990, c.26, s. 2, part.
- 36.- (1) Subsection 35(3) does not apply in the case of an employee who stops working because of complications caused by her pregnancy or because of a birth, still-birth or miscarriage that happens earlier than the employee was expected to give birth.
- (2) An employee described in subsection (1) must, within two weeks of stopping work, give the employer,
- (a) written notice of the date the pregnancy leave began or is to begin; and
- (d) a certificate from a legally qualified medical practitioner that,
- (i) in the case of an employee who stops working because of complications caused by her pregnancy, states the employee is unable to perform her duties because of complications caused by her pregnancy and states the expected birth date, or
- (ii) in any other case, states the date of the birth, still-birth or miscarriage and the date the employee was expected to give birth. 1990, c. 26, s. 2, part
- 37.- (1) The pregnancy leave of an employee who is entitled to take parental leave ends seventeen weeks after the pregnancy leave began.
- (2) The pregnancy leave of an employee who is not entitled to take parental leave ends on the later of the day that is seventeen weeks after the pregnancy leave began or the day that is six weeks after the birth, still-birth, or miscarriage.

- (3) The pregnancy leave of an employee ends on a day earlier than the day provided for in subsection (1) or (2) if the employee gives the employer at least four weeks written notice of that day. 1990, c. 26, s. 2, part.
- 38.- (1) An employee who has been employed by his or her employer for at least thirteen weeks and who is the parent of a child is entitled to a leave of absence without pay following,
- (a) the birth of the child; or
- (b) the coming of the child into the custody, care and control of a parent for the first time.
- (2) Parental leave may begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (3) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (4) The employee must give the employer at least two weeks written notice of the date the leave is to begin. 1990, c. 26, s. 2, part.
- 39.- (1) Subsection 38 (4) does not apply in the case of an employee who is the parent of a child and who stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected.
- (2) The parental leave of an employee described in subsection (1) begins on the day the employee stops working.
- (3) An employee described in subsection (1) must give the employer written notice that the employee wishes to take leave within two weeks after the employee stops working. 1990, c. 26, s.2, part.
40. Parental leave ends eighteen weeks after it began or on an earlier day if the employee gives the employer at least four weeks written notice of that day. 1990, c. 26, s. 2, part.
- 41.- (1) An employee who has given notice to begin pregnancy leave or parental leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least two weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least two weeks written notice before the date leave was to begin.
- (2) An employee who has given notice to end leave may change the notice,
- (a) to an earlier date if the employee gives the employer at least four weeks written notice before the earlier date; or
- (b) to a later date if the employee gives the employer at least four weeks written notice before the date leave was to end. 1990, c. 26, s. 2, part.

- 42.- (1) During pregnancy leave or parental leave, an employee continues to participate in each type of benefit plan described in subsection (2) that is related to his or her employment unless he or she elects in writing not to do so.
- (2) For the purpose of subsection (1), the types of plans are pension plans, life insurance plans, accidental death plans, extended health plans, dental plans and any other types of benefit plans that are prescribed.
- (3) During an employee's pregnancy leave or parental leave, the employer shall continue to make the employer's contributions for any plan described in subsection (2) unless the employee gives the employer a written notice that the employee does not intend to pay the employee's contributions, if any.
- (4) The period of an employee's pregnancy leave or parental leave is included in any calculation of his or her length of employment (whether or not it is active employment), length of service (whether or not it is active service) or seniority, for the purpose of determining whether he or she has a right under a contract of employment.
- (5) The period of an employee's pregnancy leave or parental leave is not included when determining whether the employee has completed any probationary period of employment.
- 43.- (1) The employer of an employee who has taken pregnancy leave or parental leave shall reinstate the employee when the leave ends to the position the employee most recently held with the employer, if it still exists, or to a comparable position, if it does not.
- (2) If the employer's operations were suspended or discontinued while the employee was on leave and have not resumed when the leave ends, the employer shall reinstate the employee, when the operations resume, in accordance with the employer's seniority system or practice, if any.
- (3) The employer shall pay a reinstated employee wages that are at least equal to the greater of,
- (a) the wages the employee was most recently paid by the employer; or
- (b) the wages that the employee would be earning had the employee worked throughout the leave. 1990, c. 26, s. 2, part
44. An employer shall not intimidate, discipline, suspend, lay off, dismiss or impose a penalty on an employee because the employee is or will become eligible to take, intends to take or takes pregnancy leave or parental leave. 1990, c. 26, s. 2, part.
45. Where an employer fails to comply with the provisions of this Part, an employment standards officer may order what action, if any, the employer shall take or what the employer shall refrain from doing in order to constitute compliance with this Part and may order what compensation shall be paid by the employer to the Director in trust for the employee. R.S.O. 1980, c. 137, s. 39.

APPENDIX B

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

**RE: STATEMENT OF PHILOSOPHICAL INTENTION REGARDING
SPECIALIST TEACHERS**

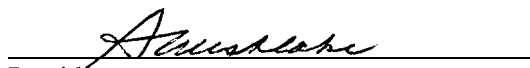
It is the intention of the Board, where possible, to staff the elementary schools with a variety of specialist teachers. The Board recognizes the contributions of all specialist teachers. Further, the Board, through its Principals, shall endeavour to include on the staff of every school, teachers with library and music qualifications.


Dated at Seaforth, Ontario this day of December, 2000.


Signed and agreed on behalf of the Board:

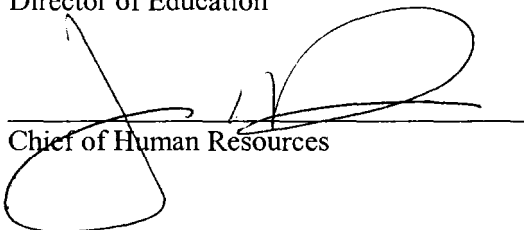
Signed and agreed on behalf of the Union Local:


Chair of the Board


President


Director of Education


Chief Negotiator


Chief of Human Resources


CBC Chair

APPENDIX C

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

RE: SEVERANCE PAYMENT PLAN ALTERNATIVES

The parties agree to establish a committee with equal representation of the Board and the Union Local to investigate and review possible alternatives to the current provisions on severance payment plans as set out in Article 28 and to make recommendations to the parties by May 1, 2001.


Dated at Seaforth, Ontario this day of January, 2001.

Signed and agreed on behalf of the Board:


Signed and agreed on behalf of the Union Local:




Chair of the Board



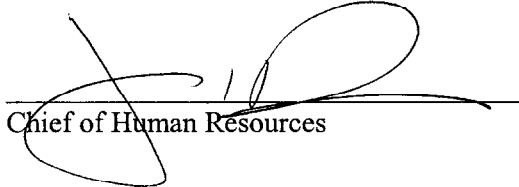
President



Director of Education



Chief Negotiator



Chief of Human Resources



CBC Chair

APPENDIX D

LETTER OF UNDERSTANDING

between

THE AVON **MAITLAND** DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO


RE: GUIDELINES FOR SCHOOL STAFF ADVISORY COMMITTEE

The Board and the Union Local will develop guidelines for the functions of the School Staff Advisory Committee. The parties will work together to formulate the guidelines. These guidelines will be completed by January 31, 2001 for implementation in the spring of 2001. The Committee will be comprised of two (2) Union Local and two (2) Board representatives.


Dated at Seaforth, Ontario this day of January, 2001.

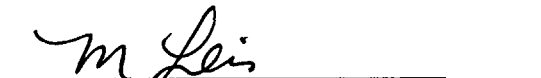
Signed and agreed on behalf of the Board:

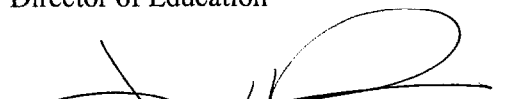
Signed and agreed on behalf of the Union Local:


Chair of the Board


President


Director of Education


Chief Negotiator


Chief of Human Resources


CBC Chair

APPENDIX E

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

RE: PROFESSIONAL ACTIVITY TIME

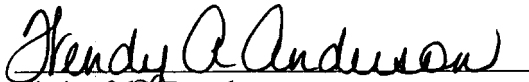
NO

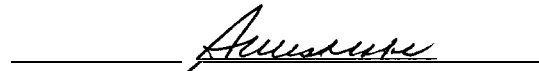
Effective for the 2000/2001 school year only, the parties agree that in addition to the preparation time referred to in Article 12.07, the Board shall provide each full-time equivalent (FTE) teacher access to one (1) FTE school day, with coverage by an occasional teacher, to undertake professional activities. Exceptions for replacement may occur with the agreement of the Union Local and the Chief of Human Resources or designate. The use of this time is subject to the approval of the Principal for release from the school and subject to the availability of appropriate occasional teacher coverage. Such time must be taken in a minimum of ½ day block.


Dated at Seaforth, Ontario this day of January, 2001.


Signed and agreed on behalf of the Board:

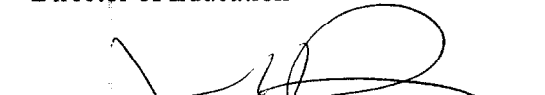
Signed and agreed on behalf of the Union Local:



Chair of the Board


President


Director of Education


Chief Negotiator


Chief of Human Resources


CBC Chair

APPENDIX F

LETTER OF UNDERSTANDING

between

THE AVON **MAITLAND** DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

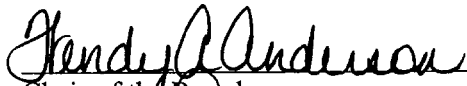
RE: LASER EYE SURGERY REVIEW

The Board and the Union Local will establish a committee to explore the costs and other information related to obtaining a Laser Eye Surgery Plan.

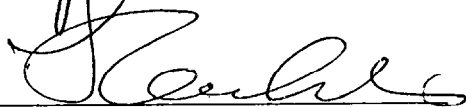
Dated at Seaforth, Ontario this day of January, 2001.

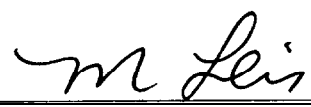
Signed and agreed on behalf of the Board:

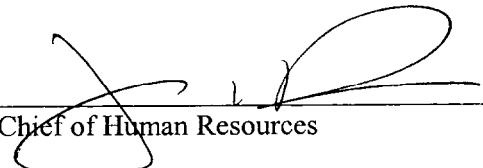
Signed and agreed on behalf of the Union Local:



Chair of the Board


President


Director of Education


Chief Negotiator


Chief of Human Resources


CBC Chair

APPENDIX G

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

RE: REVIEW OF BENEFIT PLANS - COST CONTAINMENT

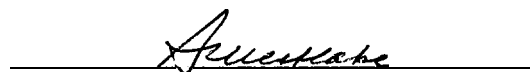
The Board and the Union Local will establish an Elementary Teachers' Benefit Review Committee with equal representation of the Board and the Union Local to review the benefit plans, their costs and provisions, with a view to managing costs jointly between the parties. Such review may include recommended actions to the parties, prior to May 1, 2001.


Dated at Seaforth, Ontario this day of January, 2001.

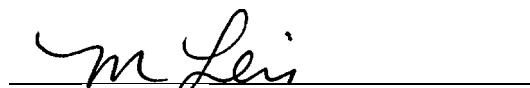
Signed and agreed on behalf of the Board:

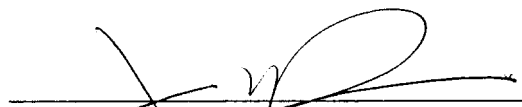
Signed and agreed on behalf of the Union Local:


Chair of the Board


President/


Director of Education


Chief Negotiator


Chief of Human Resources


CBC Chair

APPENDIX H

LETTER OF UNDERSTANDING

between

THE AVON MAITLAND DISTRICT SCHOOL BOARD

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

RE: PRINCIPAL/VICE-PRINCIPAL RETURN TO UNION

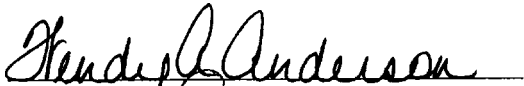
During the life of this Collective Agreement, no teacher covered by this Agreement will be declared redundant as a result of a Principal or Vice-Principal returning to the Union.

Either party may grieve a violation of this Letter of Understanding under Article 34 of the Collective Agreement if required.


Dated at Seaforth, Ontario this day of January, 2001.

Signed and agreed on behalf of the Board:

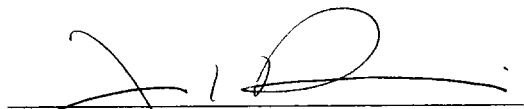
Signed and agreed on behalf of the Union Local:


Chair of the Board


President


Director of Education


Chief Negotiator


Chief of Human Resources

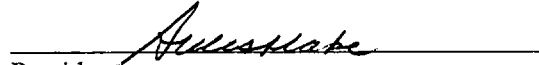

CBC Chair


Dated at Seaforth, Ontario this day of January, 2001.

Signed and agreed on behalf of the Board:


Signed and agreed on behalf of the Union Local:

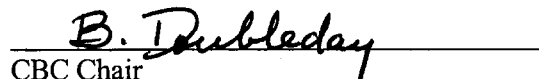

Chair of the Board


President


Director of Education


Chief Negotiator


Chief of Human Resources


CBC Chair