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TERM.	2000 08 31
No. OF EMPLOYEES	1300
NOMBRE D'EMPLOYÉS	JF

CERT. FILE		
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MALE EMPS		
F'MLE EMPS		
TOTAL EMPS	1308	
EFF. DATE	01-SEP-98	
EXP. DATE	31-AUG-2000	
CODING CONTROL	DATE	CODER
IDENT CODED		
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OFFICE OF
AUG 16 1999
COLLECTIVE BARGAINING
INFORMATION

**COLLECTIVE AGREEMENT
BETWEEN**

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

**THE GREATER ESSEX COUNTY LOCAL
OF
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

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SEPTEMBER 1, 1998 TO AUGUST 31, 2000

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ARTICLE I - PURPOSE AND SCOPE

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and each teacher in the Union and to cooperate to the fullest extent in an endeavour to provide the highest quality of educational services.
- 1.02 It is the intent and purpose of this Agreement to establish salaries, allowances and benefits, and to provide for certain terms and working conditions and to provide for the prompt and equitable settlement of grievances.
- 1.03 This Agreement shall supersede all previous such agreements. Except for error, inadvertence or omissions, it shall set the terms of employment and it shall be binding upon the Board, the Bargaining Unit and the individual members of the Bargaining Unit.

ARTICLE II - RECOGNITION

- 2.01 The Employer recognizes The Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as teachers to one or more elementary schools or to perform duties in respect of such schools all or most of the time.
- 2.02 The Employer recognizes the right of the Bargaining Unit to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Employer further recognizes its obligation to advise a teacher of his/her right to Bargaining Unit representation at a meeting when the conduct or competence of a teacher is being considered which may lead to disciplinary actions.

- 2.04 The Union recognizes the Negotiations Policy Committee and its Negotiation Team **as** the body authorized to negotiate on behalf of the Board.
- 2.05 The Union recognizes the right of the Employer to authorize 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.
- 2.06 The Union shall notify the Board in writing of the names of persons elected to office in the Union.
- 2.07 The Union will be allowed to communicate with its membership using the Board's internal mail service, fax and e-mail.
- 2.08 The Board shall provide the Workplace Steward access to a bulletin Board in each workplace for the posting of Union business and information for the Union membership.
- 2.09 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.

ARTICLE III - INTERPRETATION

- 3.01 "Additional allowance" means the allowances paid under Articles VII and VIII in addition to basic salary.
- 3.02 The "Board" means the Greater Essex County District School Board.
- 3.03 "Salary"
(a) "Basic Salary" means salary according to the salary grid(s) in Article VII.

- (b) "Total Salary" means basic salary as defined under Subsection 3.03 (a) plus additional allowances.

3.04 Definition of Teacher

- (a) A "teacher" means a teacher as defined in the Education Act.
- (b) A "Laid-off Teacher" is a teacher who cannot be accommodated in the elementary panel based on his/her seniority and qualifications.
- (c) "Occasional Teacher" is a teacher employed by the Board to:
 - (i) teach as a replacement for a teacher who has died during the school year, but does not extend past the end of the school year in which the death occurred
 - (ii) teach as a replacement for a teacher who is absent from his/her regular duties for a temporary period that does not extend past the end of the second school year after his/her absence begins.
- (d) "Part-Time teacher" means a teacher employed by the Board on a regular basis for other than full-time duty.
- (e) "Permanent Teacher" means a teacher employed by the Board as a permanent teacher.
- (f) A "Surplus Teacher" is a teacher who is not needed to meet the program requirements of a school.

3.05 The "Union" means the Elementary Teachers' Federation of Ontario.

3.06 "Vacancy" means the position which has been vacated because of promotion, resignation, death, discharge, retirement or extended leave of absence - other than a seventeen (17) week maternity leave - that extends beyond the end of the school year.

ARTICLE IV - MANAGEMENT RIGHTS

- 4.01 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage its elementary schools under its jurisdiction according to the laws of Ontario and subject to the express provisions of this Agreement, so long as these provisions are not inconsistent with any law of Ontario. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.
- 4.02 (a) The Union further recognizes the right and duty of the Board to promote, demote, transfer, discharge, suspend without pay and discipline teachers for just cause, subject to the provisions of the Agreement expressly governing the exercise of these rights and subject to the right of any teacher to lodge a grievance in accordance with Article XV.
- (b) No teacher shall be demoted, discharged, dismissed or disciplined in any way without just cause. The Union accepts a lesser standard for a probationary teacher.
- 4.03 The Board agrees to consult with the Union concerning policy changes that may affect the working conditions of teachers, prior to implementation of such changes. Such consultation may take place at the Teacher/Board Committee level and may be initiated by either party.
- 4.04 The Board agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.
- 4.05 Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence. No other member of the Union shall be required or requested to evaluate a teacher's competence.

ARTICLE V - IMPLEMENTATION

- 5.01 (a) The salary, benefits, and allowances agreed upon in any contract between the Board and a teacher shall be the salary, benefits and allowances provided for in this Agreement and any other payments or arrangements related thereto shall not be agreed to, shall not be binding and shall be deemed to be contrary to this Collective Agreement.
- (b) All teachers shall be given equal pay for equal qualifications and experience and equal opportunity for teaching positions, benefits, leaves and education improvements.
- 5.02 If a teacher is appointed to a Position of Added Responsibility for a term appointment and the teacher is declared surplus before the end of the term appointment, he/she shall continue to receive the additional allowance until the end of the agreed upon term.
- 5.03 (a) In the event the Employer requires a new position within the system for teachers subject to this Agreement, the administration shall first discuss the creation and salary of the new position with the Bargaining Unit. Such position shall be advertised within the elementary schools for a period of ten (10) teaching days. If no applications are received or if none of the applicants are qualified to fill the position, the Employer may take such steps as it considers necessary to fill such positions.
- (b) Qualified teachers in the employ of the Board in the elementary panel shall be given the opportunity to be considered for any such new position prior to external advertisement of the position and shall be given priority and preference in appointment provided all-other factors are equal.

- (c) The Union will be notified by the Board as to the qualifications for the position.

- 5.04 Blank Acceptance of Position forms for all teachers who are subject to this Agreement shall be accessible to the Union.

- 5.05 There shall be no discrimination by the parties against a teacher because of race, age, creed, colour, religion, gender, sexual orientation, marital status, handicap, or because of participation in the lawful activities of the Union.

- 5.06 Probationary Period
A newly hired teacher with at least one year experience shall serve a probationary period of one year. A newly hired teacher with no experience shall serve a two year probationary period.

ARTICLE VI - CATEGORY CLASSIFICATION

- 6.01 (a) Each teacher's category classification on the salary grid shall be determined by the application of the Qualifications Evaluation Council of Ontario, Program 4.

- (b) A teacher who has formerly been placed in a category higher than that established by QECO Program 4 shall continue to be placed in that higher category and shall not be adversely affected by the implementation of Section 6.01(a).

- 6.02 (a) When a course or courses which result in a category change have been completed before September 1st, the salary adjustment shall be retroactive to September 1st of the same year provided that:
 - (i) the teacher notified the Human Resources Division at the Board Office in writing by November 30th that he/she is expecting a change in category or qualifications.

- (ii) the documentary evidence was submitted to the Board office prior to June 1st of the same school year.
- (b) When a course or courses which result in a category change have been completed by December 31st, the salary adjustment shall be retroactive to January 1st provided that:
 - (i) the teacher notified the Human Resources Division at the Board office in writing by March 31st that he/she is expecting a change in category or qualifications.
 - (ii) the documentary evidence was submitted to the Board office prior to June 1st of the same school year.
- (c) Documentary evidence of category change or improved qualifications shall be submitted by the teacher such as the original of his/her Ontario College of Teachers certificate and/or original university transcript together with the statement of evaluation from QECO. In the event of any discrepancy, QECO shall govern.

6.04 Temporary Positions of Added Responsibility

- (a) When a Principal or Vice-principal will be absent from school for a period of more than twenty (20) consecutive work days, but less than one school year, the Board may appoint a Teacher as a "Temporary Principal or Vice-Principal" to fulfill the duties of the absent administrator.
- (b) The "Temporary Principal/Vice-Principal" shall be paid at the starting grid salary rate for the position, prorated for the period of the temporary assignment. The

duties and responsibilities of the "Temporary Principal/Vice-Principal" shall be the same as the Principal/Vice-Principal in that school for the period of the temporary assignment. The "Temporary Principal and Vice-Principal" shall pay dues to the Union.

- (c) The Teacher shall be entitled to return to the Teacher's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break of service within the Bargaining Unit.
- (d) A replacement teacher shall be hired to replace a Teacher who is appointed as a "Temporary Principal/Vice-Principal" for the duration of the temporary assignment.
- (e) This appointment may be terminated by mutual consent.

6.05 Acting Administrative Positions-Terms and Conditions

- (a) The parties agree that an employee who is a member of the Bargaining Unit may substitute for an absent Principal/Vice-Principal for a period of not less than a day on a temporary basis not to exceed twenty (20) days. The acting Principal/Vice-Principal shall be paid the following salary:

1/194 of Year 1 of the Principal/Vice-Principal's Salary Scale times the number of days in the position. This salary shall be in lieu of the employee's regular salary.

- (b) The employee will continue to be subject to all terms and conditions of this Collective Agreement.

- (c) An occasional teacher **shall** be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal.
- (d) The Teacher in Charge shall not discipline or evaluate other Teachers.

ARTICLE VII - SALARY SCHEDULE

7.01 (a) Salary Grids

The minimum basic salary for teachers shall be according to the following grids in respect of qualifications and experience:

Effective September 1, 1999 to August 31, 2000

Years Experience	(A)
0	\$30,211
1	31,712
2	<u>33,244</u>
3	34,955
4	36,805
5	38,699
6	40,755
7	42,658
8	46,544
9	50,813
10	55,295

Note: A teacher in Category A can only move beyond the penultimate step (Step 9) after having successfully completed the course requirements in accordance with the Pay Equity Agreement.

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Years Experience	(A1)	(A2)	(A3)	(A4)
0	\$31,420	\$32,748	\$35,807	\$37,463
1	33,170	34,596	37,871	39,670
<u>2</u>	<u>35,012</u>	36,547	40,048	42,012
3	36,957	38,613	42,358	44,492
4	39,018	40,788	44,800	47,115
5	41,185	43,084	47,379	49,893
6	43,476	45,519	50,107	52,838
7	45,891	48,087	52,991	55,957
8	48,445	50,794	56,049	59,258
9	55,295	56,849	63,319	66,172

- (b) All teachers of the predecessor Essex County Board of Education, who in the 1999-2000 school year are at Year One to Year Eight on the salary grid, will continue to be paid for that year in accordance with the predecessor Essex County Board salary grid.
- (c) All teachers of the former Windsor Board of Education who are at maximum (Year 9) will receive a \$300.00 signing bonus.

7.02

Cost of Living Allowance -
(Suspended for the currency of this Agreement.)

All teachers covered by this Agreement shall be subject to a cost of living allowance as set forth below:

- (i) The cost of living allowance will be based on the period of April 1992 to April 1993 and will trigger when the Consumer Price Index for the above-mentioned period exceeds 4.8% and will be capped when the Consumer Price Index reaches 7%.

- (ii) The cost of living allowance will be equal to the rate of increase in the Consumer Price Index (Canada 1981=100) accurate to the nearest 10th of a percent applied to the September 1, 1992 to August 31, 1993 salaries and allowances as set forth in Sections 7.01, 7.02. Such cost of living allowance will be paid in a lump sum payment in June of 1993 and it will be folded into the salaries and allowances as set forth in Section 7.01 (a) effective September 1, 1992 to August 31, 1993.
- (iii) No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in the published figures used in the calculation of the Consumer Price index for any month on the basis of which the allowance has been determined.
- (iv) Prorated cost of living payments will be made to teachers who are employed on a part-time basis.

7.03 Pay Schedule for the 1999-2000 school year.

A minimum of forty (40) percent of a teacher's salary shall be paid by December 31 in any school year. The remaining sixty (60) percent of a teacher's salary shall be paid by June 30th.

There will be twenty-two (22) payments of salary in accordance with the following schedule:

First date of work for teachers	advance - 6% of annual	
September 15	5% of annual	.75 of 1% withheld
September 30	5% of annual	.75 of 1% withheld
October 15	5% of annual	.75 of 1% withheld
October 30	5% of annual	.75 of 1% withheld
November 15	5% of annual	.75 of 1% withheld
November 30	5% of annual	.75 of 1% withheld

December 15	5% of annual	.75 of 1% withheld
December 30	5% of annual	.75 of 1% withheld
January 15	5% of annual	.75 of 1% withheld
January 30	5% of annual	.75 of 1% withheld
February 15	5% of annual	.75 of 1% withheld
February 29	5% of annual	.75 of 1% withheld
March 15	5% of annual	.75 of 1% withheld
March 30	5% of annual	.75 of 1% withheld
April 15	5% of annual	.75 of 1% withheld
April 30	5% of annual	.75 of 1% withheld
May 15	5% of annual	.75 of 1% withheld
May 30	5% of annual	.75 of 1% withheld
June 15	5% of annual	.75 of 1% withheld
Last day of work in		
June for teachers	5% of annual	.75 of 1% withheld

Last day of work in
June for teachers final holdback - 9% of annual

There will be no deductions from the advance payment or the final holdback payment. All required deductions will be made from the twenty regular payments.

7.04 Credit for Teaching Experience

The following shall apply for the purpose of determining the annual salary appropriate to a teacher's teaching experience:

- (a) Previous teaching experience in Ontario or equivalent. This does not include occasional teaching experience. The practice of the predecessor Essex Board with respect to the United Mennonite Educational Institute (UMEI) shall continue to be recognized.
- (b) Effective September 1998 extended occasional teaching experience with this Board as defined in the Elementary Occasional Teacher Agreement.

(c) Teaching experience shall be calculated on the basis of one (1) month equals .1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Teaching experience under Subsections 7.04 (a) and (b) shall be cumulative from year to year and shall be calculated as follows:

(i) each full year of experience shall count as one (1) year;

(ii) any remaining fraction of a year shall be calculated as follows:

Less than four (4) complete months in a school year	-no credit
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Four (4) complete months and less than eight (8) complete months in a school year	-1/2 year credit and 1/2 increment shall be paid.
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Eight (8) complete months and up to ten (10) complete months in a school year	-1 year credit
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(d) Other teaching experience which is accredited by documentation will be allowed.

Note: Proof of experience shall be furnished as the original or the written statement of the employing Board(s)

7.05 Post Graduate Degrees and Additional Educational Allowances

In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:

- (a) A holder of an approved master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$923.00 per annum.
- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificate or purposes, will receive \$1,600.00 per annum inclusive of the allowance for an approved Master's degree.
- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third courses are being used for other certificates or purposes above the level of an undergraduate degree will receive \$425.00 per annum, effective January 1, 1975.

7.06 Other Experience

Teachers who have business or industrial experience or other experiences related to the field for which the teacher is hired shall be paid an allowance of \$300 per year up to a maximum of \$3000 in addition to placement on the grid. Such allowance not to pierce the maximum.

NOTE: For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be used to calculate the experience allowance.

ARTICLE VII SALARY SCHEDULE...continued

7.08 Post Graduate Degrees and Additional Educational Allowances

In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:

- (a) A holder of an approved master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive \$923.00 per annum.
- (b) The holder of an approved Ph.D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificate or purposes, will receive \$1,600.00 per annum inclusive of the allowance for an approved Master's degree.
- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third of the courses are being used for other certificates or purposes above the level of an undergraduate degree will receive \$425.00 per annum, effective January 1, 1975.

7.09 Isolation Allowance

A teacher in the Pelee Island Public School Unit shall be granted an isolation allowance of \$1,401 per annum.

The parties agree that the above forms part of the Collective Agreement signed June 26, 1999.

For the Greater Essex County
District School Board

For the Greater Essex County
Elementary Teachers' Local

7.07 It is the responsibility of the teacher to furnish proof of experience directly to the Human Resources Division and a copy to the principal within three (3) calendar months of the date of commencement of employment unless a further time is allowed by mutual agreement between the authorized representatives of the Board and the Union.

7.08 No teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of Articles 7.03, 7.04 and 7.05

ARTICLE VIII - RESPONSIBILITY ALLOWANCE

8.01 Effective September, 1999, teacher consultants will receive an allowance of \$6,000 above grid. Teachers who are currently receiving a higher responsibility allowance will be red circled.

ARTICLE IX - EMPLOYEE BENEFITS

9.01 Sick Leave

- (a) A teacher transferring from another system shall begin his or her service with the Board with the cumulative sick leave credit to which he or she is entitled in accordance with the Education Act.
- (b) Teachers shall be granted twenty (20) days sick leave credit on September 1 of each school year.
- (c) Sick leave credits shall accumulate from year to year to a maximum of two hundred fifty (250) days. A teacher may accumulate additional days in the amount of fifty percent (50%) of the unused portion in any school year.

Sick leave accumulation for teachers from the former Essex County Board of Education accumulated prior to September 1, 1998, will be carried over to the Greater Essex County District School Board.

- (d) Accumulation for part-time teachers shall be on a pro-rata basis.
- (e) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of twenty (20).
- (f) All years of service with the Board and its predecessor Board(s), except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.

9.02 Allowance at Time of Retirement with Pension or Death

- (a) In case of retirement with pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of fifty percent (50%) of the teacher's salary as follows:
 - (i) In the case of retirement with pension, payment shall be made to the teacher provided the teacher has at least ten (10) years' service with the Board or its predecessor Board(s);
 - (ii) In the case of death, payment shall be made to his/her beneficiary or to the estate

- (b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \boxed{X} \frac{B}{25} \boxed{X} \frac{C}{2}$$

- A - Cumulative sick leave at retirement with pension or death
- B - Years of service with the Board or its predecessor(s)
- C - Annual salary at retirement with pension or death except for teachers on an indefinite leave of absence as provided for in Subsection 9.13. (For full-time teachers who in the last five (5) years of service choose to be employed on a fractional timetable basis, the retirement allowance shall be based on the annualized rate of salary. Effective September 1, 1998 and for the purposes of calculating the retirement gratuity, the annual salary shall not exceed the salary of a teacher when he/she is eligible for an unreduced pension (85 factor).
- (c) An employee at retirement has the option of receiving payment of the retirement gratuity in the year of retirement or split between the year of retirement and the following calendar year.
- (d) The retirement gratuity of teachers on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board. For teachers on an indefinite leave of absence prior to September 1, 1987, the retirement gratuity will be based on the salary in effect on September 1, 1987.

9.03 Hospital and Medical Insurance Plans

(a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or Workers' Compensation

(b) The Board will pay the full premium cost of:

An extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;

(c) The Board will pay 100% of the premium costs of:

a generic prescription plan for employees and their dependents whereby local pharmacists will receive a flat amount of \$3.00 per prescription. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs.

9.04 Group Life Insurance

(a) Effective September 1, 1999, the Board will pay the full premium cost of a group life insurance plan which provides \$95,000 straight term coverage for all active teaching staff.

(b) Optional Group Life Insurance shall be offered to all active teachers at their expense effective September 1, 1999. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the requirements of the insurance carrier.

(c) In the event of a teacher becoming totally disabled according to the terms of the master group life contract,

and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of such disability shall be continued in force during such disability or until retirement whichever comes earlier.

- (d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

9.05 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners, for the following dental services:

exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontic services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facings on pontics or crowns posterior to the second bicuspid) at 50% co-insurance. The teachers will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for (a) and (b) above will be \$1,800.

(c) The Board will pay 100% of the premium cost for orthodontics at 50% co-insurance to a lifetime maximum of \$1,800.

9.06 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$200.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses or any combination thereof. The full benefit of \$200.00 is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.

9.07 While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with Section 9.13 or XII, the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 9.03, 9.04, 9.05, and 9.06.

9.08 Within sixty (60) days of the signing of this Agreement, or as soon as possible thereafter, ETFO will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided in this article.

9.09 The Board will establish a separate group benefit plan for employees who retire prior to age 65 and until attaining the age of 65. Such group plan will be subject to the benefit carrier. The premiums determined by the carrier for this group will be fully paid by the retired teachers.

9.10 The spouse of a deceased teacher may retain membership in the group benefit plan to which the teacher belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of 65 years and shall pay the full premium cost to maintain such participation under the group contracts.

9.11 The benefits provided in Sections 9.03 to 9.06 shall be in accordance with those stipulated in the respective insurance policies.

9.12 If a teacher is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit for service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily to the Board that he/she is able to return to work or until the teacher is eligible for an unreduced pension (85 factor).

9.13 Long Term Disability

(a) The Board shall administer payroll deductions for the Long Term Disability plan established by the Bargaining Unit.

(b) Participation in the plan shall be a condition of employment for all employees currently participating in the plan and any newly hired employees as long as the member is eligible to receive benefits from such an LTD plan.

(c) Employees will pay the full premium of the LTD plan. Employees may withdraw from the plan, for the period, length of which is the waiting period, prior to the confirmed retirement date or the date when the employee qualifies for an unreduced pension.

- (d) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits other than for the waiting period in respect of the same illness if she or she is approved for LTD benefits. If a teacher who is a member of the LTD plan is denied LTD benefits but is unable to return to teaching, he/she may use sick leave credits beyond the waiting period until he or she has completed the school year in which he or she reaches age 65 or is eligible for a minimum pension of 66% whichever comes first. Notwithstanding the above, a teacher who is not eligible to be a member of the LTD plan, will not be allowed to use sick leave credits for illness beyond 120 calendar days.
- (e) A teacher receiving benefits through the Workplace Safety and Insurance Act for permanent disability will be required to apply for LTD benefits for the purpose of top-up only and if eligible would not use sick leave credits for top-up.

Article X - LEAVES OF ABSENCE

Pregnancy/Adoption/Parental Leave

- 10.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five(35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
 - (c) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed two (2) years and shall terminate on a date mutually agreed to by the teacher and the appropriate Superintendent. The

return date will be determined prior to the commencement of the leave.

- (ii) In special circumstances, a leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent. Upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and the appropriate Superintendent but not to exceed beyond the end of the school year.
- (d) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (c) (i) or (ii) above.
- (e) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.
- (f) The Board shall provide for teachers on pregnancy/adoption/parental leave a supplementary employment insurance benefits plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to 60% of the teacher's salary. Any waiting period that falls within the Christmas holiday, March break, or summer holiday will not be paid.
- (g) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be

entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article XIII (Seniority).

- (h) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave.
- (i) The pregnancy/adoption/parental leave applied shall apply in respect of any employee who has worked for the Board for thirteen (13) weeks or more prior to the commencement of the leave.
- (j) A teacher whose pregnancy terminates after the beginning of the twentieth week preceding the due date shall be entitled to payment under the SEB plan.
- (k) A teacher who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave. The teacher will be assigned by the appropriate Superintendent.
- (l) For leaves of up to 35 weeks, a teacher returning from a pregnancy/adoption/parental leave shall have the right to be assigned to the same school as prior to going on leave, subject to the lay-off procedures in Article XIV (Tenure)

10.02 Miscellaneous Leaves of Absence

- (a) Teachers shall be entitled to short-term leave for personal reasons or as otherwise indicated in 10.02~(c), without loss of salary, sick leave, benefits, teaching experience and seniority, and any other relevant entitlements under this Collective Agreement.

- (b) A teacher shall make reasonable efforts to notify his/her principal or immediate supervisor in writing before taking leave in accordance with 10.02 (c). Where an emergency prevents prior notification of the need for leave, a teacher shall notify his/her principal or immediate supervisor verbally as soon as possible of the leave which has been taken, and confirm the leave in writing.
- (c) Teachers shall be entitled to short-term personal leave each work year subject to the following limitation(s):

LEAVE CATEGORY	LIMIT IN DAYS
i. Serious illness or medical treatment of spouse, parent, child, brother, sister, mother-in-law, father-in-law, grandparent, grandchild, total dependent.	1 day per occurrence
ii. Death of a member of the teacher's or spouse's immediate family, which includes mother, father, guardian, sister, brother, wife, husband, son, daughter, total dependent, grandparent, grandchild.	3 days per occurrence
It is understood that spouse includes common-law and same sex partners.	
iii. Funeral of relative not mentioned above or a friend	1 day per occurrence
iv. Quarantine or other orders by health authorities	Period certified by Health Authorities

v.	(a) Court appearance and other tribunals if not a party to the action, but if summoned as a witness.	Period required by court.
	(b) Court appearance and other tribunals party to an action.	1 day per occurrence (additional days at cost of supply if used)
vi.	Jury Duty	Period required by court.
vii.	Adoption or birth of child	2 days

Note: Additional time may be granted by the appropriate Superintendent when required for traveling.

10.03 Miscellaneous Leaves

Miscellaneous leaves may be granted by the appropriate Superintendent to a teacher without loss of salary, sick leave, benefits, experience, or seniority, but with the teacher assuming the cost of the occasional teacher if required and called to replace the teacher on leave. Such leaves shall be granted for the purpose of:

- (a) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year;
- (b) attending a university course required for admission to an Ontario College of Education;

- (c) attending meetings, conventions or other conferences of a political party, or ETFO;
- (d) personal leave with prior recommendation by the principal;
- (e) special circumstances including times of personal crisis or where the transaction could not be conducted on other than school time.
- (f) writing university or similar examinations, defending a Master's or Doctoral thesis;
- (g) attending one's own graduation or that of a member of the immediate family;
- (h) attending as president, elected official, commissioned officer or delegate at meetings, conventions or other conferences of O.E.A., C.E.A., C.E.C. or other recognized educational organizations, community service organizations or church councils;
- (i) attending the armed forces if attendance thereat is mandatory and the teacher does not receive any money therefrom other than traveling allowances and living expenses;

10.04 Leaves may also be granted or extended under this Article to accommodate special circumstances for reasons approved by the appropriate Superintendent.

10.05 Union Leaves/ Time

- (a) At the request of the Union, the Board shall grant full-time release for up to three (3) persons named by the Union.
- (b) The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority,

sick leave and teaching experience, as if working at their normal assignment.

- (c) The-Union will reimburse the Board for salary allowance and benefit costs that are applicable to the rate of the minimum AI teacher.
- (d) Notwithstanding the above, the parties may agree to an alternate arrangement mutually agreeable to be contained in a Letter of Understanding.
- (e) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.
- (f) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business, provided the Union reimburses the Board for the cost of any replacement teacher required.
- (g) A teacher returning from a one year Union leave has the right to be reassigned to the same position held prior to going on leave, subject to the surplus and lay-off procedures in Article XIV (Tenure). Consideration will be given to assigning a position equivalent to that which the teacher left, if the Union Leave extends beyond one year.

10.06 Extended Leaves/Leaves of Absence Without Pay

- (a) Leave of absence without pay for a period of up to one (1) year may be granted by the Board on the recommendation of the appropriate Superintendent to a teacher who has passed

his/her probationary period at the time the application is made. Such recommendation will be made by the appropriate Superintendent provided the system is not adversely affected. A teacher returning from a leave of absence of one year or less shall be assigned to the same school as prior to going on the leave, subject to the provisions of the agreement regarding Staffing and Tenure.

- (b) A teacher shall apply in writing to the appropriate Superintendent for a leave of absence without pay not later than October 15 for a leave of absence beginning January 1, and not later than the last Friday in March for a leave beginning September 1, unless other mutually acceptable dates are arranged.
- (c) Leaves of absence granted by the Board may be extended for further periods provided the teacher's request for such an extension complies with the appropriate deadlines of Subsection 10.06 (b) above.
- (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision and not later than May 31, for the following September, and not later than November 30, for the following January.
- (e) The teacher may at his/her expense maintain his/her employee benefits. The responsibility for making these arrangements rests with the teacher.
- (f) The Board shall grant a leave of absence without pay to a teacher for the purpose of serving as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality.

10.07 Four over Five Year Plan

(a) Description

- (i) The Four Years Over Five Plan has been developed to afford teachers the opportunity of taking a one (1) academic year leave of absence with pay by spreading four (4) year's salary payments over a continuous five (5) year period.
- (ii) The leave of absence is designed to be taken in the fifth year of the plan. Under special circumstances, exceptions may be granted by the Board in conjunction with the Union, thus allowing a teacher to take the leave in an academic year earlier than the fifth year.
- (iii) A teacher wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (iv) A teacher wishing to take a leave earlier than the fifth year must also sign a contract supplied by the Union and the appropriate insurance rider before the request will be granted by the Union.

(b) Qualifications

Any teacher having three (3) years of seniority with the Board is eligible to participate in the plan.

(c) Application

- (i) A teacher must make written application to the Superintendent of Education on or before January 31 requesting permission to participate in the plan.
- (ii) Written acceptance or denial of the teacher's request, with explanation, will be forwarded to the teacher by April 1 in the school year the original request is made.

- (iii) Approval of individual requests to participate in the plan shall rest solely with the Board.
- (d) Salary Prior to the Year of Leave
 - (i) During the years of the plan prior to taking the leave, a teacher will be paid 80% of his/her proper grid salary and applicable allowances including COLA if applicable. The remaining 20% of annual salary and applicable allowances will be accumulated and invested by the Board in an individual Leave Plan Account. This account will also accumulate interest.
 - (ii) The calculation of interest for the Leave Plan Account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) A teacher will be provided with an annual statement of his/her Leave Plan Account each September; however, the teacher does not have access to or a right to the funds in the Leave Plan Account until the year of leave or withdrawal from the Leave Plan.
- (e) Benefits During Participation in the Plan
 - (i) The Board will pay 100% of its share of the teacher's employee benefit costs in the non-leave years of the plan.
 - (ii) Teachers will pay 100% of the employee benefit costs during the year of leave.
 - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the teacher by payroll deduction during the year of the leave.

- (f) Leaves Taken in the Fifth Year of Participation
When the leave is taken in the fifth year of participation, the amount received by **the** teacher during the year of leave will "be the amount accumulated in the individual Leave Plan Account plus earned interest, Under the Income Tax Act, accumulated interest received in the year of leave **is** not classified as interest for income tax purposes but as income from employment.
- (g) Leaves Taken Earlier Than the Fifth Year of Participation
- (i) A teacher may request that his/her year of leave be in an academic year other than the fifth year of participation in the plan. Such a request must be made to the Superintendent of Education by January 31 of the school year prior to the year in which the leave is requested.
- (ii) Acceptance or denial of such a request will be made by the Board and the Union. Written acceptance or denial of the teacher's request, with explanation, will be forwarded to the teacher by April 1 in the school year this request was made.
- (iii) When the leave **is** taken in a year other than the fifth year of participation, the amount received by the teacher during the year of leave will be 80% of his/her proper grid salary and applicable allowances including COLA if applicable. This amount will be charged to the teacher's Leave Plan Account. When the previously deducted 20% of salary and earned interest is fully utilized, the Leave Plan Account moves into a salary advanced status and interest will be charged on the outstanding balance at the end of each month at the Board's prime borrowing rate.
- (iv) The rate of interest to be charged monthly will be determined annually on August 31 for the forthcoming

school year. The rate of interest will be equal to the simple average of the prime borrowing rate charged to the Board by its bank on the first day of each month for the preceding twelve **(12)** months. The interest will be recovered through payroll deductions.

- (v) It is the responsibility of the Union to see that any money paid out by the Board in advance is recovered.
- (vi) The monies owed as a result of the salary advance and accumulated interest shall be repaid over the remaining period of the teacher's participation in the plan at the rate of interest set out in Subsection 10.07 (g) (iv).
- (vii) In any year of repayment, the monies deducted towards repayment of the principal amount of the salary advance will be treated as a salary offset deductible from the regular grid salary and thus not be subject to income tax in that year. In any year of repayment, the monies deducted towards payment of interest may not, under Canadian tax law, be treated as a salary offset.
- (h)
 - (i) On return from leave, a teacher will be assigned to his/her same position, or if due to declining or changing enrollment patterns said position no longer exists, such teacher will be governed **by** the appropriate terms of this Agreement.
 - (ii) A teacher participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been received had the one year leave of absence not been taken.
 - (iii) Sick leave credits will not accumulate during the year spent on leave.

- (iv) Pension deductions are to be continued as provided by the Teachers' Pension Plan. Thus, the percentage rate stipulated in the Act will be deducted from the salary paid to a teacher during the leave of absence. (Upon returning to full duties, a teacher has, in accordance with the Act, the option of contributing the difference between the amount of pension deducted during the leave and the amount that would have been deducted had the teacher remained on staff and drawn full salary.)
- (v) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the teacher's beneficiary as indicated on the group life certificate.
- (vi) No one will be granted leave under this plan who has been on professional/sabbatical leave and has not fulfilled all of the requirements of his/her previous leave.
- (vii) Teachers declared laid-off while in the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days of withdrawal from the plan.
- (viii) A teacher may withdraw from the plan any day prior to taking his/her leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the plan.

- (i) (i) In the event that a suitable replacement cannot be hired for a teacher who has been granted a leave, the Board may defer the year of the leave to a maximum of one (1) year. In this instance, the teacher may choose to remain in the plan or he/she may withdraw and receive any monies and interest accumulated to the date of withdrawal. In the latter case, repayment shall be made within sixty (60) days of the date of withdrawal.
- (ii) A teacher may, at his/her discretion, defer the year of his/her leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
- (iii) Should deferral pursuant to subsection 10.07 (i) (i) or (ii) result in a leave of absence being taken past the fifth year of the plan, a teacher will receive full salary, allowances and benefits during the fifth year of his/her participation in the plan and any monies accumulated in the teacher's Leave Plan Account by the end of the fourth year will continue to accumulate interest until the leave is taken. The amount received by the teacher during the year of leave will be the amount accumulated in the individual Leave Plan Account plus earned interest.
- (iv) No variations to the plan as outlined above will be entertained by the Board.
- (j) (i) Those employees of the former Windsor Board of Education who have been accepted into the Windsor Board of Education Four 'Years "Over Five Plan according to the terms and conditions of the most recent Collective Agreement between the Windsor Board of Education and the Statutory Members of the Windsor Women Teachers' Association and the Ontario

Public School Teachers' Federation (Windsor District), shall have the terms of said Collective Agreement applied to their Deferred Salary Leave until all commitments and obligations have been completed.

- (ii) Those employees of the former Essex County Board of Education who have been accepted into the Essex County Board of Education Deferred Salary Leave Plan (Four over Five Plan) according to the terms and conditions of the most recent Collective Agreement between the Essex County Board of Education and The Federation of Women Teachers' Association of Ontario (The Essex County Women Teachers' Association) and the Ontario Public School Teachers' Federation (Essex District) shall have the terms of said Collective Agreement applied to their Deferred Salary Leave until all commitments and obligations have been completed.
- (iii) Any Bargaining Unit member who wishes to apply for a Deferred Salary Leave Plan (Four Years Over Five Plan) after September 1, 1998, may do so under the terms of the Deferred Salary Leave Plan referred to in Section 10.07 (a) through (i) above.

10.08 Sabbatical Leave

NOTE: The provisions of this article are suspended for the duration of the agreement.

- (a) A teacher may apply for sabbatical leave for any length of time from five (5) school days up to sixty-one (61) school days.
- (b) The teacher will receive an amount equal to 100% of the salary **plus** allowances at the time the sabbatical leave is taken.

- (c) A maximum of two full-time equivalent sabbaticals from the elementary school panel **will** be allowed in any one year.
- (d) A teacher taking a sabbatical leave under Section 10.08 (c) shall give a commitment in writing, in a form approved by the Board, to continue to teach for the Board for a period of time as follows:
 - (i) five (5) to twenty (20) days - no commitment
 - (ii) twenty-one (21) to sixty (60) days - one (1) school year
- (e) The applicant must undertake a sabbatical program acceptable to the Director of Education and the Union President.
- (f) The taking of a sabbatical leave shall not alter the number of days' credit in the Cumulative Sick leave Plan.
- (g) Sabbatical leave shall be credited as seniority and as teaching experience for increment purposes.

ARTICLE XI - PROFESSIONAL DEVELOPMENT

11.01 A professional development fund will be established and funded by the Board and jointly administered by the parties. The following conditions will apply:

- (a) the amount of money will be determined by the Board in consultation with the Union and will take into consideration the available funding, needs and priorities of the elementary system.
- (b) The professional development fund will be for the purpose of attendance at educational meetings, conventions and

conferences as approved by the Professional Development Committee and confirmed by the Superintendent of Program.

- (c) Guidelines will be developed jointly by the Board and the Union and may be reviewed at the request of either party.

11.02 Teacher Exchange

- (a) A teacher holding an Ontario Teachers' Certificate and having at least three (3) years of teaching experience with the Greater Essex County District School Board shall be eligible for Teacher Exchange.
- (b) All applications must be approved by the Board and made through the Registrar of the Ministry of Education.
- (c) Not more than six (6) teachers shall be allowed to participate in any one school year with no priority being given to an applicant in any subsequent year.
- (d) Not more than three (3) teachers shall be permitted in any one year to be absent on loan to the Department of National Defence or the Department of External Affairs or the Department of Education or for other loan roles.
- (e) Upon return, the teacher shall be assigned to the previous position or to a position within a school with comparable responsibility, subject to the provisions of Article XIV-Tenure.

Article XII - WORKPLACE SAFETY AND INSURANCE

- 12.01 (a) It is agreed that when a teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary disability payment under the Workplace Safety and Insurance Act, the

teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's **sick** leave credits **will** be made at a rate equal to the **top-up**.

(b) Teachers who receive payment under Subsection 12.01 (a) will receive the Board's contribution to benefits.

12.02 (a) It is agreed that when a teacher receives approval for a permanent disability pension and ~~is~~ unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.

(b) Teachers who receive payments under Subsection 12.02 (a) and who are drawing sick leave in accordance with Subsection 12.02 (a) will be entitled to the Board's contribution to benefits.

12.03 It is understood and agreed that Subsections 12.01 (a) and 12.02 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the teacher will receive the Workplace Safety and Insurance Act benefits.

ARTICLE XIII - SENIORITY

13.01 Seniority shall mean length of continuous service with the Board or its predecessors in the elementary panel.

13.02 Each teacher employed by the Board shall be placed on the seniority list.

13.03 The seniority list shall be developed by the Board and shall be updated annually by January of each year. Copies of such list shall be furnished to the Local and copies shall be posted on the bulletin Board of each school. The seniority list shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority list, with revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous school year. The Local and the Board shall meet the first week of February to review the revised seniority list and to declare ties. Subsequently, they shall enact tie-breaking procedures for new hirees. At least one (1) representative from the Board and one from the Local shall be present during the tie breaking process.

13.04 For the purpose of lay-offs, seniority shall be established within the elementary panel in the following manner:

- a. The seniority list shall consist of the names of teachers in decreasing order of years of continuous employment from the effective date of employment with the Board or its predecessors in the elementary panel. For teachers hired for the period up to August 31, 1997, the years of continuous elementary teaching experience will be those shown in the two seniority lists of the predecessor Essex and Windsor Boards calculated as of August 31, 1997.
- b. Where teachers have the same seniority under "a" above, the order on the list shall be decided on the following basis:
 - i. Windsor teachers will draw for a position by lot from one of the total number of available spots within the tied group.
 - ii. Essex teachers will be rank ordered according to their acceptance of position date and will be placed in the remaining available spots according to their rank order.

13.05 Effective September 1, 1997 and thereafter, seniority with the Greater Essex County District School Board or its predecessor Boards will be calculated as continuous employment in the elementary panel. The following will apply in calculating the years of service;

- a. Each year of continuous elementary teaching experience with the Greater Essex County District School Board or its predecessor Boards.
- b. Any Greater Essex County District School Board or its predecessor Boards approved paid leaves such as sick leave, long term disability, or unpaid leaves, secondments, loans or exchanges.
- c. While laid-off if rehired in accordance with the Collective Agreement.
- d. Full time seniority will be granted for teachers employed .5 or greater.
- e. Seniority for teachers employed less than .5 will be prorated.

13.06 The following criteria will apply to those teachers hired to commence employment for the 1997-1998 school year and thereafter:

- a. Years of continuous elementary teaching experience with the former Essex County Board of Education or the former Board of Education for the City of Windsor as calculated in Part 5 above.
- b. Where teachers have the same length of continuous employment as defined in "a" above, the order on the list shall be decided on the basis of total years of employment with the Board or its predecessor Boards.

- c. Where teachers have the same seniority under 'la" and "b" above, the order on the list shall be decided on the basis of total' years of teaching experience
- d. Where teachers have the same seniority under "a", "b" and "c" above, the order on the seniority list shall be decided by lot.

13.07 Where reduction of teaching staff is necessary, it will be determined on the following basis:

- a. Teachers shall be laid off in reverse order of seniority.
- b. A teacher will not be laid off if none of the teachers to be retained in accordance with "a" above are qualified to fill the needs of a program. Instead, the next teacher on the seniority list shall be laid off.
- c. Where a teacher in a special subject area is required, priority shall be given to a teacher already in the elementary panel who is qualified or who will become qualified for the following school year.

A teacher who is removed from a special subject area for health or performance reasons will not be deemed to be qualified for the purpose of this section.

13.08 If lay-offs impact on teachers hired effective Sept. 1, 1996, the criteria established in number 6 above will apply in determining the order of seniority for these teachers.

ARTICLE XIV - TENURE

14.01 In cases of school staff surplus in June or September, the following are to be considered:

(a) Program needs of the school

(b) District wide seniority

14.02 The Supervisory Staffing Committee (SSC) will receive the staffing assignments from the Principal of each school. It shall be the responsibility of the SSC to accommodate surplus teachers subject to qualifications and seniority and to fill unfilled positions by considering the surplus teachers, transfer requests and transfers initiated by administration.

14.03 The District School Board Staffing Committee will meet to review the placements of teachers in accordance with 14.02 above and to give the SSC input before the placements are effected.

14.04 Where reduction in teaching staff within the elementary panel is necessary, no teacher will be laid off before the District School Board Staffing Committee meets to discuss the expected layoffs and to give input to the administration.

14.05 The teachers to be laid off will be those who cannot be accommodated in the elementary panel based on their seniority and qualifications. Copies of the lay-off notices will be sent to the Union.

14.06 A teacher who is laid-off because of staff reduction and has not elected to receive severance payment under the provisions of the collective agreement will be recalled in the reverse order of seniority subject to qualifications and program needs.

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

for which he/she is qualified which is held by a teacher with less seniority; otherwise, he/she shall be laid off.

- (b) The Board shall pay tuition fees for any teacher who undertakes educational upgrading pursuant to Subsection 14.07 (a) who is engaged in a program leading to qualifications in an area which has been jointly designated by the Board and the Union as an area for which the Board will require additional qualified teachers over the next two (2) years.

14.08 A teacher who has been with the Board for two years or more and who is laid-off because of staff reduction shall receive an amount equal to three (3) months salary at the teacher's written request during the year following such termination. Acceptance of such payment by the teacher will make that teacher ineligible for accepting the provisions of this article and a release to this effect shall be obtained from the teacher prior to this payment.

14.09 A teacher who is laid-off because of staff reduction shall receive a letter stating this as the reason for termination. The issuance of such letter shall in no way limit the right of the Board in regard to probationary teachers as provided in the laws and regulations pertaining to education in the Province of Ontario.

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

- (a) the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified or can reasonably be expected to become qualified before the teacher is required to return;
- (b) Teachers on the recall list will be entitled to continue to be enrolled in the benefit plans in which they were enrolled immediately prior to being declared redundant with the employee paying 100% of the premiums.

14.11 A teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.

14.12 Termination of Employment

- (a) A teacher shall notify the Board by November 30 of the employee's intention to resign effective December 31 and by May 31 of the employee's intention to resign effective June 30 or August 31.
- (b) Nothing herein prevents a teacher and the Board from mutually agreeing to the employee's resignation at any time.

ARTICLE XV - GRIEVANCE AND ARBITRATION PROCEDURES

15.01 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.

- (b) A "party" shall be defined as
 - (i) Bargaining Unit
 - (ii) The Board

(c) "days" shall mean regular work days unless otherwise indicated.

15.02 A teacher shall have the right to have present a representative from the Union to assist the teacher at any stage in this grievance and arbitration procedure.

15.03 Procedure
Informal Stage

Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal within ten (10) days

of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One; within ten (10) days of the informal stage.

Step One

The Bargaining Unit may initiate a written grievance with the appropriate Superintendent or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) A description of how the alleged dispute is in violation of the Collective Agreement; AND
- (ii) A statement of the facts to support the grievance; AND
- (iii) The relief sought; AND
- (iv) The signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the appropriate Superintendent or designate, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

- 15.04 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the fifteen (15) days will result in forfeiture of rights to the grievance procedure.

15.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of teachers who are affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step One except that a Board grievance shall be filed with the President of the Bargaining Unit at Step Two. The President of the Bargaining Unit after discussing the grievance with the Bargaining Unit Executive shall provide a response in writing within ten (10) days after receipt of the grievance.

15.06 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an Arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

15.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

15.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

15.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the appropriate Superintendent or designate.

15.10 Cost of Arbitration

The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

15.11 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 stipulate the name of the person and the time line for grievance mediation to occur.

ARTICLE XVI - WORKING CONDITIONS

- 16.01 The Board recognizes that the teacher is entitled to an uninterrupted forty (40) minute period of time for his/her lunch.
- 16.02 For the School year 1999-2000 the Board shall provide each full-time teacher with a minimum of 150 minutes per week of preparation time, free from supervisory, teaching or other duties exclusive of morning and afternoon recesses and lunch period and shall be within the approved instructional time. Preparation time for part-time teachers shall be prorated.
- 16.03 Travel Allowance
- (a) Teachers with daily assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance traveled between Board locations.
 - (b) In respect of other travel authorized by the Board, a teacher shall receive mileage compensation in accordance with Board Policy.
 - (c) A teacher in the Pelee Island Public School Unit shall be paid transportation costs for the teacher to and from the Island twice monthly by air, or weekly by boat.
- In the event that a trip is not made, it will be possible for the teacher or spouse, resident on the Island, to take that trip during some other week or month.
- 16.04 The Board agrees to provide school aides as is deemed necessary by the appropriate Superintendent and in consultation with the Local.
- 16.05 An occasional teacher will be provided to cover teachers who are absent due to illness or Board-approved leaves in cases where the absent teacher is responsible for teaching:

- (a) an entire registered class
- (b) Music
- (c) French
- (d) Design and Technology
- (e) the portion of a Vice-Principal's teaching assignment
- (f) L.S.T., R.W. immediately, if the absence is known in advance, or after five days of absence, if not known in advance.

16.06 A teacher shall not be required to do any medical-physical procedures for pupils.

16.07 Full-Time to Part-Time/Part-Time to Full-Time

- (a) A full-time teacher may temporarily request a part-time assignment by submitting a written request to the appropriate Superintendent of Education no later than April 1 for the following school year. The appropriate Superintendent of Education reserves the right to approve such requests and inform the teacher of that approval. If the request is granted the teacher will be considered on a Leave of Absence for the portion of the assignment that he/she is not teaching.
- (b) Such part-time assignments occur when:
 - (i) two full-time teachers temporarily agree to share the same timetable
 - (ii) one teacher temporarily volunteers to share a position with another teacher and the Board matches him/her with another teacher.
 - (iii) a teacher volunteers to change his/her status temporarily to a part-time basis.

- (c) Teachers planning to revert to full-time must provide written notice to the appropriate Superintendent of Education no later than April 1 for the following school year.
- (d) The following shall apply to teachers who have requested and who have been temporarily granted part-time:
 - (i) The salary, allowances and employee benefits shall be prorated in accordance with the ratio of part-time to full-time.
 - (ii) The number of full day sick leave credits shall be prorated in accordance with the ratio of part-time to full-time.
 - (iii) Teaching experience shall be credited as per Article 7.04 of the Collective Agreement
 - (iv) Seniority shall accumulate in accordance with Section XIII of the Collective Agreement.

16.08 Posting and Transfers

- (a) All known unfilled teaching assignments within the elementary school system for the commencement of school in September shall be posted in each elementary school by the preceding May 1, each year, and any teacher on staff wishing to apply for such a position may do so, in writing, to the appropriate Superintendent no later than seven (7) days after posting. Part-time teachers may apply for full-time positions when they occur.
- (b) Assignments that become vacant subsequent to the commencement of the school year and prior to April 1 will be filled for the balance of that year but will be posted in accordance with subsection 16.16 (a) if the assignment still exists the following September.

- (c) Unfilled assignments that occur subsequent to April 1 in a school year will not be posted.
- (d) Only first round vacancies need be posted.
- (e) In all cases of teacher transfer initiated by a Superintendent, the Principal of the home school is to be consulted, as well as the teacher involved, and consideration is to be given to the teacher's preference. No moves will be made without consultation with the teacher.
- (f) Teachers requesting a transfer may apply in writing to the appropriate Superintendent no later than April 1, for the following school year. These requests will be considered during the staffing process.
- (g) The principal and appropriate Superintendent reserve the right to make final and binding selection for unfilled positions from applications from teachers who are presently on staff. An application for an unfilled position by any teacher will be considered a commitment by that teacher to accept the position if selected.

ARTICLE XVII - STAFFING

- 17.01 The Board will staff the schools based on the components of classroom education contained in the foundation grant and other applicable special purposes grants. The components of the foundation grant and the applicable special purposes grants will be applied to generate the staff complement in the manner outlined in the funding model.
- 17.02 The number of teachers for French as a Second Language (F.S.L.) and French Immersion will be generated from the special purpose grant designated for this program and will be allocated to the schools in accordance with the Board's plan.

French Immersion and regular English Programs will be staffed separately if housed in the same building.

17.03 Special Education classes and LST/RW teachers will be generated from the “special purpose grant designated for this program. The appropriate superintendent will consider the Board’s Special Education plan as submitted to the Ministry of Education and Training and other concerns identified by the appropriate superintendent in allocating teachers to this program.

17.04 (a) A District School Board Staffing Committee shall be established. The Staffing Committee shall be composed of up to four **(4)** Union representatives and up to four **(4)** Board representatives.

(b) The Staffing Committee may request the attendance of resource personnel who are employees of the Board.

(c) The Staffing Committee shall meet prior to March 31st to examine the projected enrollment numbers. **As** soon as feasible after the funding information has been made available to the Board the Staffing Committee will meet to examine the projected allocation of teachers to the school.

(d) The Staffing Committee shall meet prior to September 30th to review the actual enrollment figures and to make recommendations regarding the reorganization of schools and the possible reassigning of teachers.

(e) A meeting of the District School Board Staffing Committee may be convened at the request of either party to discuss staffing concerns which may arise from time to time.

(f) If a teacher is required to be transferred from one school to another or reassigned due to reorganization and is given

less than five (5) school days notice, the teacher will be allowed one day without teaching duties to effect the move. An occasional teacher may be supplied if required.

- 17.05 The staff complement generated by the funding model will be allocated to the schools in accordance with the Board's plans.
- 17.06 A School Staffing Committee, consisting of the Principal and Union Steward or designate, shall be established in every school. The Committee shall meet to review projected enrollment and the number of teachers allocated to the school. The Principal shall determine surplus, vacancies and staff assignments after consultation with the Union Steward or designate.

Article XVIII - TEACHER BOARD RELATIONS COMMITTEE

- 18.01 The Board and the Union shall establish a committee to be known as the Teacher-Board Relations Committee. The committee will be comprised of up to three (3) Union representatives, one of whom will be the President of the ETFO Local or his/her designate, and up to three (3) representatives of the Board, one of whom will be the Superintendent of Human Resources or his/her designate. If necessary, the committee may be enlarged to include additional persons from either party upon mutual agreement. The committee shall meet regularly for the purpose of considering matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect teacher-Board relations. This committee does not in any way form part of the Grievance-Arbitration procedure set forth in the Collective Agreement and no matter which is the subject matter of the Grievance-Arbitration procedure shall in any event be the subject of discussion at the meeting of this committee.
- 18.02 An agenda will be submitted by each party forty-eight (48) hours prior to the scheduled meeting and only those items on the agenda will be discussed, unless otherwise agreed to by the parties.

18.03 Any recommendations or decisions made at the Teacher-Board Relations Committee shall be forwarded to the Board for consideration, if such consideration is necessary.

ARTICLE XIX - PERSONNEL FILES

19.01 Following the written request of a teacher for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files. Such review shall be in the presence of a member of the Human Resources Division.

19.02 The teacher may be accompanied by a Federation representative.

19.03 Upon written authorization by the teacher, a Federation representative shall have access to the teacher's file.

19.04 The teacher may copy any material contained in his/her file.

19.05 If the teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the Human Resources Manager, or designate, within a reasonable time from the receipt of a written request by the teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the Human Resources Manager or designate, shall, at the written request of the teacher, notify all persons who received a report based on the inaccurate information of any amendments.

ARTICLE XX - OCCUPATIONAL HEALTH AND SAFETY

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

All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.

- 20.02 Issues relating to violence in the workplace may be the subject of discussion at Teacher/Board Relations Committee meetings and may be initiated by either party.

ARTICLE XXI - STRIKES AND LOCKOUTS

- 21.01 There shall be no strike or lock-out during the term of this Agreement. The terms "Strike" and "Lock-out" shall be as defined in the Ontario Labour Relations Act.
- 21.02 Any dispute between the Board and its occasional teachers which may result in the disruption of services provided by the occasional teachers shall not be considered as a violation of this Collective Agreement. Teachers shall not be required to take the place of occasional teachers should a dispute arise.

ARTICLE XXII - COPIES OF COLLECTIVE AGREEMENT

- 22.01 The Board agrees to print this Collective Agreement and provide a copy to each member of the Bargaining Unit. The Board shall also provide one copy of the Collective Agreement for each work site, and forty (40) copies for the use of the Union.
- 22.02 The Board shall also provide to each member of the Bargaining Unit, a pamphlet explaining the benefits in Article IX within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible.



Article XXIII - UNION DUES AND ASSESSMENT

- 23.01 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee, the ETFO dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by ETFO and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the employer at least thirty (30) days prior to the expected date of change.
- 23.02 The ETFO dues deducted in 23.01 shall be remitted to the General Secretary of ETFO at 1000, 480 University Ave, Toronto, Ontario M5G 1V2 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.
- 23.03 Dues specified by the Bargaining Unit in 23.01, if any, shall be deducted and remitted to the Treasurer of the Local ETFO at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance, if requested by the Bargaining Unit, shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period and the amounts deducted.
- 23.04 ETFO and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Bargaining Unit.

ARTICLE XXIV - DURATION AND RENEWAL

- 24.01 This Agreement shall be in effect from September 1, 1998 and shall continue in force up to and including August 31, 2000 and

shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

24.02 Notwithstanding the period of notice cited in the above article, either party may notify the other, in writing, within the period commencing March 20, prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

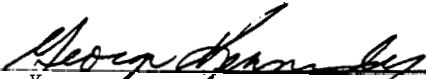
24.03 If either party gives notice of its desire to negotiate amendments in accordance with this section, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement in accordance with the Ontario Labour Relations Act.

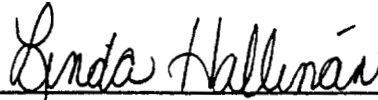
24.04 Subject to the Ontario Labour Relations Act, no changes can be made to this Agreement without the mutual written consent of the parties: nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures.


Dated in Windsor, this 24th day of June, 1999.

FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL BOARD

FOR THE GREATER ESSEX COUNTY
ELEMENTARY TEACHERS' LOCAL

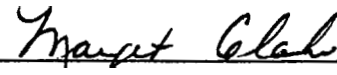

Chairperson of the Board

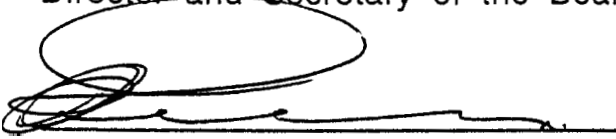

President Greater Essex
County Elementary Teachers
Local

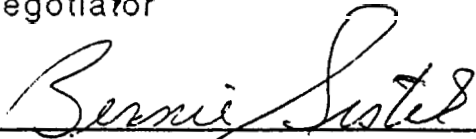

Chairperson of the Negotiations
Policy Committee



Chief Negotiator


Director and Secretary of the Board


Negotiator

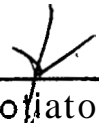

Treasurer



Negotiator


Chief Negotiator

Negotiator


Negotiator


Negotiator


Negotiator

Negotiator

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

THE GREATER ESSEX COUNTY ELEMENTARY TEACHERS' LOCAL

LONG TERM DISABILITY

THE PARTIES AGREE THAT THE IMPLEMENTATION OF A NEW LONG TERM DISABILITY PLAN IN ACCORDANCE WITH THE COLLECTIVE AGREEMENT WILL BE IMPLEMENTED NO LATER THAN OCTOBER 31, 1999. SHOULD THERE BE A NEED FOR EXTENDING THIS DEADLINE, THE UNION WILL CONTACT THE BOARD TO REQUEST SUCH EXTENSION AND TO OUTLINE THE REASONS FOR SAME.

Dated in Windsor, this 24th day of June, 1999

FOR THE BOARD:

Vae Pesta

[Signature]

[Signature]

Bo Chutein

James H. Cooke

[Signature]

[Signature]

FOR THE TEACHERS:

Linda Hallmark

Nancy Thomas

Tracy Colby

Bernie Sestel

[Signature]

[Signature]

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

THE GREATER ESSEX COUNTY ELEMENTARY TEACHERS' LOCAL

SCHOOL DAY

During the 1999-2000 school year, for situations where the instructional day exceeds three (300) minutes, a T.B.R.C. meeting will be called in September by either party to clarify and examine the factors affecting such situations.

The Board **also** agrees to undertake a joint study with the Union with a view to implementing a more uniform school day in the year 2000-2001. Any changes implemented will be made without increasing transportation costs and will be consistent with our agreement with the coterminous Board.

Dated in Windsor, this 24th day of June, 1999.

For the Board:

For the Teachers:

George Kennedy

Bob Christie

James A. Cook

J. Allen

Linda Hallinan

Nancy Thomas

Margaret Cole

Bernie Sutel

[Signature]

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

AND

THE GREATER ESSEX COUNTY ELEMENTARY TEACHERS' LOCAL

TRANSFER PROCESS

The parties agree to establish a committee with Board and Union representation to undertake a review of the staffing process based on this year's experience for the purpose of improving the process.

Signed on this 24th day of June, 1999.

For the Board:

Val Puster

George Kennedy

James H. Corbo

[Signature]

Bo Claster

[Signature]

[Signature]

[Signature]

For the Teachers:

Linda Hallinan

Nancy Thomas

Margaret Clark

Bernie Sittel

[Signature]

[Signature]

[Signature]

[Signature]