



AGREEMENT

Between

THE THAMES VALLEY DISTRICT SCHOOL BOARD

and

**THE ELEMENTARY TEACHERS' FEDERATION OF
ONTARIO**

THAMES VALLEY LOCAL

2000 SEPTEMBER 01

TO

2001 AUGUST 31

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This Collective Agreement, hereinafter referred to as the Agreement, is made this twelfth (12th) day of September, 2000

- BETWEEN -

The Thames Valley District School Board

- AND -

The Elementary Teachers' Federation of Ontario - Thames Valley Local

ARTICLE 1 - PURPOSE

- 1.01** It is the desire of the Parties to set forth in the Agreement the entitlement of those Teachers covered by the Agreement to salaries, allowances and benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the Parties hereto.
- 1.02** It is the desire of the Parties to maintain a harmonious relationship between the Board and each elementary Teacher covered under the Agreement.

ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01** The employer being the Thames Valley District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (E.T.F.O.) (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except Occasional Teachers and as a party to all proceedings, negotiations and the Collective Agreement between the Parties.
- 2.02** The Board recognizes the right of the bargaining agent to appoint and to authorize any E.T.F.O. advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent the Teachers in all matters pertaining to the negotiation and administration of the Agreement.
- 2.03** The Board recognizes the E.T.F.O. Thames Valley Local Collective Bargaining Committee as authorized to negotiate on behalf of the Union and the elementary Teachers employed by the Board.

- 2.04** The Board recognizes the right of the Union to represent a member at the member's request at any meeting with the member when the conduct or competence of the member is being considered. The Board or school/worksite Administrator shall notify the member of her/his right to Union representation.
- 2.05** The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 2.06** The Union recognizes the Negotiating Team of the Board as officially authorized to negotiate on the Board's behalf.
- 2.07** The Union recognizes the right of the Board to authorize any advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of the Agreement.

ARTICLE 3 - TERM OF THE AGREEMENT, RENEWAL AND AMENDMENT

- 3.01** The Agreement becomes effective on 2000 September 01 and shall remain in effect until 2001 August 31 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the *Labour Relations Act*.
- 3.02** Without limiting the rights of the Parties under the *Labour Relations Act*, it is agreed that notice to bargain may be given by either Party following January 31 in the year in which the Agreement expires in order to allow for negotiations to commence during the school year.
- 3.03** Amendment During Life of Agreement

Any amendment(s) to the provisions of the Agreement during the term of the Agreement shall be by mutual consent of the Parties. The amendment(s) shall be in writing and shall be binding on both Parties effective the date specified within the amendment.

ARTICLE 4 - NO STRIKE OR LOCKOUT

- 4.01** There shall be no strike or lockout during the term of the Agreement. The term strike or lockout shall be defined as in the *Labour Relations Act*.

ARTICLE 5 - RIGHTS AND RESPONSIBILITIES

- 5.01** Management Rights

The Parties recognize the right and obligation of the Board to exercise its management rights and functions including the right and obligation of the Board to manage the affairs

of the Board in all respects and to carry out such responsibilities of the Board which are not specifically abridged or amended or limited by the terms of the Agreement and are in compliance with the prevailing statutes and regulations.

5.02 Just Cause

The Board agrees that none of its rights or functions will be exercised contrary to the provisions of the Agreement. The Board agrees that no Teacher shall be disciplined, demoted or discharged without just cause. It is recognized that a lesser standard of just cause (basic procedural fairness) applies to the termination of probationary Teachers.

5.03 No Penalty For Lawful Union Activity

The Board agrees not to penalize or discriminate against any Teacher for participating in the lawful activities of the Union, including exercising any rights under the Agreement or the prevailing statutes of Ontario.

5.04 No Discrimination

The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicaps as those terms are defined in the *Ontario Human Rights Code*.

5.05 Evaluations

Only Supervisory Officers and elementary Principals and Vice-Principals shall evaluate a Teacher's competence. Only Supervisory Officers and Learning Supervisors, who have Principal's qualifications, shall evaluate a Learning Co-ordinator's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence unless that member is serving in the capacity of an Acting Principal or Acting Vice-Principal. Should a member of the Union serving as an Acting Principal or Acting Vice-Principal encounter a Teacher in difficulty the person in the acting capacity will so advise the immediate supervisor who will assume the evaluation responsibilities in regards to the Teacher in difficulty.

5.06 The Board shall have a policy on, and procedures for, evaluations. Any such policy or procedures shall be developed in consultation with the Union. Teachers shall only be evaluated in accordance with this policy and/or procedures. Such policy and/or procedures shall include the following:

- (a) all evaluations shall be in writing signed by the evaluator(s) with a copy to the Teacher;
- (b) the Teacher normally shall be given at least one (1) school day's prior notice of any formal classroom observation;

- (c) the Teacher may request that she/he be observed in other situations within the Teacher's assignment;
- (d) a meeting may be held to review and discuss the evaluation, prior to the final evaluation report;
- (e) the evaluation report shall be given to the Teacher within fifteen (15) days of the date of the evaluation;
- (f) the Teacher shall be given forty-eight (48) hours to review, sign, and make written comments regarding the report.

5.07 Discipline and Termination

(a) Matters related to the discipline or termination of a Teacher shall be communicated in writing between the Parties. The Teacher shall have the right to Union representation throughout the process.

5.07 (b) In cases where the Teacher is terminated during or at the conclusion of a job performance monitoring process, termination with the reasons therefore shall be given on or before November 30 for effect on December 31 following, or on or before May 31 for effect on August 31 following. In all other cases, termination for just cause shall take effect upon the date determined by the Board subject to any relevant provisions of the *Education Act and Regulations*.

5.08 Board To Provide Insurance

The Board shall provide adequate insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by the Agreement. It is understood that Teachers-In-Charge will also be provided with adequate insurance and liability protection.

5.09 Resignation/Retirement Dates

A Teacher may resign or retire:

- (a) on the thirty-first (31st) day of December in any year of the Teacher's employment by giving written notice to the Board on or before the last preceding fifteenth (15th) day of November, or
- (b) on any date between and including June thirtieth (30th) through to August thirty-first (31st) in any year of the Teacher's employment by giving written notice to the Board on or before the last preceding fifteenth (15th) day of April, or
- (c) at any other time by the mutual consent in writing of the Teacher and the Board.

5.10 Working for Another Employer

No Teacher covered by the Agreement shall be employed by another school board

except in the capacity as an Occasional Teacher or Continuing Education Teacher without the written consent of the Executive Superintendent of Human Resource Services or designate.

ARTICLE 6 - PROBATIONARY PERIOD

6.01 A newly hired Teacher shall serve a probationary period of ten (10) months with an extension of the period to a length of time in month(s) for absences exceeding twenty (20) teaching days in that ten (10) month period.

eg. The probationary period for a Teacher absent thirty-five (35) days in a ten (10) month probationary period will be extended to the end of the eleventh (11th) teaching month provided said Teacher is in regular attendance during that eleventh (11th) month.

ARTICLE 7 - CATEGORY DEFINITIONS

7.01 Any Teacher newly employed by the Board on or after 2000 September 01 shall be evaluated by the Qualifications Evaluation Council of Ontario Programme 4 which was in place on 2000 September 01 for category placement. Teachers employed by the Board on 2000 June 30 shall retain the category placement they held on that date but any change in category for such Teachers will be in accordance with the provisions of QECO Programme 4 which was in place 2000 September 01.

7.02 The responsibility will be on the newly appointed Teacher to provide the Board with a certificate of category placement from the Qualifications Evaluation Council of Ontario. Teachers may be placed in Category A or A1, whichever is applicable, until such time as salary category documents are submitted for examination.

7.03 Change in Category

A Teacher who qualified before September 01 or before December 31 of the current school year for a change in category by reason of improved qualifications shall receive the appropriate differential in accordance with the following:

(a) Change in Category before September 01

For any qualifications obtained on or before September 01, placement in a higher category shall be made effective September 01 of the current school year. Confirming documents must be submitted to the Board on or before December 31 of the current school year. If the necessary documents are submitted after December 31, the adjustment will be effective January 01 of the school year in which they are received. Notwithstanding the foregoing, if through no fault of the Teacher, confirming documents are delayed beyond December 31, the appropriate adjustment will be made effective September 01 of the current school year.

(b) Change in Category before December 31

For any qualifications obtained from September 01 to December 31, placement in a higher category shall be made effective January 01 of the current school year provided confirming documentation is submitted to the Board on or before June 30 of the current school year. If the necessary documents are submitted after June 30 of the school year in which they were obtained, the adjustment will be effective September 01 of the year in which they are received. Notwithstanding the foregoing, if through no fault of the Teacher, confirming documents are delayed beyond June 30, the appropriate adjustment will be made effective January 01 of the current school year.

(c) Confirming documents shall include the appropriate Statement of Evaluation and a transcript or certificate indicating that the courses were all completed during the designated period.

(d) To qualify for a category change under Article 7.03(a) or (b), documents must be submitted to the Board before the end of the current school year. The appropriate salary adjustment will be completed in the June cheque only if confirming documents have been submitted on or before May 31 of the current school year.

ARTICLE 8 - SALARY AND ALLOWANCES

8.01 Teacher Salary Grids

(a) The following salary grid represents the annual salary rate for the period 2000 September 01 to 2001 August 31.

Years of Experience	Category A	Category A1	Category A2	Category A3	Category A4
0	29 224	31 297	32 683	35 122	37 417
1	30 648	33 156	34 954	37 637	40 062
2	32 597	35 342	37 322	40 120	42 704
3	34 566	37 616	39 670	42 706	45 469
4	36 674	39 848	42 038	45 439	48 501
5	38 485	42 100	44 364	48 174	51 532
6	40 424	44 332	46 721	50 904	54 568
7	43 662	46 596	49 068	53 639	57 597
8	45 744	48 838	51 416	56 373	60 629
9	47 960	51 101	53 773	59 107	63 663
10	50 175	54 605	56 120	63 729	67 478
Penultimate	52 390				

Ultimate	54 605
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8.02 Administrative Allowances

(a) A Teacher in the role of Learning Co-ordinator shall receive, in addition to the regular grid salary [Article 8.01(a)] and post graduate degree allowance, if applicable, [Article 8.03(a)], an allowance as set forth below:

Step 0	\$4 500
Step 1	\$5 000
Step 2	\$5 500

(b) Notwithstanding Article 8.02(a), any Teacher in the position of Learning Co-ordinator shall continue to receive the salary and allowance which the Teacher was receiving on 1998 September 01 unless the Teacher would be entitled to a higher amount under Article 8.02 (a), in which case Article 8.02(a) shall apply.

(c) A Teacher covered by the terms of the Agreement in the role of Department Head at Annandale School for the 2000-01 school year shall receive, in addition to the regular grid salary [Article 8.01(a)] and post graduate degree allowance, if applicable [Article 8.03(a)], an allowance as set forth below:

(i)

Level of Responsibility	Number of Sections	Allowance
I	7 - 17	\$1 275
II	18 - 29	\$1 975
III	30 - 41	\$2 675
IV	42 or greater	\$3 375

(ii) Annandale School shall have a Department Head of Guidance and a Department Head of Library and the allowance for each position will be not less than \$1 275.

8.03 Post Graduate Degree Allowances

(a) There will be a one (1) time payment to a Teacher not eligible for an allowance under the provisions of Articles 8.03(b) or 8.03(c) of five hundred dollars (\$500) for the successful completion of a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) payable on September 01 following receipt of proof of the successful completion of said degree for anyone completing the degree on or after 1998 September 01 provided the degree was not taken in conjunction with preservice Teacher training or the degree or any credits used towards the completion of the degree have not been used for placement in a salary category.

(b) Any Teacher in receipt of an extra degree allowance prior to 1998 September 01 shall continue to receive said allowance.

- (c) Any Teacher not eligible for an allowance under Article 8.03(b) but who completed a Masters degree or Doctorate degree (from an accredited Canadian University or equivalent) prior to 1998 September 01 shall receive an allowance in accordance with the terms of the relevant predecessor Board Agreement provided the degree was not taken in conjunction with preservice Teacher training or the degree or any credits used towards the completion of the degree have not been used for placement in a salary category.
- (d) A list of Teachers eligible for an allowance under Articles 8.03(b) and 8.03(c) with the respective amount payable to each Teacher will be maintained by the Board.

8.04 Credit for Teaching Experience

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

- (a) The initial placement at the appropriate grid step of the salary grid for all Teachers newly hired shall be in accordance with the definition of allowable teaching experience as described in Article 8.04(c) and (d). The effective date of this placement shall be as of September 01 in the school year in which the Teacher is hired.
- (b) The determination of teaching experience for placement on the appropriate grid step of the salary grid prior to 1998 September 01 for Teachers employed by the Thames Valley District School Board or one (1) of the four (4) predecessor Boards shall be as it was determined under the applicable Collective Agreement of the predecessor Board.

8.04 (c) For teaching experience gained during the 1998-99 school year and thereafter, the determination of teaching experience for placement on the appropriate grid step of the salary grid will be based on the years of elementary and secondary teaching experience in a publicly supported school as of September 01 in any school year computed to the nearest one-tenth (0.1) of a year.

- (d) For Teachers hired on or after 1998 September 01, experience gained as an Occasional Teacher in a single assignment of at least twenty (20) consecutive days with the Thames Valley District School Board or one (1) or more of the four (4) predecessor Boards shall also count as experience for salary purposes.
- (e) Teaching experience for salary purposes does not include night school teaching, summer school teaching, continuing education teaching or occasional teaching not included in (d) above.
- (f) Teaching experience for less than a full-time assignment and/or less than a full school year including long-term occasional teaching experience, shall be recognized as follows:
 - i) Teaching experience shall be applied for increment purposes in direct proportion

to the amount of time worked, to the nearest one-tenth (1/10) of a year, in the preceding year.

- ii) The onus shall be on the Teacher to provide verification of previous teaching experience.
- iii) Teachers on a seventeen (17) week (or shorter) Pregnancy Leave, eighteen (18) week (or shorter) Parental Leave or eighteen (18) week (or shorter) Adoption Leave shall accumulate experience for salary purposes as if they had continued to work during that period of the school year.

8.05 Annual Increments

- (a) The annual increment shall be granted in accordance with the provisions of Article 8.05(c) for satisfactory teaching with the Thames Valley District School Board.
- (b) It shall be the prerogative of the Board to withhold the increment of a Teacher not at maximum salary or the wage increase of a Teacher at maximum salary for not more than one (1) year if that Teacher's work is deemed not satisfactory by the Director of Education provided that the Teacher is notified in writing prior to May 31 as to why the Board is withholding the increment or wage increase and instructed on how to improve. If satisfactory improvement is made within the year in question, the Teacher will be reinstated at the position on the grid as if the increment or wage increase had not been withheld. Failing satisfactory improvement, the Teacher may be terminated in accordance with the terms of Article 5.07.
- (c) Effective for time worked during the 1998-99 school year and thereafter, the increment shall be applied in direct proportion to the amount of time worked, to the nearest one-tenth (1/10) of a year, in the preceding year.

8.05 Examples:

<u>Time Worked</u>	<u>Increment</u>
Full-Time - 100%	100%
Part-Time - 70%	70%
Part-Time - 55%	60%
Part-Time - 32%	30%

- (d) An increment shall be granted up to the maximum of the appropriate Category except for Teachers in Category A who shall not move beyond the penultimate step of Category A except as outlined in Article 8.05(e).
- (e) A Teacher in Category A shall move to the Ultimate step of Category A only by:
 - i) completion of five (5) acceptable courses at least four (4) of which must have been completed since 1990 01 01 if that Teacher was placed in Level 3 on 1990 01 01 in accordance with the then existing Agreement;

- ii) completion of seven (7) acceptable courses at least five (5) of which must have been completed since 1990 01 01 if that Teacher was placed in Level 2 on 1990 01 01 in accordance with the then existing Agreement;
- iii) completion of nine (9) acceptable courses at least six (6) of which must have been completed since 1990 01 01 if that Teacher was placed in Level 1 on 1990 01 01 in accordance with the then existing Agreement.

8.06 Method of Payment

(a) Annual salaries shall be paid according to the following plan subject to the provisions of Articles 8.06(b) to 8.06(d) inclusive.

2000 - 2001

September 01	1/26	March 02	1/26
September 15	1/26	March 16	1/26
September 29	1/26	March 30	1/26
October 13	1/26	April 13	1/26
October 27	1/26	April 27	1/26
November 10	1/26	May 11	1/26
November 24	1/26	May 25	1/26
December 08	1/26	June 08	1/26
December 22	1/26	June 22	1/26
January 05	1/26	July 06	1/26
January 19	1/26	July 20	1/26
February 02	1/26	August 03	1/26
February 16	1/26	August 17	1/26

2001 - 2002

September 07	1/26	March 08	1/26
September 21	1/26	March 22	1/26
October 05	1/26	April 05	1/26
October 19	1/26	April 19	1/26
November 02	1/26	May 03	1/26
November 16	1/26	May 17	1/26
November 30	1/26	May 31	1/26
December 14	1/26	June 14	1/26
December 28	1/26	June 28	1/26
January 11	1/26	July 12	1/26
January 25	1/26	July 26	1/26
February 08	1/26	August 09	1/26
February 22	1/26	August 23	1/26

8.06 (b) Annual salaries for Teachers teaching an entire school year shall be paid in twenty-six (26) instalments commencing on the first (1st) Friday of September, all of which shall be one twenty-sixth (1/26) of the annual salary. Teachers teaching less than an entire school year will have adjustments made to their salary instalments such that they receive pro rata salary based on the percent of the school year for which salary is earned.

- (c) Salary instalments shall be payable on Fridays except where the pay date falls on a statutory holiday, in which case the pay date will be the last banking day preceding that statutory holiday.
- (d) Notwithstanding the provisions of Article 8.06(b) and the schedule established in Article 8.06(a), any Teacher who retires, resigns or commences a Pregnancy Leave during the period June 30 to August 31 shall have the annual salary to which she/he is entitled for the previous school year paid in full prior to the date of retirement, resignation or commencement of the leave, as the case may be, provided sufficient notice is received by the Payroll Department to effect such a payment.
- (e) Teachers shall be notified by the Executive Superintendent of Human Resource Services or designate at the time of hiring that they can not commence employment nor receive any salary unless the Teacher's Certificates of Registration and Qualification from the Ontario College of Teachers have been submitted to the Board.
- (f) The payment shall be deposited electronically at the bank of the Teacher's choice and the information slip shall be provided to the Teacher.

8.06 (g) The Teacher may change the financial institution referred to in Article 8.06 (f) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.

- (h) Teachers shall be notified by the Executive Superintendent of Human Resource Services or designate at the time of hiring that they can not commence employment nor receive any salary unless the Teacher's Certificates of Registration and Qualification from the Ontario College of Teachers have been submitted to the Board.
- (i) The payment shall be deposited electronically at the bank of the Teacher's choice and the information slip shall be provided to the Teacher.
- (j) The Teacher may change the financial institution referred to in Article 8.06(i) no more than once a year by providing the Board with notice in writing at least thirty (30) days in advance of the effective date of change.

ARTICLE 9 – TEACHER-IN-CHARGE

9.01 A Teacher may assume the role of Teacher-In-Charge for a Principal or Vice-Principal who is absent from the school.

9.02 The Teacher-In-Charge role shall be assigned by the appropriate supervisor to a Teacher in the school who has volunteered for such an assignment.

- 9.03** A Teacher-In-Charge shall be provided with a written outline of the duties and responsibilities of the role. It is understood that a Teacher-In-Charge shall not assume responsibilities associated with the evaluation and supervision of Teachers.
- 9.04** Where a Teacher-In-Charge is appointed to replace a Principal or Vice-Principal, such appointment shall not exceed ten (10) consecutive instructional days.
- 9.05** A Teacher-In-Charge who is assigned that role for at least one-half (½) day or more shall be compensated by a per diem responsibility allowance of ten dollars (\$10.00) per half day or twenty dollars (\$20.00) for a full day, in addition to the Teacher's current salary. These amounts will be paid twice per school year.
- 9.06** A Teacher-In-Charge shall continue to be subject to all terms and conditions of the Agreement.
- 9.07** Nothing in this article prevents a Teacher-In-Charge from resuming teaching duties subject to forty-eight (48) hours written notice by the Teacher-In-Charge to the appropriate supervisor or at a time to which the Teacher-In-Charge and the appropriate supervisor mutually agree.

ARTICLE 10 – ACTING PRINCIPAL OR ACTING VICE-PRINCIPAL

- 10.01** The Board may appoint a Teacher as an Acting Principal or Acting Vice-Principal to fulfil the duties of the administrator for not more than ten (10) teaching months.
- 10.02** The Teacher shall receive the same salary and allowances and be entitled to the same working conditions as other Principals or Vice-Principals who have the same administrative experience and hold an equivalent position with the Board.
- 10.03** A Teacher in an Acting Principal or Acting Vice-Principal position shall continue as a member of the Union with all rights and privileges subject to any modifications indicated in the Agreement.
- 10.04** The Teacher in an Acting Principal or Acting Vice-Principal role shall be entitled to return to the Teacher's former position if it still exists, or a comparable position if it does not, in accordance with the surplus/redundancy provisions of the Agreement.
- 10.05** A Teacher in an Acting Principal or Acting Vice-Principal position shall continue to accrue seniority and have Union dues and the assessment(s), if applicable, deducted.

ARTICLE 11 BENEFIT PLANS

- 11.01** The Parties agree to establish a Joint Benefits Committee with equal representation from the Administration and the Union to review all aspects of the Benefit Plans within the parameters as set forth below. The Joint Benefits Committee shall maintain an accounting of all aspects of the financial cost sharing related to the Benefit Plans.
- 11.02** The benefit plan will be comprised of the following components:

- (a) Extended Health Plan - including Vision Care and Out-of-Province
- (b) Dental Plan - including Major Restorative and Orthodontics
- (c) Life Insurance Plan - including Accidental Death and Dismemberment
- (d) Employee Assistance Plan
- (e) Optional Life (as per Article 11.06).

11.03 For the 2000-2001 contract year, the Board shall pay one hundred percent (100%) of the cost of the premiums for a full-time Teacher of the plans as listed in Articles 11.02 (a), (b), (c) and (d). Subject to eligibility requirements, a part-time Teacher shall be required to participate in the Benefit Plans and the Board's dollar share of the premium costs shall be pro-rated on the basis of workload. A part-time Teacher with less than half-time workload may opt not to enrol in the health and dental plans.

11.04 Unless evidence of comparable alternative coverage is provided, participation is compulsory for all Teachers in the life insurance plan and in the health and dental plans. (Note the exception for part-time Teachers as set out in Article 11.03.)

11.05 The Board's contributions to the premium costs of the Group Insurance Benefits and Employee Assistance Program noted above will be in the form of a fixed dollar amount and shall be determined for each school year based on the funds remaining within the Ministry Funding Model for Elementary Teacher benefits after provision is made for the payment of the Board's portion of federal and provincial government mandated contributions for such items as the Canada Pension Plan, Employment Insurance premiums and the Employer Health Tax and costs to provide for retirement gratuities and Registered Retirement Savings Plans as provided for in the Agreement. It is understood that for the 2000-2001 school year the funding for benefits shall be \$6 117 per Funding Formula FTE Teacher.

In the event that any dollars allocated by the reconciliation above exceed the Board's required contribution, it is agreed that the net allocated funds shall be applied to the remuneration package for elementary Teachers.

In the event that any dollars allocated by the reconciliation above are exceeded by the Board's required contribution, the Board cost shall be limited to the allocation and any additional costs shall be borne by requiring first a predetermined payment toward Teacher life insurance premium costs, then any further payment required to maintain health and dental plans.

Notwithstanding the above, costs attributed to retirement gratuities and Registered Retirement Savings Plan contributions may be covered within the Benefit Plan or from other sources as agreed to by the Parties.

11.06 (a) Optional Spousal/Dependent Child(ren) Life Insurance

Optional spousal life insurance of twenty-five thousand dollar (\$25 000) units to a

maximum of one hundred thousand dollars (\$100 000) is provided as an option to Teachers for spouses. Dependent Life Insurance of five thousand dollar (\$5 000) units to a maximum of twenty-five thousand dollars (\$25 000) is provided as an option to Teachers for dependent child(ren). The plan shall be administered by the Board. Full premium costs shall be paid by the Teachers covered by the plan.

(b) Optional Life Insurance

In addition to group life insurance, Teachers may purchase additional life insurance to a maximum of one point five (1.5) x annual salary rounded up to the nearest one thousand dollars (\$1 000). The plan shall be administered by the Board. Full premium costs shall be paid by Teachers exercising this option.

11.07 Long Term Disability Insurance

Participation in the long term disability plan is compulsory for all Teachers. The full premium costs shall be paid by the Teachers through payroll deductions. The Union will arrange for the Board to receive a current master policy and amendments. The Board will co-operate with the enrolment, deduction and remittance of premiums and provision of available necessary data to the insurer. The Union is responsible for selecting the carrier, processing and administration of claims and for the resolution of any disputes between the Teacher and the carrier.

11.08 General

(a) The insurance outlined in Articles 11.02 and 11.06 shall be as more particularly described and set forth in the respective policies of insurance. Any dispute over payment of benefits under any such policies shall be adjusted between the employee and the insurer concerned, but the employer will use its best efforts to adjust and settle any such dispute.

(b) Should the Board change carrier(s) during the term of the Agreement, benefits provided by the new carrier(s) will be equivalent to that offered by the old carrier(s) as defined in Articles 11.02 and 11.06.

(c) A copy of the master policy or policies of the Benefit Plans as set out in Articles 11.02 and 11.06 shall be provided to the Union.

11.08 (d) The Board shall provide an information brochure on all benefit plans to every plan participant.

(e) Subject to eligibility requirements and the provisions of Articles 15.12 (Pregnancy Leave), 16.08 (Parental Leave) and 17.08 (Adoption Leave), a Teacher on any Leave of Absence shall be required to continue participation in the Benefit Plans while on leave.

(f) A Teacher who, following compliance with Article 5.09, retires to an unreduced pension or to a reduced pension or who exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date on

which the Teacher would lose the right to exercise that option, shall have the option of continuing uninterrupted her/his benefit coverage which was in existence on the date immediately prior to the date of retirement, for each of Extended Health, Dental, Life Insurance (excluding Accidental Death and Dismemberment) and subject to any limitations imposed by the carrier, Out-of-Province coverage, to age sixty-five (65) by making full premium payments monthly in advance through the Board. The cost of such premiums will be at the group rate for retired Teachers. The group rate for retired Teachers on 2001 September 01, shall be based on the costs incurred (experience) for the period from 1999 November 01 to 2001 June 30 and shall be implemented as a separate rate on 2001 September 01. The group rate for retired Teachers shall be the same as the Elementary Teacher rate for the period of 1999 November 01 to 2001 August 31.

- (g) The surviving spouse of a deceased Teacher shall be entitled to have existing coverage, as set out in Articles 11.02 and 11.06, continue at the Board's cost for a period of one (1) year after the death of the Teacher.
- (h) A Teacher who is declared redundant and retains the right of recall may continue to participate in one (1) or more of the Group Benefit Plans for a period of one (1) year from the date of lay-off by paying the full cost of premiums monthly in advance through the Board.
- (i) Benefit coverage as outlined in Article 11.08(e), (f) and (h) will cease for any Teacher who fails to pay the full cost of monthly premiums in advance as required.

ARTICLE 12 - RETIREMENT GRATUITIES

- 12.01** A Teacher employed on 1998 August 31 by the Thames Valley District School Board under the provisions of the Agreements of the predecessor Boards forming the Thames Valley District School Board shall have her/his Retirement Gratuity entitlements continue in full force until she/he retires under such provisions unless the Teacher resigns or is terminated prior to retirement. This includes the Group R.R.S.P. for employees of the Board of Education for The City of London Policy #GS-R34148, effective 1992 January 01.
- 12.02** All provisions governing Retirement Gratuities existing in the Agreements named in Article 12.01 shall be deemed to form part of the Agreement and shall be attached as Appendix B.
- 12.03** The Board shall maintain a record of all Teachers eligible for each applicable Retirement Gratuity named in Article 12.01. A copy of this record shall be provided to the Union.
- 12.04** The Board, upon receipt of an intent to retire from a Teacher named in Article 12.03, shall inform the Teacher of her/his Retirement Gratuity entitlement.
- 12.05** Notwithstanding the provisions of Article 12.01 stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom the provisions of Article 12.01 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria set forth in Article 12.01 if that Teacher exercises the commuted value transfer option under the Ontario Teachers' Pension Plan within two (2) years of the date

on which the Teacher would lose the right to exercise that option.

12.06 (i) The gratuity is available in one (1) lump sum payable during a period ranging from one (1) month to one (1) year after retirement, at the option of the Teacher provided said Teacher has advised the Board in writing thirty (30) days prior to retirement.

(ii) Notwithstanding the provisions of Article 12.06(i), a Teacher eligible for the Oxford Retirement Gratuity provisions may receive gratuity payments in two (2) equal payments in accordance with the provisions set forth in Appendix B, page 75.

12.07 A Sick Leave Credit Gratuity may be paid to the estate of a Teacher covered by Article 12.01 whose death occurs before retirement, while under contract with the Board. The amount of the gratuity, if any, shall be calculated as though the Teacher had retired on the day before the Teacher's death.

ARTICLE 13 - REGISTERED RETIREMENT SAVINGS PLAN

13.01 A twelve hundred dollar (\$1 200) one time RRSP will be provided to each eligible Teacher (pro rated for Teachers who are in part-time assignments or who work part of that school year) employed who has successfully completed his/her probationary period and who has not received the amount during the 1998-2000 Collective Agreement period under the following provisions:

(a) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Elgin County Board of Education on 1997 December 31 and who had an effective date of hire with that Board between 1979 January 03 and 1997 December 31; and

(b) Teachers currently employed by the Thames Valley District School Board who were employed by the predecessor Oxford County Board of Education on 1997 December 31 and who had an effective date of hire with that Board between 1979 August 31 and 1997 December 31; and

(c) Teachers currently employed by the Thames Valley District School Board with an effective date of hire with the Thames Valley District School Board between 1998 January 01 and 1998 August 31 who, during that time, worked under the terms and conditions of either the Elgin County Board of Education or the Oxford County Board of Education Collective Agreement with their respective elementary federations.

13.02 The Board shall contribute one thousand two hundred dollars (\$1 200) to each Teacher (pro rata for part-time Teachers) employed under the following provision:

Teachers hired by the Thames Valley District School Board with an effective date of hire on or after 1998 September 01 upon completion of her/his probationary period, who remain in the employ of the Board and who have not received the amount during the 1998-2000 Collective Agreement period.

13.03 The applicable amount set forth in Articles 13.01 and 13.02 shall be deposited in an

account of the Teacher's choice with the Ontario Teachers' Group Investment Funds subject to the provisions to which the Parties have agreed as outlined in the Letter of Intent - RRSP Accounts.

- 13.04** The implementation of any and all provisions under Article 13 shall be in compliance with the Income Tax Act.

ARTICLE 14 - SICK LEAVE

Sick Leave With Full Salary

- 14.01** Full-time Teachers will be allowed twenty (20) days of paid sick leave credits per school year to be credited on September 01 of each year. A Teacher employed for less than the full year is entitled to sick leave pro rated on the term of employment.
- 14.02** Part-time Teachers will accumulate sick leave credits on a pro rata basis to their teaching assignment.
- 14.03** Teachers may accumulate the unused portion of their sick leave credits to a maximum of two hundred and twenty (220) days except as stated in Article 14.04 below.
- 14.04** A Teacher employed by the Thames Valley District School Board on 1998 June 30 under the terms of a Collective Agreement entered into between a predecessor Board and its elementary teachers' federations shall be entitled to have credited to her/his account any sick days accumulated on or before 1998 June 30. Should the Teacher's subsequent use of sick days cause the accumulated amount to fall below two hundred and twenty (220) days the provisions of Article 14.03 shall apply.
- 14.05** A Teacher, where required, shall provide to the Board evidence of illness reasonably satisfactory to the Employer stating the dates of absence. Any costs of a medical certificate shall be borne by the Board.
- The Teacher may be required to undergo a medical examination by a physician selected by the Board. Should the Board deem this necessary, the costs of the medical examination shall be borne by the Board.
- 14.06** A Teacher who has previously been employed by another Board which operated a cumulative sick leave plan shall be credited with all sick leave credits accumulated therein up to a maximum of two hundred and twenty (220) days.
- 14.07** The Board shall maintain a record of each Teacher's credited and accumulated sick leave and shall inform the Teacher in writing by the end of September of each year as to the accumulation of the Teacher's sick leave.
- 14.08** Absences permissible and chargeable under the Sick Leave Plan shall be for personal illness, personal injury, clinical tests, hospitalization for medical observation or treatment, emergency dental appointments, or any other such absence for health reasons certified by

a physician or a licentiate of dental surgery or as set forth in Articles 14.09, 14.10 and 14.11.

14.09 A Teacher may be granted up to five (5) days leave per school year with deduction of sick leave credit(s) where it is necessary for the Teacher to care for a child, parent or spouse.

14.10 A Teacher who is unavoidably absent due to a local act of nature over which no one has control may be granted up to three (3) school days leave per school year with deduction of sick leave credit(s). A Teacher may apply in writing to the Executive Superintendent of Human Resource Services or designate for an increase in the maximum allowable days under this section. It is understood and agreed that "a local act of nature" is an act of nature that occurs within the geographic area between the Teacher's home address and the school or worksite of said Teacher.

14.11 Workers' Safety Insurance

(a) A Teacher without accumulated sick leave who is unable to perform the Teacher's regular duties because of a condition compensable under the Workplace Safety and Insurance Act shall receive such benefits as awarded by the W.S.I.B..

(b) A Teacher who, on the date of a compensable accident, had accumulated sick leave available shall continue to receive full salary and employee benefits until such time as the sick leave accumulation is depleted. Upon the depletion of sick leave, the Teacher shall receive only those benefits to which the Teacher is entitled by W.S.I.B. regulations and/or Long Term Disability benefits under the Elementary Teachers' Plan.

(c) During the period of time that the Teacher is in receipt of W.S.I.B. benefits and the Board is continuing to pay full salary, the Board shall deduct from the Teacher's accumulated sick leave the equivalent of 0.5 of a day for each day of absence.

(d) When a Teacher, who is in receipt of W.S.I.B. benefits has depleted the Teacher's accumulated sick leave account, the Teacher may become eligible for Long Term Disability benefits subject to the terms and conditions of the Elementary Teachers' Long Term Disability Plan.

(e) The Teacher will comply with all directions given by W.S.I.B. as it relates to the benefit program. Failure to comply will result in the stoppage of any further payments by the Board to the Teacher.

ARTICLE 15 - PREGNANCY LEAVE

Pregnancy Leaves shall be granted in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended. Complications relating to the pregnancy or birth of the child, miscarriage, premature birth and still birth are covered in

detail by the statute. Specific questions relating to any of these areas should be referred to the Executive Superintendent of Human Resource Services or designate.

- 15.01** The Board shall grant to a pregnant Teacher, who has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Pregnancy Leave of seventeen (17) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the seventeen (17) weeks prior to the expected date of birth but in no case later than one (1) day prior to the expected date of birth. (For mutually agreed to extensions of related leaves see Article 16.13.)
- 15.02** Requests for Pregnancy Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the expected date of birth.
- 15.03** The written request for a Pregnancy Leave shall contain:
- (a) the start date of the Pregnancy Leave, and
 - (b) the end date of the Pregnancy Leave.
- 15.04** The Board may request a completed Medical Certificate from a legally qualified medical practitioner indicating the expected date of delivery.
- 15.05** A Pregnancy Leave shall be without salary or allowances.
- 15.06** Notwithstanding Article 15.05, the Board shall provide for a Teacher on Pregnancy Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Pregnancy Leave Benefits.
- 15.07** The duration of the plan referred to in Article 15.06 shall coincide with the term of the Agreement.
- 15.08** Notwithstanding Article 15.05, a Teacher going on Pregnancy Leave may request sick leave for any school days that occur during the six (6) week period immediately following the date of delivery if such Teacher has at least thirty (30) days of accumulated sick leave to her credit. Should a delivery or pregnancy related medical issue develop during that specified period of time, the Teacher may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for purposes of Pregnancy Leave.
- 15.09** The SEB Plan will not be applicable for Teachers who elect sick leave of at least ten (10) days as per Article 15.08 above unless their sick leave is not recognized by the Employment Insurance Commission as replacement for the statutory waiting period.
- 15.10** The SEB Plan will remain in force for those Teachers who do not request sick leave during their Pregnancy Leave.

- 15.11** The Board shall continue to pay its normal share of premiums for such benefits under Article 11 as the Teacher is currently enrolled in, for that part of the statutory seventeen (17) week Pregnancy Leave taken by the Teacher.
- 15.12** Except for the Long Term Disability Plan specified in Article 11, the Teacher may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that the Teacher does not intend to pay her share of contributions.
- 15.13** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Pregnancy Leave:
- 15.13** (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or
- (b) to an earlier date due to the complications caused by pregnancy or because of a miscarriage, premature birth or still birth and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notice and medical certification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.
- 15.14** A Teacher may alter the requested termination of a Pregnancy Leave:
- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.
- 15.15** A Teacher returning from a Pregnancy Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 29, 30 and 31 - Surplus Declaration, Layoff and Recall, and Transfer (Placement 31.43 - 31.68) - shall apply.

ARTICLE 16 - PARENTAL LEAVE

Parental Leaves shall be granted in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

- 16.01** The Board shall grant to a male or female Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, a Parental Leave of eighteen (18) weeks or such shorter leave as the Teacher requests.
- 16.02** A mother requesting a Parental Leave must commence that leave on the date following the conclusion of her Pregnancy Leave.
- 16.03** The other parent requesting a Parental Leave may commence that leave anytime within the thirty-five (35) week period following the actual date of birth. The term "other parent" includes the natural father and a person who is in a relationship of some permanence with the mother of the child who intends to treat the child as his or her own.
- 16.04** Requests for Parental Leave shall be made in writing on the Application for Pregnancy Leave/Parental Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case any later than two (2) weeks before the requested start date of the leave.
- 16.05** The written request for a Parental Leave shall contain:
- (a) the commencement date of the Parental Leave,
 - (b) the termination date of the Parental Leave; and
 - (c) the date or expected date of birth of the child.
- 16.06** A Parental Leave shall be without salary or allowances.
- 16.07** The Board shall continue to pay its normal share of the premiums for such benefits under Article 11 as the Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Teacher.
- 16.08** Except for the Long Term Disability Plan specified in Article 11, Teachers may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.
- 16.09** The Cumulative Sick Leave Plan shall not apply during the Parental Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Parental Leave shall be reinstated at the agreed upon termination of the Parental Leave if the Teacher returns to work.
- 16.10** Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of a Parental Leave:
- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the earlier start date; or

(b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date of delivery and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or

(c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

16.11 A Teacher may alter the requested termination date of a Parental Leave:

(a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*; or

(b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

16.12 A Teacher returning from a Parental Leave shall return to the position most recently held unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 29, 30 and 31 - Surplus Declaration, Layoff and Recall, and Transfer (Placement 31.43 - 31.68) - shall apply.

16.13 Extended Leaves may be requested in writing by female and male parents who are on or will be on a Parental Leave. These are leaves that continue beyond the statutory eighteen (18) week Parental Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extensions would allow the leave to conclude on the day prior to the start of the next term or semester.

16.14 Teachers who extend a leave under Article 16.13 beyond the statutory limits for Pregnancy/Parental leaves may maintain their existing benefit coverage (subject to Article 11) at their own expense for the duration of the Extended Leave.

ARTICLE 17 - ADOPTION LEAVE

Adoption Leaves shall be granted in accordance with the provisions of Sections 34 through 45 of *The Employment Standards Act, R.S.O. 1990*, as amended.

17.01 The Board shall grant to a male or female Teacher who becomes a parent, provided said Teacher has been in its employ at least thirteen (13) weeks immediately prior to the requested start date of the leave, an Adoption Leave of eighteen (18) weeks or such shorter leave as the Teacher requests. The leave may commence anytime within the

thirty-five (35) week period following the child coming into the custody, care and control of a parent for the first time. The term "parent" includes a person with whom the child is placed for adoption and a person who is in a relationship of some permanence with a parent of the child and who intends to treat the child as his or her own.

17.02 Requests for Adoption Leave shall be made in writing on the Application for Adoption Leave Form and submitted to the Executive Superintendent of Human Resource Services or designate as far in advance as possible but in no case later than two (2) weeks before the requested start date of the leave.

17.03 The written request for an Adoption Leave shall contain:

- (a) the commencement date of the Adoption Leave;
- (b) the termination date of the Adoption Leave;
- (c) the date or expected date of the child coming into the custody, care and control of the parent for the first time.

17.04 An Adoption Leave shall be without salary or allowances.

17.05 Notwithstanding Article 17.04, the Board shall provide for a Teacher on Adoption Leave a Supplementary Employment Benefit (SEB) Plan approved by Human Resources Development Canada. The plan will pay an amount equal to the Employment Insurance rate for the two (2) week waiting period prior to the commencement of the Employment Insurance Parental Leave Benefits.

17.06 The duration of the plan referred to in Article 17.05 shall coincide with the term of the Agreement.

17.07 The Board shall continue to pay its normal share of the premiums for such benefits under Article 11 as the Teacher is currently enrolled in, for that part of the statutory eighteen (18) week Parental Leave taken by the Teacher.

17.08 Except for the Long Term Disability Plan specified in Article 11, Teachers may opt not to continue benefits during the leave period by providing written notice to the Executive Superintendent of Human Resource Services or designate that they do not intend to pay their share of contributions.

17.09 The Cumulative Sick Leave Plan shall not apply during the Adoption Leave nor shall the current sick leave allowance nor any fraction thereof. Benefits accrued to the commencement of the Adoption Leave shall be reinstated at the agreed upon termination of the Adoption Leave if the Teacher returns to work.

17.10 Provided that such alteration does not contravene the provisions of the Act, a Teacher may alter the requested start date of an Adoption Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the

earlier start date; or

- (b) to an earlier date if the child comes into the custody, care and control of a parent for the first time sooner than the expected date and the Teacher provides the Executive Superintendent of Human Resource Services or designate with written notification within two (2) weeks after the employee starts the leave; or
- (c) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least two (2) weeks written notice before the date the leave was to begin.

17.11 A Teacher may alter the requested termination date of an Adoption Leave:

- (a) to an earlier date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the earlier termination date; or
- (b) to a later date if the Teacher gives the Executive Superintendent of Human Resource Services or designate at least four (4) weeks written notice before the leave was to end and the later date does not contravene the provisions of *The Employment Standards Act*.

17.12 A Teacher returning from an Adoption Leave shall return to the position most recently held, unless the Teacher would otherwise have been declared surplus or redundant to the system in which case the provisions of Articles 29, 30 and 31 - Surplus Declaration, Layoff and Recall, and Transfer (Placement 31.43 - 31.68) - shall apply.

17.13 Extended Leaves may be requested in writing by female and male parents who are on or will be on an Adoption Leave. These are leaves that continue beyond the statutory eighteen (18) week Adoption Leave period and may be granted by the Executive Superintendent of Human Resource Services or designate on the basis of the mutual consent of the employee and employer but shall not exceed one (1) year unless such extension would allow the leave to conclude on the day prior to the start of the next term or semester.

17.14 Teachers who extend a leave under Article 17.13 beyond the statutory limit for Adoption Leave may maintain their existing benefit coverage (subject to Article 11) at their own expense for the duration of the Extended Leave.

ARTICLE 18 - LEAVES OF ABSENCE

Leave of Absence With Full Salary

18.01 Special leave without a deduction from salary and without loss of sick leave credits shall be available to Teachers for the circumstances and under the conditions outlined hereunder. Leaves under Articles 18.03 to 18.11 require advance approval of the Principal or Supervisor, unless otherwise indicated.

18.02 Notwithstanding Articles 18.01 to 18.11 it shall be the prerogative of the Principal to excuse a Teacher from school for up to two (2) hours for reasons acceptable to the Principal. In such cases, the Teacher shall make adequate and acceptable arrangements as approved by the Principal for the care and instruction of the Teacher's classes.

Such requests must be submitted to the Principal of the school at least three (3) days prior to the absence whenever possible.

18.03 When called for Jury Duty or when subpoenaed as a witness in any court proceedings to which the Teacher is not a party or one of the persons charged, the Teacher must refund to the Board all monies received as a juror or witness exclusive of traveling allowances and living expenses. The court summons or subpoena must be submitted by the Principal to the Executive Superintendent of Human Resource Services or designate for approval.

18.04 Up to three (3) days shall be granted at the time of the death in the case of the death of a member of the immediate family. When used herein, immediate family shall include parent, sibling, spouse or partner, child, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, legal guardian, grandchild, grandparent or person who has acted as father or mother in lieu of the natural parent. Notwithstanding the above, the leave may be extended by a maximum of two (2) days due to exceptional circumstances subject to the approval of the Executive Superintendent of Human Resource Services or designate.

18.05 Up to one (1) day per school year shall be available to permit a Teacher to write examinations leading to the advancement of the Teacher's academic or teaching qualifications. This leave shall be for the period of the examination only plus any required travel time to the place of the examination.

18.06 Up to one (1) day per school year shall be available for the Teacher to attend the Teacher's own graduation ceremonies and/or the convocation of a child, spouse or partner.

18.07 Leave shall be granted to a Teacher to participate on curriculum committees sponsored by the Ministry of Education and Training and endorsed by the Executive Superintendent of Human Resource Services or designate.

18.08 Leave shall be granted when a Teacher is absent from duty in any case where because of exposure to a communicable disease, the Teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon the Teacher's duties.

18.09 One (1) day per school year shall be granted for compassionate reasons due to an emergency situation or to attend the funeral of a friend or family member not included in Article 18.04.

18.10 A Teacher who is delayed by local weather and/or road conditions but arrives at school as soon as possible during the regular school hours of that day will not have a salary deduction made. It is the Teacher's responsibility to notify the Principal, Supervisor or designate of the situation as soon as possible. "Local" means within the geographic area

between the Teacher's home address and the school or worksite of said Teacher.

18.11 A Teacher shall be entitled to leave for religious holidays in accordance with Board policy.

Leave of Absence With Occasional Teacher Cost Deduction

18.12 Deduction of Occasional Teacher costs from a Teacher's salary will occur under the following circumstances. If an Occasional Teacher was not employed to replace the absent Teacher, the deduction will be credited to the central account. Leaves under Articles 18.13 and 18.14 require advanced approval of the Principal. Where possible, requests must be submitted to the Principal of the school at least three (3) days prior to the absence.

18.13 A one-half (0.5) day or one (1) day leave per year may be granted to attend the Teacher's own wedding or the wedding of a son or daughter or to attend to the Teacher's personal business. This day may not be used as vacation time.

18.14 Leave with deduction of Occasional Teacher costs, but with no loss of sick leave credits for the total period of absence, shall be available to Teachers under the terms outlined hereunder.

- (a) To attend a provincial, national or international competition as either an official, coach or competitor where the Board determines that it is a significant event, such as the Olympic Games.
- (b) One competition per school year.
- (c) Approval of the Executive Superintendent of Human Resource Services or designate.

Short Term Leave of Absence With Deduction of Full Salary

18.15 A special leave of absence of up to ten (10) days in any one (1) school year with deduction of full salary for exceptional circumstances may be granted by the Executive Superintendent of Human Resource Services or designate.

The special leave of absence may not be used to extend a vacation period.

Long Term Leave of Absence Without Pay

18.16 A leave of absence for one (1) year to commence September 01 may be granted by the Executive Superintendent of Human Resource Services or designate, upon written request of a Teacher subject to the following provisions:

- 18.16** (a) The request must be received by March 15 of the year in which the leave is to begin.
- (b) The leave shall be without pay or sick leave and time spent on leave shall not count

as teaching experience.

- (c) The Teacher on leave under this Article may request an extension of the leave by March 15 of the first year of leave for a maximum of one (1) additional year.
- (d) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.
- (e) On return from leave of one (1) school year, a Teacher will be assigned to a position for which she/he is qualified in the school where the Teacher last taught or, if due to declining or changing enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of the current Agreement.

18.17 A leave of absence for less than one (1) year but greater than ten (10) days may be granted by the Executive Superintendent of Human Resource Services or designate for exceptional circumstances upon the written request of a Teacher subject to the following provisions:

- (a) The request will not be used to extend a vacation period.
- (b) The leave shall be without pay or sick leave and time spent on leave shall not count as teaching experience.
- (c) Subject to continuing eligibility under the master contract, the Teacher will continue benefit participation during the leave of absence by paying one hundred percent (100%) of the premium costs.
- (d) The request must be received far enough in advance to allow for the hiring of a qualified Occasional Teacher.

ARTICLE 19 - DEFERRED SALARY LEAVE PLAN

19.01 Transition Provision

All Teachers who are participating in a Self Funded Leave/Deferred Salary Leave Plan under a predecessor Board collective agreement shall continue their participation in those Plans. Effective 1998 September 01, the following provisions shall apply for any Teacher who qualifies and wishes to commence participation in a Deferred Salary Leave Plan effective 1999 September 01.

19.02 Description

The deferred salary leave plan allows a Teacher to teach:

- (a) two point four (2.4) years over a three (3) year period with a January to June leave of absence in the third (3rd) year of participation in the Plan;

- 19.02** (b) four (4) years over a five (5) year period with a one (1) school year leave of absence in the fifth (5th) year of participation in the Plan;

by accepting eighty percent (80%) of the salary that the Teacher would have received if the Teacher had not been enrolled in the Plan.

NOTE: - Revenue Canada Regulations stipulate that a Teacher must return to employment with the Board after the leave period for a period of time that is not less than the leave period. Thus, Revenue Canada will not permit a Teacher to take this type of leave immediately prior to retirement.

19.03 Qualifications

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

19.04 Application

- (a) A Teacher must make written application to the Executive Superintendent of Human Resource Services or designate on or before January thirty-first (31st) requesting permission to participate in the Plan.
- (b) Written acceptance, or denial, of the Teacher's request with explanation, will be forwarded to the Teacher by May first (1st) in the school year the original request is made.
- (c) Approval of the individual requests to participate in the Plan shall rest solely with the Executive Superintendent of Human Resource Services or designate.
- (d) All Teachers 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. (See Appendix "A").
- (e) The Board assumes no responsibility for any consequences arising out of the Plan related to effects on the Teachers' Pension Plan provisions, income tax arrangement, Employment Insurance, and the Canada Pension Plan. All financial or legal liabilities arising from this Plan shall be borne by the Teacher.

19.05 Payment Formula and Leave of Absence

The payment of salary, fringe benefits, and the timing of the leave of absence shall be as follows:

- (a)
 - (i) In each year of the Plan, preceding the year of the leave, a participating Teacher will be paid a reduced percentage of the Teacher's proper grid salary and the applicable allowances. The remaining percentage of annual salary will be deferred

and this accumulated amount plus any interest earned shall be retained for the Teacher by the Board to finance the year of leave.

(ii) Payroll deductions will be deposited in a separate daily interest account held in trust at the Board's financial institution. The calculation of interest under the terms of this Plan shall be done monthly (not in advance).

19.05 (iii) A participating Teacher is allowed once each school year, in the two (2) week period between February 1 and February 15, to indicate his/her desire to transfer a specific amount which has accumulated in the daily interest account to a Guaranteed Investment Certificate. The Board will then arrange for the transfer of said funds by March 1. It is understood that some funds are to remain in the daily interest account.

(b) During the years that the individual Teacher is participating in the deferred salary leave Plan, all Teacher Benefit Plans, subject to continuing eligibility under the master contract, shall be maintained at a level as if the Teacher was being paid at one hundred percent (100%) of the Teacher's salary.

Teachers participating in the Plan shall receive full fringe benefits during the non-leave years according to the Agreement in effect during each year of participation in the deferred salary leave plan.

Premium costs during the period of the leave will be paid in full by the Teacher, subject to continuing eligibility by the Teacher under the master contract. During the period of the leave the Board shall deduct from each pay an amount equivalent to the total premium costs paid on the Teacher's behalf.

(c) The Teacher must indicate at the time of applying for participation in the deferred salary leave plan, which version of the Plan she/he wishes to participate in.

(d) No Teacher will be permitted to take the leave of absence until it has been fully funded by payroll deduction.

(e) All individual Teacher contributions to the Plan shall commence with the first pay of the school year following acceptance of the Teacher's application.

(f) During the period of time that the Teacher is on leave under the provisions of Article 19.01 (a) payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest in the individual's account as at the end of December of the third (3rd) year of participation in the Plan will be divided by the number of pays remaining until August 31 to arrive at the regular amount stipulated in Article 8.06 of the Agreement. After the last pay in August, any additional accumulated interest will be payable to the Teacher.

(g) During the year the Teacher is on leave, under the provisions of Article 19.01(b), payment will be made according to the payment schedule in effect in the Agreement. The amount of funds, including interest, in the individual's account as at the end of June will be divided by twenty-six (26) to arrive at the regular payment as stipulated in Article 8.06 of the Agreement. At the end of the year's

leave of absence, any additional accumulated interest will be payable to the Teacher.

19.06 Terms of Reference

(a) Position on Completion of Leave

On return from the leave, a Teacher will normally be assigned to the same position (including any position of responsibility), except in the case of :

- 19.06**
- (i) an accepted promotion;
 - (ii) a requested and accepted transfer;
 - (iii) a requested and accepted exchange;
 - (iv) the elimination of the position held when the leave was granted. The assessment of this position is to be made on the basis of the staffing as it would have occurred had the Teacher remained in the school rather than taking the leave of absence. In the event that the position no longer exists, the Teacher will be governed by the provisions of Articles 29, 30 and 31 - Surplus Declaration, Layoff and Recall, and Placement and Transfer.

(b) Experience, Sick Leave and Pension

- (i) Time spent on a leave shall count for seniority purposes but shall not count as teaching experience for salary purposes.
- (ii) The taking of a leave under this Plan shall not be considered as an interruption in service.
- (iii) Sick leave credits shall not accumulate during the time spent on leave.
- (iv) Pension deductions are to continue during the leave as provided for by the Teachers' Pension Plan Act**

**NOTE: The Act obliges the Board to deduct pension contributions for each year of the Teacher's participation in the Plan on the full salary that the Teacher would have earned had the Teacher not participated in the Plan.

(c) Teachers declared redundant must withdraw from the Plan. In such case, the Teacher shall be paid a lump sum adjustment equal to any monies deferred plus interest accrued to the date of withdrawal from the Plan. Repayment shall be made as soon as possible within sixty (60) days of withdrawal from the Plan.

- (d)
- (i) A Teacher may withdraw from the Plan any time prior to March 1st of the

school year prior to the school year in which the leave is to be taken. Any exceptions to the aforesaid shall be by mutual consent of the individual and the Board administration. Repayment shall be as per 19.06 (c) provided that the Teacher pays to the Board an administrative fee of one hundred dollars (\$100.00), in advance, to cover the cost of withdrawing from the Plan.

- (ii) In the event that a suitable replacement cannot be hired for a Teacher who has been granted a leave and if the Teacher has been so notified by April 15th of the school year prior to the school year in which the leave is to commence, the Board may defer the year of the leave. In this instance, a Teacher may choose to remain in the Plan or withdraw from the Plan and receive repayment within sixty (60) days of withdrawal without the payment of an administrative fee.

19.06 (e) Should the Teacher die while participating in the Plan, any monies accumulated, plus interest accrued at the time of death will be paid to the Teacher's estate.

ARTICLE 20 - WORKING CONDITIONS

20.01 School Year

- (a) The school year shall be determined in accordance with the Act and Regulations. Union input shall be requested prior to finalization of the school year calendar. No Teacher shall be required to work before the start of the student's school year except in the case of a school year where the number of Teacher's days required by the Act and Regulations plus the number of P.A. Days established by the statutory maximum cannot be accommodated within the normal student's school year.
- (b) It is understood that Teachers are not normally required to work on days other than those prescribed in Article 20.01(a) and specifically in July and August, but if requested, may do so voluntarily or may decline to do so without fear of reprisal.

20.02 Instructional Time

Effective the 1999 - 2000 school year, the normal expectation of the Parties is an instructional day of three hundred (300) minutes. It is recognized that special rules will apply for Special Education, Section 19, J.K., S.K. and Lester B. Pearson. Any other exceptions to this provision will be referred to the Labour Management Committee for resolution.

20.03 Preparation Time

Effective 1999 September 01, the Board shall ensure that each full-time classroom Teacher is assigned a minimum of one hundred and fifty (150) minutes within each period of five (5) instructional days or one hundred and eighty (180) minutes within

each period of six (6) instructional days during the regular instructional day for the purposes of lesson preparation, classroom planning and/or student evaluation. Such time shall be free from teaching, supervisory or other duties and is exclusive of morning and afternoon recesses and the lunch period. It is understood that due to Article 20.06 preparation time for a full time Teacher may need to be averaged over several five (5) or six (6) day cycles.

20.04 Part-time Teachers shall have the time noted in Article 20.03 pro rated. It is understood that preparation time for a part-time Teacher may need to be averaged over several five (5) or six (6) day cycles.

20.05 The time noted in Articles 20.03 and 20.04 shall be in minimum blocks of at least twenty (20) minutes.

20.06 Preparation time may be rescheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the Principal. In such cases, the Teacher shall be entitled to have such time made up as soon as administratively feasible.

20.07 Lunch Break

Each Teacher shall be entitled to a scheduled interval between classes for the lunch break of not less than forty (40) consecutive minutes. A minimum of forty (40) consecutive minutes of the scheduled lunch break will be free of supervision, teaching or other duties. Any exception to this provision will be referred to the Labour Management Committee for resolution.

Time for Traveling and Traveling Expenses

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

20.09 Travel time shall be exclusive of preparation time and when it occurs during the lunch period it shall be exclusive of the forty (40) minute lunch period.

20.10 A traveling allowance shall be paid to an itinerant Teacher, Learning Coordinator or Special Assignment Teacher who is required by the Board to travel between schools or worksites on a regular basis in the performance of the normally assigned duties.

20.11 The traveling allowance shall be calculated at the rate established in accordance with Board policy/procedure.

20.12 Administrative Absence

The Board shall allocate the costs for Occasional Teachers replacing a non-Union member, with assigned teaching duties, to non-classroom instructional areas of the

funding model.

- 20.13** A Principal shall discuss, by February 15, a contemplated change in assignment for the following school year with any Teacher on staff who may be affected by such a change.
- 20.14** A Teacher newly hired by the Board shall commit to remain at the school to which that Teacher is assigned for a minimum of two (2) years unless the Teacher receives an increase in time at another school or receives a promotion or the Teacher and Principal mutually agree to waive this commitment.
- 20.15** A Principal shall discuss, by February 15, a contemplated change in assignment for the following school year with any Teacher on staff who may be affected by such a change.

ARTICLE 21 - MEDICAL PROCEDURES - PUPILS

- 21.01** The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety of the pupil or subject the Teacher to the risk of injury or liability for negligence.
- 21.02** It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE 22 - OCCUPATIONAL HEALTH AND SAFETY

- 22.01** The Board, the Union and its members shall comply with the provisions of the *Occupational Health and Safety Act and Regulations*, as it may be amended from time to time.

ARTICLE 23 - VIOLENCE PREVENTION

- 23.01** The Board agrees that when the Safe Schools Policy and Procedure is reviewed it will be reviewed by a committee which contains Union representation.

ARTICLE 24 - HARASSMENT

- 24.01** After the first year of implementation of the Harassment Policy and procedures, a committee with Union representation will meet to review, and if necessary, make recommendations for revision(s) to the policy and/or procedures.

ARTICLE 25 - PROFESSIONAL DEVELOPMENT

25.01 Professional Development Committee

There shall be a professional development committee composed of up to three (3) Union representatives and up to three (3) academic supervisory officers or designates to examine and discuss a program that would include:

- attending professional conferences
- attending workshops
- local curriculum development
- other professional activities
- administration of the funds.

25.02 Professional Activity Days

Prior to March 15, the professional development committee shall meet to discuss the use and distribution of Professional Activity Days designated by the Board in accordance with the Regulations for the following school year.

25.03 Professional Development Expenses

The Board shall reimburse Teachers for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher at the request of the Board.

ARTICLE 26 - SENIORITY

26.01 For all members of the Elementary Teachers' Federation of Ontario employed by the Thames Valley District School Board, seniority shall be determined in accordance with the provisions of this Article as outlined below:

- 26.01** (a) Seniority shall be used, where applicable, for the purposes of staffing, transfers, declarations of surplus, layoff and recall of Teachers.
- (b) The Thames Valley District School Board shall be responsible for the production, distribution, storage and retrieval of the Seniority List.
- (c) By November 15 of each school year, the Thames Valley District School Board shall distribute a copy of the Seniority List to each workplace and to the President of the Bargaining Unit.
- (d) The Workplace Steward in each workplace shall post the Seniority List in an appropriate location.
- (e) Each Teacher's seniority placement on the Seniority List shall be based on the

Seniority accumulated as of June 30 of the previous school year.

- 26.02** At the time of signing an Offer/Acceptance of Position Form, a Teacher will be given a Seniority Form which the Teacher will complete and return within ten (10) school days to the Executive Superintendent of Human Resource Services or designate. The Seniority Form shall provide the Teacher with the opportunity to outline previous experience in accordance with the categories specified in Article 26.06. It shall be the responsibility of the Teacher to provide the Board with any relevant documentation required to support experience claims made on the Seniority Form. The Seniority Form shall record the date of hire as being the date her/his duties commence with the Board.
- 26.03** The name of a newly hired Teacher will be added to the appropriate spot on the existing seniority list for Thames Valley District School Board Elementary Teachers. Seniority ranking will be based on the last date of hire with the Thames Valley District School Board. Where the last date of hire is the same, the order of seniority ranking shall be determined by the following criteria taken in order as follows:
- (a) total elementary teaching experience with the Thames Valley District School Board or any of its predecessor Boards, then
 - (b) total elementary teaching experience while on a fixed term probationary contract with any of the predecessor Boards, then
 - (c) total public elementary teaching experience in Ontario, then
 - (d) total teaching experience in the elementary panel, as a long term Occasional Teacher with the Thames Valley District School Board since 1998 January 01, then
 - (e) by lot conducted with representatives of the Union on or before October 15.
- 26.04** Teachers covered by Article 26.03 shall have their seniority continue unchanged regardless of whether the Teacher teaches full or part-time, provided the Teacher:
- (a) performs duties as an elementary Teacher with the Board; or
- 26.04** (b) is on a Board approved leave of absence (including sick leave and long term disability), secondment, loan or exchange; or
- (c) is laid off and is placed on the elementary Teacher recall list.
- 26.05** Any Teacher wishing to appeal her/his placement on the Seniority List shall give written notification to the Union President and the Executive Superintendent of Human Resource Services by November 30. Such notification shall indicate the specific nature of the appeal and provide relevant documentation in support of the appeal. All appeals will be addressed by the above named parties or their designates no later than January 15. If necessary, revisions to the Seniority List will be

distributed to the Workplace Steward in each workplace no later than February 15.

- 26.06** Teachers holding a Position of Added Responsibility covered by the Agreement shall have their seniority within that position determined by their length of elementary service in that position with the Thames Valley District School Board or its predecessor Boards.
- 26.07** The seniority rights of a Teacher shall cease for any one (1) of the following reasons:
- (a) the Teacher resigns; or
 - (b) the Teacher retires; or
 - (c) the Teacher is discharged and such discharge is not reversed through the grievance/arbitration process; or
 - (d) the Teacher is not recalled from layoff within a two (2) year period; or
 - (e) the Teacher has forfeited seniority rights in accordance with Article 30.11; or
 - (f) the Teacher does not accept a recall notice; or
 - (g) the Teacher is deemed to have resigned under Article 31.56.

**ARTICLE 27 - STAFFING
(EFFECTIVE FOR THE 1999/2000 SCHOOL YEAR AND THEREAFTER)**

27.01 Pupil Teacher Ratio For JK to 8

The total enrolment for JK to grade 8 students shall be determined by using the projected F.T.E. enrolment for the following school year in accordance with relevant Ministry of Education and Training grant calculation guidelines, Average Daily Enrolment calculation dates and Board projected enrolment data subject to the exclusions listed below. The Total Complement of Teachers, to be assigned to the elementary panel for the following school year shall be determined in accordance with the funds provided for elementary Teachers under the Ministry of Education and Training Funding Formula subject to the exclusions listed below and any revisions necessitated by the specific applications of the Learning Opportunities grant. The total complement of Teachers shall include a hold back of thirty -five (35) Teachers. The Pupil Teacher Ratio of XX:1 is determined by dividing the total enrolment by the Total Complement of Teachers determined above. The Teachers shall be allocated to the schools as outlined in Article 27.04. By the second teaching Friday in September, the number of full time equivalent Teachers (see definitions) allocated to schools shall be reviewed by the District Staffing Committee (Elementary) using the Pupil Teacher Ratio established.

Exclusions

27.02 Students in the following programs shall be excluded from the calculations in Article 27.01:

Section 19
Self-Contained Special Education

27.03 Teachers in the following areas shall be excluded from the calculations in Article 27.01:

Section 19 Schools
Self-Contained Special Education Classes and Programs
Special Education
Learning Coordinators and Special Assignment Teachers
English as a Second Language
Native as a Second Language
Library

27.04 Allocation of Teachers

The number of Teachers generated in accordance with Article 27.01 shall be allocated and assigned to each elementary school applying the P.T.R. determined in Article 27.01 within a range of +0.5 to -1.50. The In-School Staffing Committee (Elementary) through the Principal shall ascertain the staff complement for the school and recommend the school organization based on the following maximum class size guidelines.

<u>Division</u>	<u>Maximum Class Size Guidelines</u>
JK/SK	20 +/- 4
Primary (1,2,3)	22 +/- 4
Junior (4,5,6)	26 +/- 4
Intermediate (7,8)	28 +/- 4

Where the assignment of staff allows for a school to be organized in accordance with the maximum class size ranges, but the District Staffing Committee (Elementary) believes that the interests of both pupils and Teachers would be better served by organizing outside those ranges, such organization shall be recommended to the administration.

The In-School Staffing Committee (Elementary) may request adjustments to the allocation of staff within the range specified above. The request along with any recommendations of the Union or Executive Council shall be sent to the District Staffing Committee (Elementary) for application of this criteria.

It is recognized that if there is a need for more staff in a school than would otherwise be allocated, the request will be reviewed by the District Staffing Committee (Elementary).

For allocation purposes the number of FTE students for each school shall be that used in arriving at the projected enrolment figure in Article 27.01.

The staff allocations to a school will be rounded to the nearest point two (0.2) of an F.T.E. Teacher.

27.05 Teacher Librarians

The number of FTE Teacher Librarians in the system shall be calculated on the basis of one point six (1.6) Teacher Librarians per one thousand (1 000) FTE students as determined in Article 27.01.

27.06 The assignment of Teacher Librarians shall be by the District Staffing Committee (Elementary).

DISTRICT STAFFING COMMITTEE (ELEMENTARY)

Membership

27.07 A District Staffing Committee (Elementary) [DSC(E)] composed of two (2) Supervisory Officers or designates, one (1) of whom shall be the voting Chairperson, two (2) Principals and four (4) members of ETFO - Thames Valley Local, shall be established by February 15 of each school year. The Committee may request the attendance of resource personnel as needed from time to time. It is understood that if classroom Teachers are required to attend these meetings, the cost of release, if needed, will be at the Board's expense.

Mandate

27.08 The Committee shall receive information and provide input to administration on the following matters beginning no later than April 01 subject to receiving the Funding Formula data from the Ministry of Education and Training in a timely manner:

- (a) projected FTE enrolment for the following school year;
- (b) total complement of ETFO Teachers, excluding Occasional Teachers, to be assigned to the elementary panel for the following school year under the Funding Formula and in accordance with Article 27.01;
- (c) amount of time that elementary classroom Teachers are assigned in accordance with the Education Act and Articles 20.01 and 20.02;
- (d) achievement of the Maximum Class Size Guidelines provision, as outlined in the Education Act and Article 27.04;
- (e) allocation of ETFO Teachers to each elementary school and other work sites, recognizing the unique educational needs of individual schools, such that the total FTE Teachers allocated, minus the holdback of 35, equals the total number

generated.

- (f) generation and allocation of Teachers identified in Articles 27.01, 27.04 and 27.05.

Surplus Teachers

- 27.09** The Committee shall receive by April 07, the names of all Teachers declared surplus to their schools.
- 27.10** The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared surplus and render a final and binding decision on the surplus status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Executive Superintendent of Human Resource Services shall decide.

Redundant Teachers

- 27.11** The Committee shall receive by June 15, the names of all Teachers declared redundant to the system.
- 27.12** The Committee shall review, upon the request of a Teacher, the reasons for that Teacher being declared redundant and render a final and binding decision on the redundant status of that Teacher which is neither grievable nor arbitrable. The Teacher may have representation from the Union in such a review. In the case of a tie vote, the Executive Superintendent of Human Resource Services shall decide.

General

- 27.13** The Committee shall review the distribution of instructional and preparation time to teaching staff within each school by October 31 and provide recommendations to the administration on such distribution.
- 27.14** The Committee may provide input to the administration on the procedures regarding the allocation of teaching time within a school.
- 27.15** The Committee shall conduct meetings as requested by either Party.

Placement of Teachers

- 27.16** The Committee shall place any remaining surplus Teachers and Teachers returning from an extended Leave of Absence in accordance with Article 31.56 or deemed surplus under Article 32.05 and place any remaining part-time Teachers seeking increased time in accordance with Article 31.59.

IN-SCHOOL STAFFING COMMITTEE (ELEMENTARY)

Membership

27.17 An In-School Staffing Committee (Elementary) [ISSC(E)], composed of the Principal, the Vice-Principal if applicable, the Workplace Steward, and a minimum of one (1) other in-school representative of ETFO Thames Valley Local, shall be established in each elementary school by October 1 of each school year. The Union representatives shall remain on the Committee until September 30 of the following school year providing they remain at that school. Should one (1) or more Union representatives leave the school before the term expires, the Union representative(s) will be replaced from within the school teaching staff.

Mandate

27.18 The Committee shall receive information and provide input to the Principal or District Staffing Committee (Elementary), as appropriate, on the following matters:

- (a) The school staffing based on the projected enrolment for the school, the unique needs of the school and the criteria established by the Ministry of Education and Training Funding Formula and by Articles 27.01 to and including 27.05 before the Principal submits a detailed request for Teachers to the District Staffing Committee (Elementary) on or before March 15.
- (b) The allocation of the instructional time to each classroom Teacher after the school has received its number of teaching staff for the forthcoming year from the Board.
- (c) The school organizational models presented by Committee members or members of the teaching staff in accordance with Article 27.04.
- (d) The development of equitable timetables and supervision schedules taking into consideration itinerant assignments affecting the school program.
- (e) Prior to April 07, review any potential surplus Teacher declarations and provide input to the Principal before the Principal declares any Teacher surplus to the school.
- (f) Prior to April 07, consider school program needs before the Principal declares vacant positions in the school.
- (g) Before the end of the second week of school, review existing staffing allocations, school organization and enrolment anomalies in order to make recommendations on any necessary adjustments at that time.

Subsequently, the Committee will meet on a regular basis throughout the year and report to the staff when it is appropriate.

ARTICLE 28 - ANNANDALE SCHOOL

- 28.01** In staffing Annandale School, the Board will attempt to continue to balance the staff between the Elementary and Secondary panels based on the enrolment projections from each panel and the relevant class size provisions set forth in the Act and Regulations.
- 28.02** The following responsibility positions set forth in Article 28.03 may be filled by an Elementary or Secondary School Teacher.
- 28.03** (a) For the 2000-2001 school year, Annandale School may have the following positions of added responsibility (Department Heads):
- Mathematics
 - Science
 - Music and Drama
 - Art and Technology, Visual Arts
 - English
 - French
 - Business
 - Library
 - Special Education
 - Guidance
 - Physical Education
 - Geography
- 28.03** (b) Responsibility Allowances or Organizational Unit Administration periods shall be charged to the appropriate panel.
- 28.04** The working conditions of Teachers in Annandale will be those as set forth in the applicable existing Collective Agreement.

ARTICLE 29 - SURPLUS DECLARATION

- 29.01** Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal shall ascertain whether any staff members including those on leave intend to extend a leave, retire, resign or request a transfer before declaring any Teacher surplus.
- 29.02** Should the number of Teachers on the staff of a school be greater than the number assigned to the school, the Principal will declare the requisite number of Teachers surplus to meet the assigned complement.
- 29.03** Should there be a need for the Principal to make a surplus declaration, the least senior Teacher(s) from the Seniority List (see Article 26) will normally be declared surplus providing the program needs of the school can be met. (see Definitions) A

Teacher will not be declared surplus if to do so would mean that the program needs of the school cannot be met.

- 29.04** The Principal shall meet with each Teacher declared surplus to the school and provide the Teacher with an explanation of the decision and a letter stating that the Teacher is surplus to the needs of the school.
- 29.05** A Learning Co-ordinator or Special Assignment Teacher or any other Teacher holding a position at the Education Centre or a Community Education Centre whose term will expire at the end of the school year and is not renewed or whose position will no longer exist at the end of the school year will be re-assigned to a position similar to the previous position most recently held unless otherwise agreed to by the Teacher.

ARTICLE 30 - LAY-OFF AND RECALL

30.01 Notice of Possible Lay-Off

On or before May 01 of each school year or as soon thereafter as available information allows, the Board shall issue a notice in writing to the Union as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year as determined by the staffing levels agreed upon by the Parties as set out in Article 27(Staffing).

- 30.02** Whenever the Board issues such a notice, and the total number of Teachers employed exceeds the total number required, then the notice, a copy of which shall be given to the Union, shall include the name of every Teacher who may be fully or partially laid off.

30.03 Order of Lay-Off

Teachers shall be laid off in reverse order of seniority subject to the Teacher having the necessary qualifications to meet the program needs of the school. A list of Teachers so declared and any supporting documentation shall be forwarded to the President of the Union and the District Staffing Committee (Elementary).

30.04 Individual Notice

Within five (5) days of providing the notice under Article 30.01, every Teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore. Such notice shall be given at least one (1) school day in advance of the posting of the list.

30.05 Redundant Teachers

If a surplus Teacher cannot be placed because there are insufficient positions or positions for which the Teacher is not qualified, the Teacher shall be declared

redundant to the system by May 31 and shall receive a letter signed by the Executive Superintendent of Human Resource Services stating the reason for the termination. Should a Teacher not be qualified for a specific position at that time but undertake in writing to become qualified before the start of the school year, the Teacher shall be considered qualified. If such a Teacher does not become so qualified before the start of the school year, the Teacher shall then be deemed to have been notified of lay-off and redundancy status.

30.06 Should a position become available prior to the start of the next school year, the most senior redundant Teacher with the necessary qualifications will be placed in that position.

30.07 Supply Pool

The thirty (30) most senior redundant Teachers who remain unplaced by August 31 will be placed in the Supply Pool. Each Teacher in the Supply Pool will be assigned a home school to which the Teacher is to report unless called to perform the duties of an Occasional Teacher. Unless otherwise agreed, a Teacher in the Supply Pool will be assigned a home school and receive occasional assignments at schools as close to the former school as possible. While in the Supply Pool, a Teacher shall receive the same salary, benefits and increment as would have been received had the original position been maintained.

30.08 A redundant Teacher not placed in the Supply Pool shall be placed, on written request, on the Occasional Teachers List with no guarantee of the number of days of employment. Provided that they have the necessary qualifications such Teachers will normally be given priority when Occasional Teachers are called.

30.09 Recall

The right of recall shall apply to full-time and part-time permanent and probationary Teachers and shall extend for two (2) years from the date when the declaration of redundancy took effect. Such Teacher's seniority shall continue to accumulate in accordance with the provisions of Article 30. If no position is found within the two (2) year period, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.

30.10 The Board shall maintain, publish and distribute to the Union a recall list of redundant Teachers in order of most senior Teacher to least senior Teacher.

30.11 Redundant Teachers must notify the Executive Superintendent of Human Resource Services or designate by registered letter no later than March 01 that they wish to remain on the recall list for the following school year, otherwise they shall be deemed to have forfeited their seniority rights.

30.12 Teachers on the recall list shall be responsible for informing the Board of any new areas of qualification and/or any change of address or phone number.

- 30.13** Teachers on the recall list shall be recalled in the order that their names appear on the recall list established under Article 30.10, subject to the Teacher being qualified to teach in the subject area in which a vacancy occurs.
- 30.14** 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.
- 30.15** Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only, as long as there are Teachers who had full-time assignments with recall rights and greater seniority.
- 30.16** Teachers who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that Teachers who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall.
- 30.17** The Board shall notify Teachers being recalled in writing by registered mail and such Teachers shall notify the Board of acceptance in writing by registered mail no later than ten (10) days after receiving the recall notice. Should a Teacher not accept a recall, the Teacher's recall and seniority rights under the Agreement shall cease and the employment relationship under the Agreement shall be terminated.

ARTICLE 31 - TRANSFERS

31.01 Reciprocal Transfers

Teachers who wish to be considered for a reciprocal transfer with another Teacher for September 01 shall apply on the Reciprocal Transfer Form to the Superintendent of Education with elementary school staffing responsibilities by January 31 so that their names can be included on the System Reciprocal Transfer List.

- 31.02** Applicants for reciprocal transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current position held, their qualifications and any qualifications required for the current position held.
- 31.03** The system list of all Teachers requesting a reciprocal transfer shall be posted in all elementary schools and workplaces by March 01.
- 31.04** The purpose of the System Reciprocal Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Reciprocal Transfer List to discuss the feasibility of a reciprocal transfer in accordance with Article 31.06.
- 31.05** Reciprocal transfers shall receive priority consideration insofar as possible during the staffing process.
- 31.06** Each pair of Teachers and their receiving Principals shall agree to the reciprocal transfer before such transfer is effected. Subject to the program needs of the

school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff or currently teaching on a Letter of Permission. A Teacher may not enter into a reciprocal transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Education with elementary school staffing responsibilities in writing of their agreement on the reciprocal transfer proposal. Written approval will be provided by the Superintendent of Education with elementary school staffing responsibilities to the Teachers and Principals with a copy forwarded to the Human Resource Services department. Once the reciprocal transfer is confirmed the Teachers shall complete the reciprocal transfer, subject to Article 31.08

- 31.07** (a) Should a proposed reciprocal transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
- (b) A Teacher wishing to appeal the decision to deny a requested reciprocal transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
- (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article 31.07 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Education responsible for elementary school staffing in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- 31.08** Any previously arranged reciprocal transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- 31.09** If a Teacher involved in a reciprocal transfer arrangement accepts a promotion, resigns, retires or experiences a change in employment status after the transfer has taken effect, the reciprocal transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles 31.10, 31.11, and 31.12 or 31.13 and 31.14, whichever are applicable, shall apply for the remaining partner.
- 31.10** At the end of the first school year, the pair of Teachers shall return to their original schools if
- (a) they have not had their reciprocal transfers made permanent in accordance with Article 31.11 or
- (b) they have not received an extension in accordance with Article 31.12.
- 31.11** A reciprocal transfer may be made permanent during the first year of the reciprocal transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Education with elementary school staffing responsibilities in

writing during the month of January of the first year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services department.

- 31.12** A reciprocal transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Education with elementary school staffing responsibilities in writing during the month of January of the first year of the reciprocal transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Education with elementary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to the Human Resource Services department.
- 31.13** At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article 31.14
- 31.14** The Teachers shall advise the respective Principals and the Superintendent of Education with elementary school staffing responsibilities in writing during the month of January of the second year of the reciprocal transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services department.
- 31.15** At the conclusion of a reciprocal transfer, a Teacher may apply for another reciprocal transfer or a regular Teacher Initiated Transfer.

Cross-Panel Transfers

- 31.16** Cross-panel transfers are reciprocal transfers between a Teacher from the elementary panel and a Teacher from the secondary panel. Teachers who undertake a cross-panel transfer to the secondary panel shall continue to receive salary and benefits, pay union dues and assessments, and accumulate seniority in accordance with the provisions of the Agreement. Working conditions will be established in the collective agreement between the Thames Valley District School Board and the Ontario Secondary School Teachers' Federation, District 11.

NOTE: OTF bylaws preclude a cross-panel transfer from extending beyond two (2) school years.

- 31.17** Teachers who wish to be considered for a cross-panel transfer with another Teacher for September 01 shall apply on the Cross-Panel Transfer Form to the Superintendent of Education with elementary school staffing responsibilities by January 31 so that their names can be included on the System Cross-Panel Transfer List.
- 31.18** Applicants for cross-panel transfers shall specify the specific school(s), grade(s) and/or subject area(s) to which they wish to transfer as well as indicate the current

position held, their qualifications and any qualifications required for the current position held.

- 31.19** The system list of all Teachers requesting a cross-panel transfer shall be posted in all elementary schools and workplaces by March 01.
- 31.20** The purpose of the System Cross-Panel Transfer List is to allow any Teacher, whether that Teacher's name is on the list or not, to contact a Teacher whose name is on the System Cross-Panel Transfer List to discuss the feasibility of a cross-panel transfer in accordance with Article 31.22.
- 31.21** Cross-panel transfers shall receive priority consideration insofar as possible during the staffing process.
- 31.22** Each pair of Teachers and their receiving Principals shall agree to the cross-panel transfer before such transfer is effected. Subject to the program needs of the school, the Principal(s) shall not unreasonably withhold approval for such transfer. It is understood that a transfer may be denied if a Teacher is currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching staff or currently teaching on a Letter of Permission. A Teacher may not enter into a cross-panel transfer if that Teacher is unqualified for the position sought. The parties shall advise the Superintendent of Education with elementary school staffing responsibilities in writing of their agreement on the cross-panel transfer proposal. Written approval will be provided by the Superintendent of Education with elementary school staffing responsibilities to the Teachers and Principals with a copy forwarded to the Human Resource Services department. Once the cross-panel transfer is confirmed the Teachers shall complete the cross-panel transfer, subject to Article 31.24
- 31.23**
- (a) Should a proposed cross-panel transfer be denied, the reason(s) for the denial will be provided verbally to the Teacher by the Principal responsible for the denial.
 - (b) A Teacher wishing to appeal the decision to deny a requested cross-panel transfer shall request a meeting with the Principal responsible for the denial and a Union representative to discuss the rationale for the decision and attempt to resolve the matter.
 - (c) Should the matter not be resolved to the Teacher's satisfaction in the meeting as specified in Article 31.23 (b), the Teacher may request an additional meeting with the Principal responsible for the denial, a Union representative and the Superintendent of Education responsible for elementary school staffing in an attempt to resolve the matter. The decision of the Superintendent shall be final.
- 31.24** Any previously arranged cross-panel transfer is canceled if, prior to the transfer taking effect, one of the transferring Teachers receives a promotion, is declared surplus, resigns or experiences a change in employment status.
- 31.25** If a Teacher involved in a cross-panel transfer arrangement accepts a promotion,

resigns, retires or experiences a change in employment status after the transfer has taken effect, the cross-panel transfer arrangement for the other Teacher shall remain unchanged for the remainder of the school year and the provisions of Articles 31.26, 31.27, and 31.28 or 31.29 and 31.30, whichever are applicable, shall apply for the remaining partner.

- 31.26** At the end of the first school year, the pair of Teachers shall return to their original schools if
- (a) they have not had their cross-panel transfers made permanent in accordance with Article 31.27 or
 - (b) they have not received an extension in accordance with Article 31.28.
- 31.27** A cross-panel transfer may be made permanent during the first year of the cross-panel transfer if the pair of Teachers and the Principals agree. The Parties shall advise the Superintendent of Education with elementary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services department.
- 31.28** A cross-panel transfer may be extended for a second year if the pair of Teachers and their Principals agree. The parties shall advise the Superintendent of Education with elementary school staffing responsibilities in writing during the month of January of the first year of the cross-panel transfer of their desire to extend the transfer. Written approval will be provided by the Superintendent of Education with elementary school staffing responsibilities to the Teachers and the Principals with a copy forwarded to the Human Resource Services department.
- 31.29** At the end of the second year, the pair of Teachers shall either return to their original schools or, with the agreement of the receiving Principals, have their transfers made permanent in accordance with Article 31.30.
- 31.30** The Teachers shall advise the respective Principals and the Superintendent of Education with elementary school staffing responsibilities in writing during the month of January of the second year of the cross-panel transfer of their desire to have the transfer made permanent. Written approval will be provided by the Superintendent of Education to the Teachers and the Principals with a copy forwarded to the Human Resource Services department.
- 31.31** At the conclusion of a cross-panel transfer, a Teacher may apply for a reciprocal transfer or a regular Teacher Initiated Transfer. After a return to the Teacher's panel of a least one (1) year, the Teacher may apply for another cross-panel transfer.

Administrative Transfers

- 31.32** Under special circumstances, administration may transfer a Teacher, in accordance with Operations Department procedures, to another elementary school after consultation with the Teacher, the Teacher's current Principal and the receiving Principal.

The District Staffing Committee shall provide input annually to the Superintendent of Education with elementary staffing responsibilities by December 15 on the development of such procedures.

- 31.33** An administrative transfer will normally not increase the distance traveled by the Teacher from the original residence to the new school by more than forty (40) km.
- 31.34** Administrative transfers shall normally be effected first in the staffing process. Administrative transfers may occur prior to and/or following each posting period. Administrative transfers will not normally be effected during a posting period.
- 31.35** Any transfers resulting from the application of Article 29 (Surplus Declaration), Article 30 (Lay-off and Recall), and Articles 31.01 - 31.15 (Reciprocal Transfers), 31.16 - 31.31 (Cross-Panel Transfers), 31.36 - 31.39 (Transfers to New Facilities) 31.40 - 31.42 (Transfers as a Result of a School Closing), 31.43 - 31.65 (Teacher Initiated Transfers/Surplus Placement/Increased Time Requests) and 31.69 - 31.80 (Transfers Resulting from a Reorganization of Area Schools) shall not constitute an Administrative Transfer.

Transfers to New Facilities

- 31.36** Prior to the opening of a new facility or the opening of a significant addition to an existing facility, the Principal will hold an Information Session for any Teacher who is contemplating a transfer to that school. The Principal will explain the unique features and needs of the school, explain his/her expectations and answer relevant questions.
- 31.37** Subsequent to the Information Session, all available positions in the school will be posted.
- 31.38** The Principal or Administrative Team will interview any interested Teacher from schools whose students will be forced to transfer to the new facility for the following school year plus the five (5) most senior qualified Teachers from the remainder of the schools who request a transfer to a specific posted position, subject to the following provision. A Teacher from a school not impacted by the loss of students to the new facility may only receive an interview for one (1) position and hence must list the position(s) for which she/he is requesting a transfer in priority order on the transfer application.
- 31.39** The Principal or Administrative Team will make a selection from those Teachers interviewed under Article 31.38.

Transfers as a Result of a School Closing

- 31.40** Teachers who are surplus as a result of a school closing may elect to be placed by the Superintendent with elementary school staffing responsibilities.

Such Teachers will be placed after Principals have declared school vacancies and before other transfers, except for Administrative Transfers, have occurred. No Teacher will be placed under the provisions of this Article without consultation having first occurred among the Teacher, receiving Principal and Superintendent.

Wherever possible, Superintendents of Education, in consultation with Principals, will place Teachers from closing schools in receiving schools, which includes a new facility as defined in Article 31.36, provided that any Teacher transferring to a receiving school has more seniority than a Teacher initially declared surplus at the receiving school.

- 31.41** Teachers who are surplus as a result of a school closing may elect to be placed under the provisions outlined in Articles 31.43 to 31.56 (Teacher Initiated Transfers) or Article 29 (Surplus).
- 31.42** Receiving schools will declare Teachers surplus based on projected enrolment without the inclusion of students from a closing school.

Teacher Initiated Transfers/Surplus Placement/Placement of a Teacher Returning from an Extended Leave of Absence/Increased Time Requests

- 31.43** A Teacher who wishes to apply for a Teacher Initiated Transfer shall so advise her/his Principal by March 31. A Teacher who has not advised her/his Principal by March 31 may apply for a Teacher Initiated Transfer upon receipt of written approval for same from the Superintendent of Education with elementary staffing responsibilities.
- 31.44** A Vacancy List, setting forth the known available non-PAR teaching positions for the following September will be posted three (3) different times in each school and workplace during the spring staffing process. The posting dates will be on or about April 15, May 01 and May 15. The Vacancy List shall include the school or workplace location, grade, subject or speciality area and requisite qualifications for each vacant position listed. Positions that are known to be only a one (1) year vacancy shall be so noted.
- 31.45** Teachers who, as of the first posting date, wish to transfer to another elementary school for the following September 01, who have been declared surplus or who are returning from a leave of absence of more than one (1) year shall apply to the Principal(s) of the School(s) or the Supervisor(s) of the Workplace(s) for the desired position(s) on the Vacancy List. Each Teacher submitting a Transfer application and each surplus Teacher shall indicate the intent to apply for such position(s) to her/his Principal or Supervisor prior to the closing date of the postings.
- 31.46** A Teacher applying for a vacant position(s) shall do so by contacting the appropriate

Principal or Supervisor within two (2) days of the most recent posting date, indicating the position(s) sought, that he/she has the necessary qualifications for the position and her/his seniority number.

- 31.47** Within two (2) days of the closing date for such posted vacancy, the Principal or Supervisor shall contact the five (5) most senior qualified applicants and offer each of them an interview.
- 31.48** Each applicant will determine, to a maximum of three (3), which of the offered interviews she/he will accept and so advise all Principals or Supervisors who offered her/him an interview. Each applicant will submit a written Transfer Application to each Principal or workplace Supervisor from whom an offered interview has been accepted within one (1) day of accepting the interview.
- 31.49** The Principal or Supervisor shall interview those who have accepted the offer of an interview and shall make a selection from those interviewed. Should there be three (3) or fewer applicants, the Principal or Supervisor may make a selection from those interviewed. Should there be four (4) or more applicants, the Principal or Supervisor shall make a selection from those interviewed.
- 31.50** Within one (1) day of the conclusion of the interview process the Principal or workplace Supervisor shall advise the applicants of the selection made or that no one was selected for the position as outlined in Article 31.49.
- 31.51** Within two (2) days of the conclusion of the interview process each Teacher who has been offered a position shall advise the Principal or workplace Supervisor of his/her decision to accept or decline the offered position.
- 31.52** Should a Teacher decline an offered position the Principal or workplace Supervisor may offer the position to another Teacher interviewed under Article 31.49.
- 31.53** Should the position remain vacant, the position shall be included on the Vacancy List for the next posting date.
- 31.54** Teachers who, as of the second posting date, wish to transfer to another elementary school for the following September 01, who have been declared surplus and remain unplaced or who are returning from a leave of absence of more than one (1) school year and remain unplaced shall apply to the Principal(s) of the School(s) or the Supervisor(s) of the Workplace(s) for the desired position(s) on the Vacancy List. Each Teacher submitting a Transfer application and each surplus Teacher shall indicate the intent to apply for such position(s) to her/his Principal or Supervisor prior to the closing date of the postings.
- 31.55** The application, interview, selection and acceptance process outlined in Articles 31.46 to 31.53 shall apply.
- 31.56** Any surplus Teacher or Teacher returning from a leave of absence of more than one (1) school year who remains unplaced at the conclusion of the process set forth in

Article 31.55 shall be asked by the Superintendent of Education with elementary school staffing responsibilities for her/his preference of placement in regards to geographic areas, grade or subject. The District Staffing Committee, giving due regard to the Teacher's placement preference will then place in seniority order, any unplaced Teacher in an existing vacant position for which the Teacher is qualified. The Teacher will have three (3) days to accept the placement. A surplus Teacher who does not accept the placement may apply for a one (1) school year unpaid leave of absence. A Teacher returning from an extended leave of absence of less than two (2) years who does not accept the placement may apply for a one (1) school year unpaid leave of absence. A Teacher returning from an extended leave of absence of two (2) years or more who does not accept the placement shall be deemed to have resigned effective August 31 of the last year of the extended leave.

- 31.57** Only part-time Teachers who have indicated an interest in an increase in time for the next school year under the provisions of Article 34 may participate in the third posting. Such part-time Teachers who, as of the third posting date, wish to apply for an increase in time shall apply to the Principal(s) of the School(s) or the Supervisor(s) of the Workplace(s) for the desired position(s) on the Vacancy List. Each part-time Teacher shall indicate the intent to apply for such position(s) to her/his Principal or Supervisor prior to the closing date of the postings.
- 31.58** The application, interview, selection and acceptance process outlined in Articles 31.46 to 31.53 shall apply.
- 31.59** Any part-time Teacher who indicated an interest in an increase in time for the next school year in accordance with the provisions of Article 34 and who has not received an increase in time at the conclusion of the process set forth in Article 31.58 shall be offered, in seniority order by the District Staffing Committee, placement in accordance with the preference expressed on the Interest in an Increase in Time form. Should the Teacher not accept the offered placement the Teacher shall remain in his/her present position for the following school year unless other rights under the Agreement are exercised.
- 31.60** A Teacher who accepts a placement at any stage of this process shall not apply for any other position during the staffing process for the following school year except in the case of a Teacher applying for an increase in time.
- 31.61** Teachers who were declared surplus and have accepted a placement at another school shall have the right on the basis of seniority and qualifications to return to a position for which they are qualified which becomes available at the school from which they were declared surplus if such position becomes available prior to June 10 of the school year in which they were declared surplus.
- 31.62** A Teacher who transfers to replace a Teacher who is on a one (1) school year leave of absence shall be considered as part of the staff of his/her previous school for staffing purposes in the subsequent school year. A Teacher who transfers to a school to replace a Teacher on a one (1) school year leave of absence may be

staffed at that school starting with the subsequent school year if there is a position for which the Teacher is qualified, if there is mutual agreement between the Principal and the Teacher and a vacancy of greater than one (1) school year would otherwise exist. Should a surplus Teacher or a Teacher returning from a leave of absence of more than one (1) school year but less than two (2) school years request a leave of absence, that Teacher will be listed as a Surplus Teacher and staffed accordingly in the subsequent school year.

- 31.63** Part-time Teachers, whether actively at work or scheduled to return from a leave of absence, may only apply for a transfer to or placement in a position that is of no greater time allotment than that which they currently hold or to which they are entitled, as the case may be, until the third posting date as specified in Article 31.57.
- 31.64** A transfer or increase in time request may be denied by the Superintendent of Education with elementary school staffing responsibilities if the Teacher is currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff or currently is teaching on a Letter of Permission.
- 31.65** Written approval for all transfers, placements or increase in time assignments will be provided by the Superintendent of Education with elementary school staffing responsibilities to the Teacher and appropriate Principal(s) with a copy forwarded to the Human Resource Services department.
- 31.66** A committee with equal representation from the administration and Union shall provide input to the Superintendent of Education with elementary school staffing responsibilities prior to December 15 on the development of all forms and interview procedures associated with the transfer process.
- 31.67** No Teacher hired from outside the elementary panel will be placed prior to the completion of the transfer/placement/increased time process.
- 31.68** The process for Teacher Initiated Transfers, Surplus Placement, Placement of a Teacher Returning from an Extended Leave of Absence and Increase Time Requests as set forth in Articles 31.43 to 31.65 will be reviewed jointly by the Parties commencing on or before October 15 with a view to revising, if necessary, the process in a way(s) which would make it more efficient or effective. Any amendment(s) shall be ratified by the Parties on or before January 15 if said amendment(s) are to be implemented for the following school year's staffing process.

Transfers Resulting from a Reorganization of Area Schools

- 31.69** Prior to the reorganization of area schools taking effect, an information session will be held for Teachers who may be affected by the reorganization. The purpose of the session will be to explain the impact on individual schools and to answer relevant questions regarding boundary changes and/or changes in school organization.
- 31.70** (a) Teachers who are declared surplus or who voluntarily agree to be declared

surplus as a result of the schools' reorganization may:

- (i) be placed by the Superintendent of Education with elementary school staffing responsibilities following the process detailed in Article 31.72; or
- (ii) be interviewed for a vacant position as outlined in Articles 31.74 to 31.77 inclusive; or
- (iii) be placed under the regular transfer provisions outlined in Articles 31.43 to 31.68 inclusive (Teacher Initiated Transfers) or Article 29 (Surplus).

Options (i) and (ii), as outlined above, will occur prior to the regular transfer process referenced in Option (iii) above.

- (b) Teachers who voluntarily request to be surplus and are approved for such status by the Superintendent of Education with elementary staffing responsibilities may not revoke such status as a surplus Teacher. Such Teachers must follow all of the provisions of this Agreement that relate to a surplus Teacher including Articles 31.43 to 31.80.

31.71 A Teacher who accepts a placement at any stage of the reorganization process under Option (i) or (ii) of Article 31.70 shall not apply for another position during this staffing reorganization process. Such Teachers may, however, participate in the regular transfer posting process as outlined in Articles 31.43 to 31.56 (Teacher Initiated Transfers).

31.72 Teachers who select Option (i) in Article 31.70 will be placed within the reorganized area schools after Principals have declared school vacancies and before other transfers, except for Administrative Transfers as determined, have occurred. No Teacher will be placed under the provisions of Article 31.72 without consultation having first occurred between the Teacher, the receiving Principal and Superintendent of Education.

Wherever possible, the Superintendent of Education with elementary school staffing responsibilities, in consultation with Superintendents of Education and Principals, will place surplus Teachers from schools being reorganized provided that any Teacher transferring to a receiving school has more seniority than a Teacher initially declared surplus at the receiving school.

31.73 Schools receiving students displaced by the reorganization will declare Teachers surplus under Article 29 (Surplus) based on the enrolment for the present school year. Projected enrolment for the purposes of Transfers Resulting from a Reorganization of Area Schools does not include students received from closing or reorganized schools as noted in Article 31.42. Schools whose enrolment will be reduced by reorganization will declare Teachers surplus under Article 29 (Surplus).

31.74 Subsequent to the Information Session and placements made under Article 31.70 (i) as outlined in Article 31.72, all available positions in the reorganized school(s)

remaining vacant will be available for any unplaced Teachers affected by the reorganization within that area and will be posted in their schools.

- 31.75** Each Teacher shall indicate the intent to apply for such position(s) to her/his Principal or Supervisor prior to the closing date of the postings.
- 31.76** The Principal or Administrative Team will interview any interested unplaced Teacher from the reorganized local area school(s). An interview may be denied by the Superintendent of Education with elementary staffing responsibilities if the Teacher is currently experiencing difficulty as referenced in the Procedures for the Supervision of Teaching Staff or currently is teaching on a Letter of Permission.
- 31.77** The Principal or Administrative Team will make a selection from those Teachers interviewed under Article 31.70 (a) (ii) as outlined in Article 31.76.
- 31.78** Teachers who selected Option (i) or (ii) under Article 31.70 but remain unplaced under the provisions outlined in Articles 31.70 (i) and (ii) and Article 31.71 to 31.77 above will be placed under the provisions outlined in Articles 31.43 to 31.56 (Teacher Initiated Transfers) or Article 29 (Surplus).
- 31.79** Teachers who were declared surplus and have accepted a placement at another school shall have the right on the basis of seniority and qualifications to return to a position for which they are qualified which becomes available at the school from which they were declared surplus if such position becomes available prior to June 10 of the school year in which they were declared surplus.
- 31.80** Teachers who are surplus as a result of a school closing and remain unplaced following the procedures set forth in Article 31.40 (Transfers as a Result of a School Closing) may elect to be interviewed for available vacant positions along with those who selected Option (ii) of Article 31.70 after 31.70 (i) has been completed.

ARTICLE 32 - VACANT TEACHING POSITIONS

- 32.01** Teaching positions that become vacant during the school year due to the promotion, retirement, resignation, termination or death of a Teacher shall be filled for the remainder of that school year.
- 32.02** A part-time Teacher in the school in which a full time vacancy referred to in Article 32.01 occurs, may be appointed to the position for the remainder of the school year provided the Teacher is qualified for the position but will be staffed for the following school year on the basis of the part-time status that existed immediately prior to the commencement of the increased assignment.
- 32.03** A part-time teaching position which becomes vacant in accordance with Article 32.01 shall be filled in the following priority order:
 - (a) a part-time Teacher currently in the school in which the vacancy occurs may be

appointed provided that to do so would not alter that Teacher's current teaching assignment.

- (b) a part-time Teacher not currently in the school in which the vacancy occurs may be appointed after posting the position and interviewing the five (5) most senior part-time applicants who are eligible to apply and qualified for the position. Only part-time Teachers whose current assignment would not be altered by filling the position may apply for the vacant position.
- (c) a new hire.

- 32.04** A part-time Teacher appointed under the provisions of Articles 32.03 (a) or (b) will be staffed for the following school year on the basis of the part-time status and school that existed immediately prior to the commencement of the additional assignment.
- 32.05** A Teacher hired to fill the vacancy in Article 32.01 will be deemed to be surplus and placed on the surplus list and staffed in accordance with the surplus provisions for the following school year.
- 32.06** For the following school year, any vacancy that results from the provisions of Article 32.05 shall be posted in accordance with the provisions of Article 31.43 to 31.65.

ARTICLE 33 - VACANT OR NEW POSITIONS: ADDED RESPONSIBILITY AND SPECIAL ASSIGNMENT

Definition of Vacancy

- 33.01** Should a decision be made to fill a vacancy in an existing position of added responsibility or special assignment or create a new position of added responsibility or special assignment covered by the Agreement, it shall be posted and filled according to the following criteria.
- 33.02** A "vacancy" under this Article means a teaching assignment listed in Article 33.01 covered by the Agreement that is unoccupied because:
 - (a) the incumbent has been transferred, promoted, or has resigned; or
 - (b) the incumbent has died; or
 - (c) a new position has been created; or
 - (d) a temporary vacancy exists.

Creation of a New Position

33.03 Should there be a new position of added responsibility or special assignment created that could be filled by a Teacher covered by the Agreement, the administration will set the tentative salary and allowance for any such position and proceed with appointing a Teacher to the position. The administration shall negotiate with the Union to establish the salary and allowance for the new position. Any adjustment in the salary and allowance agreed upon by the Parties will be retroactive to the date the position was created.

The administration will discuss with the Union the duties, responsibilities, qualifications and other relevant information pertaining to the position before an appointment is made in accordance with Article 32 – Vacant Teaching Positions.

Posting of Positions

33.04 The Board shall post in every school and worksite a notice of all vacancies of positions referred to in Article 33.01 at least ten (10) instructional days prior to the closing date for receipt of applications for said position(s). Concurrently a copy of such notice shall be sent to the Union.

33.05 All postings shall include the title of the position, a job description, requisite experience if any, qualifications, annual salary and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.

33.06 Any posting of a position that could be filled by Teachers of either panel, due to the qualifications required for the position, shall apply to both panels.

33.07 All applicants for positions covered by this Article shall receive a debriefing, if so requested, following the selection process.

33.08 Should the Board be unable to fill a new position or a vacancy that is posted exclusively for elementary panel Teachers from among the Teachers covered by the Agreement the Board may fill the vacancy with a Teacher recruited by means of external advertisement.

ARTICLE 34 - PART-TIME ASSIGNMENTS

Definition of Teacher on a Part-Time Assignment

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

Part-Time to Full-Time Assignment

34.02 A Teacher on a part-time assignment who wishes to be considered for a full-time teaching position for the next school year shall apply to the Executive Superintendent of Human Resource Services or designate prior to March 01. Such a Teacher shall

be given the opportunity to apply for any vacant positions for which the Teacher is qualified that exist in accordance with the provisions of Articles 31.57, 31.58, 31.59 and 31.63 and all other relevant sections of Article 31.

Full-Time to Part-Time Assignment

- 34.03**
- (a) A Teacher with a full-time assignment who, prior to March 15, requests a part-time leave commencing the following school year shall have the request granted provided that the program needs of the school can be met.
 - (b) A Teacher who requests and is granted a part-time leave for a school year will return to a full-time assignment at the end of the leave period.
 - (c) A Teacher may apply prior to March 15 for an extension of the Teacher's part-time leave for the following school year and such extension shall be granted provided the program needs of the school can be met.
 - (d) On return to a full-time assignment, the Teacher shall be staffed in her/his current school in accordance with the staffing provisions of the Agreement.

Salary and Allowances, Benefits, Sick Leave and Preparation Time

- 34.04** A Teacher on a part-time assignment shall:
- (a) be paid in accordance with the provisions of Article 8 (Salary and Allowances);
 - (b) receive the Board's portion of the cost of benefits as set forth in Article 11;
 - (c) be credited with the number of full school days of sick leave in accordance with the provisions of Article 14 (Cumulative Sick Leave Plan); and
 - (d) be assigned preparation time in accordance with the provisions of Articles 20.03 - 20.06 (Preparation Time)
- all in the same ratio as the part-time employment bears to full-time employment.

Experience Credit

- 34.05** A Teacher on part-time assignment shall receive credit for teaching experience on the following basis:
- (a) teaching experience shall be applied for increment purposes in direct proportion to the amount of time worked in the preceding school year, rounded to the nearest one-tenth (1/10) of a year.

Seniority

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

Scheduling of Assignments

- 34.07** The assigned duties of a Teacher on a part-time assignment shall be scheduled consecutively during the part of the working day during which the Teacher has agreed to teach. The Principal may schedule assignments non-consecutively only with the consent of the Teacher.

ARTICLE 35 - UNION DUES AND ASSESSMENT

Dues

- 35.01** Effective 1998 September 01, the Board shall deduct for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of E.T.F.O. at Suite 1000, 480 University Avenue, Toronto, M5G 1V2 within thirty (30) calendar days of the dues being deducted. The amounts shall be determined by the Union and notification shall be forwarded in writing to the Board at least thirty (30) calendar days prior to the expected date of change.
- 35.02** The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

Employment Insurance Rebate

- 35.03** The Board shall return to the ETFO Thames Valley Local the Employment Insurance premium reduction rebate to which each member is entitled. The Board shall forward the rebate to the treasurer of the ETFO Thames Valley Local within thirty (30) days of its receipt.
- 35.04** The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions or transmission of information stipulated by Articles 35.01, 35.02 or 35.03.

ARTICLE 36 – UNION RELEASE TIME/LEAVE

- 36.01** At the request of the Union, the Board shall grant full time release time for up to six (6) persons named by the Union. The Union shall notify the Board of the names of the persons to be released by May 15.
- 36.02** (a) For all persons released, the Union shall reimburse the Board the salary and family benefits payable to a Teacher in Category A3 at Year Three.

(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.

36.03 In addition to the persons released under Article 36.01, the Board will release up to four(4) members of the bargaining team on all days on which bargaining is held. The Board will allow the Union the equivalent of forty (40) teaching days release time per school year to be used for purposes related to the preparation for negotiations. The Union shall reimburse the Board for any and all Occasional Teacher costs incurred in replacing any Teacher released for these purposes.

36.04 In addition to the persons released in Article 36.01, the Board shall grant one hundred (100) days release time from teaching duties for additional members of the Union. The Union shall reimburse the Board for its Occasional Teacher costs if any. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.

36.05 The Board shall grant a leave of absence to a Teacher who holds an office requiring full time duty at the provincial level, provided that the Union reimburses the Board for the cost of the Teacher's total salary, allowances and benefits including the value of any sick days allocated at the Teacher's daily rate of pay. The Teacher shall continue to accumulate seniority, sick leave and teaching experience during the period of leave.

36.06 A Teacher returning from a Union leave has the right to be reassigned to the same school she/he was at prior to going on leave, subject to the lay-off procedures in Article 30.

ARTICLE 37 - UNION REPRESENTATION

37.01 The Union shall notify the Board in writing of the names of persons elected to office in the Union by May 15 and persons authorized by the Union to represent Teachers in a particular school or Workplace on behalf of the Union (Workplace Steward, one (1) per school or Workplace).

37.02 Each Workplace Steward shall have access to a bulletin board in each school or Workplace for the posting of Union business and information for the Union membership.

37.03 Any issues or suggestions regarding communication needs and other issues related to Union representation and effective Union/Management communications at a particular school or Workplace, that cannot be resolved locally, may be raised by either Party at a regular Labour/Management meeting.

ARTICLE 38 - LABOUR MANAGEMENT MEETINGS

38.01 Upon the request of either Party, representatives shall meet for the purpose of engaging in full and effective consultation or discussion with a view to ongoing communication and resolution of any issues which may concern the Parties to the Agreement. The Parties shall develop mutually agreeable processes for this Labour Management forum. It is intended that these discussions will occur at regularly scheduled monthly meetings during the school year.

ARTICLE 39 - CORRESPONDENCE

39.01 All correspondence between the Parties arising out of the Agreement shall pass to and from the Executive Superintendent of Human Resource Services or designate and the President of the Union or designate.

ARTICLE 40 - COPIES OF THE COLLECTIVE AGREEMENT

40.01 Each member of the Union shall be provided with a copy of the Agreement, at Board expense, within forty-five (45) calendar days of the signing of the Agreement. Each applicant, when accepted for employment, shall be provided with a copy of the Agreement at Board expense.

ARTICLE 41 - ACCESS TO BOARD INFORMATION

41.01 The Board shall provide to the Union a copy of any agendas, minutes and support documents that are available to the public prior to all public Board meetings and public committee meetings.

41.02 The Board shall provide the Union with the following information:

- (a) by February 15 a scattergram showing the number of Teachers at each position on the salary grid effective January 31
- (b) by October 31 the number of Teachers eligible for each predecessor Board retirement gratuity and RRSP as specified in Articles 12 and 13
- (c) by October 31 the premium rates for each benefit plan by category and the total expenditures on benefits in the prior budget year
- (d) by October 31 a copy of any changes to the master contract(s) of the benefit plans made during the previous budget year
- (e) by November 15 a copy of the seniority list in accordance with Article 26.01(c).

41.03 The Board shall provide the Union with a list of Teachers covered by the Agreement, including their addresses and telephone numbers by October 31 of each school year. Updates of amendments shall be provided on a monthly basis.

41.04 The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of providing to the Union the information stipulated by Articles 41.03.

ARTICLE 42 - PERSONAL INFORMATION

Documents Respecting Performance, Conduct or Discipline

- 42.01** Copies of any document respecting the performance, conduct or discipline of a Teacher shall be given to the Teacher.

Signature Not Approval

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

Records Management and Access to Personnel File

- 42.03** The primary non-medical personnel file respecting a Teacher shall be maintained in the Human Resource Services Department of the Board, recognizing that certain non-medical personnel material may be situated at the Teacher's school or workplace. Material in such a file shall be available to the Teacher for inspection in the presence of appropriate Board personnel at a mutually agreeable time during regular working hours.
- 42.04** A Teacher shall be provided with a copy of all materials contained in her/his personnel file when so requested. Teachers shall receive copies of any materials placed in their personnel and school or workplace files which shall normally occur within five (5) school days of the material being filed. Additional copies shall be made available to the Teacher upon request where the Teacher has misplaced his/her material.
- 42.05** Where a Teacher authorizes in writing access to her/his personnel and school or workplace files by a Union Representative acting on the Teacher's behalf, the Board shall provide such access at a mutually agreeable time during regular working hours, as well as copies of materials contained therein, if also authorized and requested.
- 42.06** Upon the permanent transfer of a Teacher from a school or workplace, the Teacher's Certificate of Registration, Certificate of Qualification, employee number, data required for completing Ministry of Education and Training reports and all Board initiated documents in the school or workplace personnel file related to performance, conduct or discipline shall be forwarded to the Teacher's new school or workplace. All other information in the school or workplace file shall be returned to the Teacher or transferred to the Teacher's new school or workplace at the Teacher's discretion.

Disputed Contents of Personnel File

- 42.07** A Teacher shall be entitled to dispute the content of documents contained in the personnel file within twenty (20) days of issuance of the document and to that end

the Teacher may provide to the Board written notice of the dispute which sets forth the Teacher's opinion of the error or inaccuracy.

- 42.08** If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision. Thereafter, disciplinary documents stand unless altered or removed as a result of a timely grievance or by virtue of the application of Article 42.09.

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

Adverse Material to be Removed

- 42.09** Disciplinary material shall be removed from a Teacher's personnel file after three (3) discipline free years where no follow-up difficulty has occurred during the three (3) year period unless the Executive Superintendent of Human Resource Services determines that the discipline was for serious misconduct.

Evaluation reports (and letters of concern and letters of doubt if utilized) shall be removed from the Teacher's personnel file after six (6) years of teaching without reoccurrence of unsatisfactory performance.

Medical Information

- 42.10** The Board shall keep any medical information in separate files which only may be accessed by appropriate health care professionals and Board/Union representatives involved in matters where medical information is relevant.

ARTICLE 43 - GRIEVANCE AND ARBITRATION PROCEDURE

43.01 Informal Discussion

A Teacher who has a complaint relating to the interpretation, application, administration or alleged violation of the Agreement may discuss the complaint with the Principal or immediate Supervisor. Such a complaint shall be brought to the attention of the Principal or immediate Supervisor within twenty (20) days after the Teacher becomes aware or should have been aware of the circumstances giving rise to the complaint. The Teacher and Principal or immediate Supervisor shall complete their informal discussions within five (5) days. Failing resolution of the complaint by informal discussion, the Teacher may lodge a grievance as provided for herein.

Step One

A Teacher desiring to submit a grievance shall, in consultation with the Union, commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated and indicate the relief sought. The grievance, signed by the grievor and the Union representative, shall be sent to the Executive Superintendent of Human Resource Services within twenty (20) days of the Teacher becoming aware of the circumstances giving rise to the grievance if the informal discussion stage is not utilized or ten (10) days after the informal discussion stage has been completed. The Executive Superintendent of Human Resource Services or designate will meet jointly with the grievor and the Union Representative(s) within fifteen (15) days of receipt of the grievance. The Executive Superintendent of Human Resource Services or designate shall forward a written decision to the grievor and Union Representative within fifteen (15) days of the date on which the grievance meeting was held.

Step Two

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

43.02 (a) Arbitration

When either party requests that a grievance be submitted to a single Arbitrator, the request shall be conveyed in writing to the other party to the Agreement indicating the name(s) of a proposed Arbitrator. Within ten (10) days thereafter, the other party shall respond in writing indicating their agreement with a proposed Arbitrator or suggesting another name(s). If the parties fail to agree upon an Arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

(b) Board of Arbitration

When both parties agree, a grievance may be submitted to a Board of Arbitration. Notification shall be provided in writing to the other party to the Agreement indicating the name of an appointee to an Arbitration Board. The recipient of the notice shall within five (5) days inform the other party of the name of its appointee to the Arbitration Board. The two (2) so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as Chair of the Arbitration Board shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to appoint such a nominee.

43.02 (c) Decision of the Arbitrator

An Arbitrator or Board of Arbitration shall endeavour to give a decision within thirty (30) calendar days after the hearing on the matters submitted to

arbitration is concluded. The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the parties and upon any employee or employees affected by it.

(d) Powers of the Board

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the *Labour Relations Act*.

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

43.04 Discharge Grievance

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

43.05 Policy Grievance

The Union and the Board shall have the right to file a grievance or Policy Grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of the Agreement at Step One with the words of Step One and Two modified as appropriate.

General Guidelines

43.06 "Days" shall mean instructional days.

43.07 Time limits under the grievance and arbitration process are to be adhered to, although the parties may extend any such time limits by written, mutual consent. The single Arbitrator or Board of Arbitration has the authority to extend time limits under the grievance procedure in accordance with S.48 (16) of the *Labour Relations Act*.

43.08 If the grievor fails to act within the time limits set out at any step, the grievance will be considered abandoned.

43.09 If the party against whom the grievance is lodged fails to respond within the time limits, the grievance shall automatically move to the next step in the process.

43.10 At any time of the grievance procedure either or both parties may be represented by legal counsel so long as notification of the use of legal counsel has been submitted to the other party at least one (1) week prior to any meeting, or such shorter time as the parties agree.

Grievance Mediation

43.11 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 time for grievance mediation to occur.

Grievance Definition

43.12 A grievance shall be defined as any question, dispute or difference of opinion involving the interpretation, application, administration or alleged violation of any term, provision or condition of this Agreement, including the question of whether a matter is arbitrable.

ARTICLE 44 - DEFINITIONS

Except where otherwise stated, the terms employed herein shall have the same meaning as defined by or used in *The Education Act and Regulations* and amendments thereto and *The Education Quality Improvement Act, 1997* and its regulations and amendments thereto and any successor statutes.

- (a) Administration - member(s) of the senior administration (Executive Superintendents or Superintendents or designates) of the Thames Valley District School Board.
- (b) Bargaining Agent - Provincial: Elementary Teachers' Federation of Ontario.
- (c) Board - shall be defined as the Thames Valley District School Board.
- (d) Day - a school day unless otherwise stipulated in the Agreement.
- (e) Learning Coordinator / Special Assignment Teacher - a Teacher appointed by the Board to work with Teachers, Principals, Vice-Principals and Administrators to carry out the responsibilities assigned in a special area.
- (f) Leave of Absence - For the purposes of Articles 31.45, 31.54 and 31.56, time spent on a leave of absence of more than one (1) year shall not include time spent on the statutory portion of a pregnancy, parental or adoption leave or a part-time leave under Article 34.03 or Federation leave as specified in Article 36.06. Time spent on an Extended Leave under the provisions of Articles 16.13 and 17.13 and all other leaves of absence not listed above shall count as time spent on a leave of absence for the purposes of Articles 31.45, 31.54 and 31.56.
- (g) Local - the Elementary Teachers' Federation of Ontario Thames Valley District.
- (h) Part-Time Teacher - a Teacher employed by the Board on a regular basis for other than full time duty.
- (i) Principal - an administrator appointed by the Board to carry out the role prescribed by the Acts and Regulations of the Ministry of Education and Policies and Procedures of the Board.

- (j) Department Head at Annandale School - a Teacher appointed by the Board to direct and supervise a defined organizational unit under the authority of the Principal of the school.
- (k) Program Needs - educational programs approved by the Ministry of Education and Training under *The Education Act and Regulations*.
- (l) Qualified - means qualified in accordance with *The Education Act and Regulations* made thereunder and "qualifications" has a corresponding meaning.
- (m) Seniority List - a list of all permanent and probationary elementary Teachers employed by the Board listed by order of seniority from greatest to least as defined in Article 26.
- (n) Spouse - has the same meaning as in the *Family Law Reform Act*.
- (o) Teacher - means a member of the Elementary Teachers' Federation of Ontario employed as a permanent or probationary Teacher by the Board.
- (p) Union - provincial organization of the Elementary Teachers' Federation of Ontario.
- (q) Vice Principal - an administrator appointed by the Board to assist the Principal in carrying out administrative duties described and assigned by the Principal.

SIGNATURES

Dated at LONDON, ONTARIO this TWELFTH (12th) day of SEPTEMBER, 2000.

SIGNED and AGREED on behalf of the Thames Valley District School Board

Peter Jaffe
Chairperson of the Board

John Laughlin
Director of Education

Pat Smith
Chairperson of the Negotiation Advisory Committee
Human

Bill Bryce
Executive Superintendent of
Resource Services

Joyce Bennett
Trustee

Richard Murray
Superintendent of Education

Robert Vaughan
Trustee

Bill Ebel
Principal

Bob Goss
Principal

SIGNED and AGREED on behalf of the Elementary Teachers' Federation of Ontario - Thames Valley Local

Nancy McCracken
President

Janet Thomson
Chief Negotiator

Brian Miller
Chairperson

LETTER OF INTENT

EXTRA-CURRICULAR ACTIVITIES

The Parties agree that they will encourage Teachers to perform extra-curricular activities as they have in the past.

Elementary Teachers' Federation
of Ontario - Thames Valley Local

Thames Valley District
School Board

Dated 2000 September 12

LETTER OF INTENT

RRSP ACCOUNTS

1. It is the intent of the Parties that individual RRSP accounts, established with the Ontario Teachers' Group, for an individual Teacher are for retirement purposes.
2. The O.T.G. Inc. and the T.V.D.S.B. shall provide in a timely manner the necessary information required of each other to implement this agreement. The E.T.F.O. Thames Valley Local shall assist, when possible, with any communication required with members.
3. The twelve hundred dollars (\$1 200) deposited in each Teacher's account is for retirement purposes. To that end no Teacher employed by the Board shall close nor deduct any money from her/his account for a least the first five (5) years after the account has been established.
4. Each Teacher for whom an R.R.S.P. account has been established under Article 13 will sign an agreement acknowledging that she/he will not deduct any money from nor close out her/his R.R.S.P. account in accordance with the terms of Section 3 above.
5. A Teacher is responsible for providing verification of resignation or retirement, in order to close or deduct from her/his R.R.S.P. account within the first five (5) years of its establishment.
6. The payment for all Teachers covered under Article 13.01 (a), (b) and (c) shall be made in a timely manner.
7. The payment for all Teachers covered under Article 13.02 shall be made in a timely manner during the first teaching month following the completion of his/her probationary period.
8. The pro rata payment for part time Teachers covered under Article 13.02 shall be based on the full time equivalency of the permanent position held on the last teaching day of the probationary period.

Thames Valley District School Board

Dated 2000 September 12

Elementary Teachers' Federation
of Ontario - Thames Valley Local

STATEMENT OF AGREEMENT

I hereby acknowledge and give my consent to the provisions contained in the Letter of Intent between the Parties regarding the RRSP provisions as they apply to an individual Teacher. I

further agree to indemnify and hold the E.T.F.O. Thames Valley Local, the O.T.G. Inc. and the Board, harmless from any claims, suits or attachments and any form of liability resulting from the implementation of this agreement.

Signature of Teacher

Witness

LETTER OF INTENT
SUPPLY TEACHER LINE EXPENDITURES

1. The Board agrees to provide to the Union relevant financial information pertaining to the expenditures from the Supply Teacher line of the Ministry of Education and Training Funding Formula.

Elementary Teachers' Federation of Ontario -
Thames Valley Local

Thames Valley District School Board

Dated 2000 September 12

LETTER OF INTENT

ARTICLE 32 VACANT TEACHING POSITIONS

The Parties agree to refer Article 32 (Vacant Teaching Positions) to the District Staffing Committee for review and revision.

Elementary Teachers' Federation of Ontario -
Thames Valley Local

Thames Valley District School Board

Dated 2000 September 12

LETTER OF INTENT

EMPLOYMENT INSURANCE ACT CHANGE

In the event that the Government of Canada passes amendments to the Employment Insurance Act that, in the opinion of either Party, impacts on the operation of the Agreement in the area of Pregnancy Leaves, Parental Leaves and/or Adoption Leaves, the Parties shall meet within fifteen (15) days of the written request of either Party to discuss such impact.

Elementary Teachers' Federation of Ontario -
Thames Valley Local

Thames Valley District School Board

Dated 2000 September 12

LETTER OF UNDERSTANDING

INSTRUCTIONAL DAY GRIEVANCE

1. The Union agrees to withdraw the Instructional Day Grievance.
2. For the 2000-2001 school year, there shall be an entry/assembly bell up to five (5) minutes prior to the start of both morning and afternoon instructional minutes.
3. For the 2001-2002 school year, there shall be an entry/assembly bell five (5) minutes prior to the start of the morning instructional minutes.

Elementary Teachers' Federation of Ontario -
Thames Valley Local

Thames Valley District School Board

Dated 2000 September 12

LETTER OF UNDERSTANDING

(TEACHER ADDRESSES AND PHONE NUMBERS)

The commitment under the Agreement (Articles 41.03 and 41.04) to provide Teacher addresses and telephone numbers to the Union is subject to the Board receiving sufficient governmental authority for release of such information under the prevailing Freedom of Information and Protection of Privacy legislation.

Thames Valley District School Board

Elementary Teachers' Federation
of Ontario - Thames Valley Local

Dated 2000 September 12

APPENDIX A

STATEMENT OF AGREEMENT

DEFERRED SALARY LEAVE PLAN

THIS AGREEMENT made in triplicate this ____ day of _____, 20 ____, between THE THAMES VALLEY DISTRICT SCHOOL BOARD, hereinafter called the "Board", and THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO - THAMES VALLEY LOCAL, hereinafter called the "Union" and

_____ of the _____ of

_____ in The County of _____, hereinafter called the "TEACHER".

- 1. The Board agrees to employ the Teacher for _____ years beginning 20____ September 01 at the rate of ____% of the Teacher's proper grid salary and any applicable allowances for each of the _____ consecutive years, during which the Teacher will teach _____ years. Payment (less any lawful deductions, and including full fringe benefits) shall be in accordance with the Collective Agreement between the Board and the Union in effect during each of the _____ years of the plan.
2. The Teacher agrees to teach for _____ of the _____ years of this agreement in accordance with the plan as described in the Collective Agreement in effect on the date of the signing of this document. The Teacher will take a _____ leave of absence from 20 ____, _____ to _____, _____ subject to the hiring of a suitable replacement by the Board.
3. It is understood and agreed by all parties to this agreement that nothing in this agreement shall contradict any of the articles in the Collective Agreement between the Board and the Union or any acts or regulations of the province of Ontario or the Federal government.

In witness whereof, the Teacher and the appropriate officers of the Board and the Union have signed this document.

Signature of Executive Superintendent of Human Resource Services

Signature of the President of ETFO - Thames Valley Local

Signature of Chief Negotiator of ETFO - Thames Valley Local

Signature of Teacher

APPENDIX B

RETIREMENT GRATUITY AND R.R.S.P. COLLECTIVE AGREEMENT PROVISIONS FROM PREDECESSOR BOARDS

1. ELGIN

11.03 Retirement Gratuity Plans

Plan "A"

This refers to the plan operated by the former St. Thomas Public School Board and the Central Elgin District High School Board. This plan applies only to those Teachers who selected it prior to January 1, 1970 as per the salary agreement for September 1969 to August 31, 1970. A copy of this plan will be provided upon the request of a Teacher.

Plan "B"

This plan applies only to Teachers who were employed by The Elgin County Board of Education between September 1, 1969 and September 1, 1972 and those Teachers employed by former Boards in Elgin County with the exception of those Teachers employed by the prior St. Thomas Public School Board and the Central Elgin District High School Board who chose Plan A prior to January 1, 1970.

- 1) A Retirement Gratuity shall be paid to an eligible Teacher who leaves the employment of The Elgin County Board of Education on account of age or health provided the Teacher qualifies for, and is granted a pension under the Teachers' Pension Act, 1989.
- 2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- 3) The retirement gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not exceeding 200 days)}}{200}$$

The gratuity cannot exceed 50% of the last year's salary.

- 4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.
- 5) i) On the death of any Teacher who has been employed by the

Board for a minimum of five years immediately prior to the Teacher's death, that Teacher's estate shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during the Teacher's employment with the Board immediately prior to the employee's death, multiplied by 1/200 of the annual salary being paid at the time of death.

ii) The Death Benefit shall be calculated with the following formula:

$$\frac{\text{Salary of Last Year}}{200} \times \frac{\text{Accumulated Days (not to exceed 200)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

Plan "C"

This plan applies to Teachers employed by The Elgin County Board of Education with duties commencing September 1, 1972 or thereafter, but before January 4, 1979.

- 1) A Retirement gratuity shall be paid to eligible Teachers who leave the employment of The Elgin County Board of Education on account of age or health provided the Teacher qualifies for, and is granted a pension under the Teachers' Pension Act, 1989.
- 2) To be eligible, a Teacher shall have been employed by the Board for a minimum of ten consecutive years immediately prior to retirement.
- 3) The Retirement Gratuity shall be calculated in accordance with the following formula:

$$\frac{\text{No. of Days Cumulative Sick Leave Last}}{200} \times \frac{\text{(Not to exceed 200 days)}}{100} \times \text{Year's Salary} \times \text{\#Years in Elgin County}$$

The gratuity cannot exceed 50% of the last year's salary.

- 4) The gratuity is available in a lump sum payable during a period ranging from one month to one year after retirement, at the option of the Teacher.
- 5) i) On the death of any Teacher who has been employed by the Board for a minimum of five years immediately prior to the Teacher's death, that Teacher's estate shall receive an amount equal to one-half of the sick leave accumulated by that Teacher during the Teacher's employment with the Board immediately prior to the Teacher's death, multiplied

by 1/200 of the annual salary being paid at the time of the Teacher's death.

- ii) The Death Benefit shall be calculated with the following formula:

$$\frac{200}{200} \times \frac{\text{Salary of Last Year}}{2} \times \frac{\text{Accumulated Days (not to exceed days)}}{2}$$

The Death Benefit shall not exceed 50% of the last year's salary.

2. LONDON

10.3.1.4 Sick Leave Credit Gratuity

Notwithstanding Article 10.4.2 of the Collective Agreement, whereas, in the case of a Teacher hired prior to 1964 September 01, the accumulated sick leave credit to that date represented only one-half the unused annual sick leave credits, and the gratuity formula then in effect gave full credit for such accumulation, effective from 1969 June 26, in computing any gratuity becoming payable on or after the latter date, in the case of a Teacher whose service has been continuous from 1964 August 31, the accumulated sick leave credit shall be doubled, subject to a maximum of 200 days in total, and a special accumulated credit shall be recomputed to the date of termination, subject to the rules of, and using the same debits and credits as occurred in the operation of, the sick leave plan since 1964 September 01, and subject at all times to the maximum accumulation permitted under the plan.

10.3.1.5 Pension Requirements

- (a) A Teacher intending to retire to pension shall notify the Board in writing of the Teacher's intention to do so not later than the last teaching day in the month of December prior to the calendar year during which the Teacher intends to retire.
- (b) Failure to so advise the Board shall relieve the Board of responsibility of payment of any sick leave credit gratuity to which the said Teacher may be entitled until January of the year immediately following the year in which the Teacher retires.

10.4 Sick Leave Credit Gratuity

10.4.1 A Teacher whose contract of employment commenced before 1978 January 01 shall be entitled to:

1. be paid, or if deceased the Teacher's estate shall be paid, a gratuity equal to the value calculated by Article 10.4.2, subject to a maximum gratuity of one-half of the Teacher's total salary on date of termination, provided the Teacher:
 - (a) ceases to be employed by the Board by reason of:
 - (i) death,
 - (ii) permanent disability,

- (iii) retirement directly to Teacher pension with allowances commencing on the first day of the month in which the Teacher ceased to be employed, or
- (iv) retirement specially approved by the Board, and

(b) has completed ten years of continuous service with the Board immediately prior to the date of cessation of employment.

2. Notwithstanding Article 10.4.1.1 above, accumulate and carry into the following school year unused sick leave credits to a maximum of:

- (a) 200 days for the purpose of sick leave,
- (b) 240 days for the purpose of sick leave credit gratuity only.

10.4.2 The formula for calculating the sick leave credit gratuity shall be as follows:

$$\text{Gratuity} = \frac{\text{Accumulated Sick Leave To Date of Termination}}{2} \times \frac{\text{Gross Annual Salary On Date of Termination}}{200}$$

3. **MIDDLESEX**

15.08 Retirement Gratuity

(i) A full-time employee shall be entitled to the payment of an allowance on retirement if the employee has completed ten (10) or more continuous years of service with the Board or its predecessors and if the employee fulfils the requirements of one (1) of the following sections:

(a) is a contributor to the Ontario Teachers' Pension Plan and is eligible for an unreduced pension under the then existing provisions of the Ontario Teachers' Pension Act;

OR

(b) is a contributor to the Ontario Teachers' Pension Plan, is 60 or more years of age, and is eligible for a pension under the then existing provisions of the Ontario Teachers' Pension Plan.

(ii) The retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times C \times 50\%$$

where

A represents the number of days sick leave accumulated to a maximum of two hundred (200) days

B represents the number of years of service with the Board or its predecessor Boards to a maximum of twenty-five (25) years of service

C represents the annual salary in either

- a) the school year of retirement or
- b) the year in which the Teacher attains thirty-five (35) years of pension service credits, whichever is the lesser salary.

15.09 Notwithstanding the requirement contained in Article 15.08 i) that a Teacher be employed on a full-time basis, a Teacher to whom Article 15.08 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 15.08 based on the actual salary earned by that Teacher, if previously that Teacher was a full-time Teacher, became a part-time Teacher, has accumulated twenty-five (25) years of equivalent full-time service and still retains the right to return to full-time employment.

15.10 Notwithstanding the provision of Board Policy 300-5, as revised 1995 03 06, stipulating that a Teacher must be eligible for an unreduced pension, a Teacher to whom Article 15.08 would otherwise apply will be eligible for a retirement gratuity in accordance with all of the relevant criteria referred to in Article 15.08 if that Teacher at age fifty-three (53) or fifty-four (54) exercises the commuted value transfer option under the Ontario Teacher's Pension Plan.

4. **OXFORD**

15.07 Sick Leave Credit Gratuity Payable on Retirement

- (a) A Teacher who retires from the staff of The Oxford County Board of Education is entitled to a sick leave retirement gratuity if the Teacher qualifies under the terms of Plan A or Plan B. To qualify for either plan, the Teacher must be eligible for a pension to commence payment as certified by the Teachers' Pension Plan Board immediately upon retirement (within two months of the termination of the contract). Furthermore, to qualify the Teacher must give written notice to the Board of intention to retire and of termination of the contract as follows: prior to November 30 in the case of retirement and termination of the contract on December 31; or prior to May 31 in the case of retirement and termination of the contract on August 31. A Teacher who is otherwise eligible and who wishes to retire on a date other than December 31 or August 31 may qualify only if the Board, in its discretion, agrees.

Plan A: This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education or any predecessor of the Oxford Board prior to September 1, 1979. The amount of the sick leave credit gratuity shall be calculated as follows:

$$\frac{\text{Gross Salary of Final Year}}{2} \times \frac{\text{"A"}}{200} \times \frac{\text{"B"}}{20}$$

Plan B: This Plan applies to a Teacher who commenced continuous employment with The Oxford County Board of Education with duties commencing September 1, 1979 or thereafter. The amount of sick leave credit gratuity shall be calculated as follows:

$$\$8,000 \quad \times \quad \frac{\text{"A"}}{200} \quad \times \quad \frac{\text{"B"}}{20}$$

For both Plans:

"A" = Number of unused sick leave days, not in excess of 200, accumulated during employment with the Board or with any predecessor of the Oxford Board. For the purpose of calculating Sick Leave Credit Gratuity Payable on retirement, only sick leave credits earned, unused and accumulated while in the employ of the Board or any predecessor of the Oxford Board shall be taken into account.

"B" = Number of full-time or equivalent years, not in excess of 20, with the Board or with any predecessor of the Oxford Board.

- (b) Maximum gratuity shall not exceed 50% of the salary of the final year.
- (c) Payment of the gratuity may be made by a method mutually agreeable to both the Board and the Teacher and consistent with legislative requirements. Preferred methods of payment are one lump sum payment at the time of leaving or two equal payments, one at the time of leaving and the other in the next calendar year.
- (d) A Sick Leave Credit Gratuity shall be paid to the estate of a Teacher whose death occurs before retirement, while under contract with the Board. The gratuity shall be calculated as though the Teacher had retired, under circumstances which would qualify the Teacher for the gratuity, on the day before the Teacher's death.

PROVISO: Teachers Commencing Employment After August 31, 1971

A Teacher commencing employment with the Board after August 31, 1971, shall not be eligible for sick leave credit retirement gratuity benefits unless that Teacher has, at the date of retirement, completed at least seven years full time employment with the Board. Credit shall be allowed for the qualifying seven (7) years of employment in calculating the amount of the benefit.

APPENDIX C

CATEGORY DEFINITIONS FROM PREDECESSOR MIDDLESEX COLLECTIVE AGREEMENT

ARTICLE VII - CATEGORY DEFINITIONS

7.01 Category definitions governing the payment of basic salaries are as set forth below.

Category A Ontario Teacher's Certificate or equivalent

Category A 1 Ontario Teacher's Certificate or equivalent plus a degree granted by an accredited university upon successful completion of a three year university degree program beyond Ontario Grade 13 or equivalent. Such a degree will normally require fifteen (15) full courses or ninety (90) semester hours exclusive of one (1) year or equivalent of basic Teacher training.

Category A 2 Ontario Teacher's Certificate or equivalent plus

- (1) a three-year university degree as defined above which contains a minimum of five (5) full university courses in one (1) specified academic subject area or a minimum of eight (8) full university courses in two (2) specified academic subject areas [at least four (4) full courses in each area]. The courses in the specified academic subject area(s) must have an overall average of second class standing.

OR

- (2) a degree granted by an accredited university upon successful completion of a four-year university degree program beyond Ontario Grade 13 or equivalent. Such a degree will normally require twenty (20) full courses or one hundred and twenty (120) semester hours exclusive of one (1) year or equivalent of basic Teacher training.

OR

- (3) for those holding the qualifications for Category A 1, those qualification plus

- a) any combination of five (5) additional Ontario Ministry of Education and Training, Kodaly or full University courses from an accredited University other than those for which a postgraduate degree allowance is paid

or

- 7.01 (3) b) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training

or

- c) A.R.C.T. or A.T.C.M. or A.O.C.A. qualifications.

NOTE: Teachers who held Category A 2 (formerly Level 5) placement as of 1978 08 31 under the terms of the 1977-78 Agreement will retain this Category placement.

Category A 3 Ontario Teacher's Certificate or equivalent plus

- (1) a four-year university degree as defined above which contains a minimum of nine (9) full courses in one (1) single specified academic subject area or a minimum of fourteen (14) full courses in two (2) specified academic subject areas with not fewer than six (6) full courses in either of the two (2) subject areas. The courses in the specified academic subject area(s) must have an overall average of second class standing.

OR

- (2) for those holding the qualifications for Category A 2 (1) above, those qualifications plus
 - (a) a Supervisor's and/or Specialist's Certificate in a subject field offered by the Ontario Ministry of Education and Training or the Kodaly Diploma [three (3) full courses]

or

- (b) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training

OR

- (3) for those holding the qualification for Category A2 (1), (2) or (3) above, those qualifications plus
 - (a) any combination of five (5) additional Ontario Ministry of Education and Training, Kodaly or full University courses, from an accredited University, other than those for which a postgraduate degree allowance is paid

or

- (b) A.R.C.T. or A.T.C.M. or A.O.C.A. qualifications

or

- (c) a Primary Specialist Certificate obtained by two (2) years of Teacher training prior to 1972.

7.01 Category A 4 Ontario Teacher's Certificate or equivalent plus

- (1) for those holding the qualifications for Category A 3 (1) above, those qualifications plus

(a) a Supervisor's and/ or Specialist's Certificate in a subject field offered by the Ontario Ministry of Education and Training or the Kodaly Diploma [three (3) full courses]

or

(b) an Honours Specialist or Interim H.S.A. Type "A" Certificate

or

(c) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training

OR

(2) for those holding qualifications for Category A3 (1), (2) or (3) above, those qualifications plus

(a) any combination of five (5) additional Ontario Ministry of Education and Training, Kodaly or full University courses from an accredited University other than those for which a postgraduate degree allowance is paid

or

(b) A.R.C.T. or A.T.C.M. or A.O.C.A. qualifications

or

(c) a Primary Specialist Certificate obtained prior to 1972 by two (2) years of Teacher training.

OR

(3) for those holding the qualifications for Category A 2 (1) above, those qualifications plus

(a) a Physical Education Specialist Certificate plus a B.P.H.E. or B.P.E. with at least a second class average as determined by the University

NOTES RE ABOVE CATEGORY DEFINITIONS

1. In Category A2, A3 and A4, the Teacher must stipulate whether the courses are to be used to advance to a new category or for a postgraduate degree.
2. A Principal holding one (1) of the Specialist Certificates mentioned in any of the above definitions may be placed in the salary level in question only if the Certificate is related to a program offered in the school of which the Principal is placed in charge.

3. The Principal's Certificate shall not be counted for salary upgrading, but Ministry of Education and Training summer or winter courses taken prior to September 1, 1969 towards a Principal's Certificate and/or University courses taken towards a Principal's Certificate may be used for salary upgrading purposes only by Principals who held principalships in this system on September 1, 1977.
 4. If one (1) or two (2) Ministry courses are a prerequisite for a Specialist's or Supervisor's Certificate, the final Certificate may be used for category placement OR the individual courses may be used, but not both.
- 7.02 A Teacher who qualifies for a category change or post graduate degree allowance, as a result of a course taken prior to September first (1st) in a given calendar year, shall receive the appropriate differential amount retroactive to September first (1st) of that calendar year if the required documentation is received at the Education Centre prior to April 1st of the following year. The Superintendent of Personnel may extend the April 1st date if said Superintendent is of the opinion that extenuating circumstances made April 1 a date which could not have been met. When the Superintendent of Personnel extends the date beyond April 1, retroactive payment will be effective January 1 of that year, providing that the required documentation is received at the Education Centre prior to June 30 of that year.