

SOURCE	Comp		
EFF.	2001	09	01
TERM.	2002	08	31
NO. OF EMPLOYEES	1,850		
NOMBRE D'EMPLOYES	df		

COLLECTIVE AGREEMENT

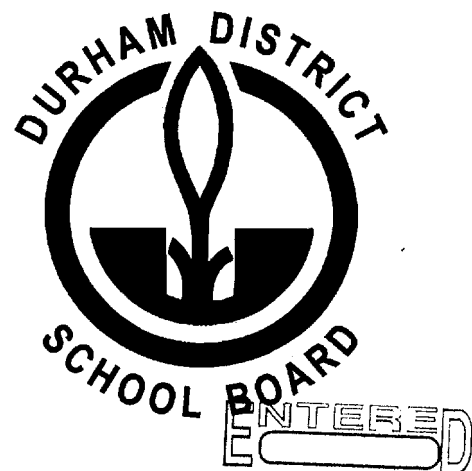
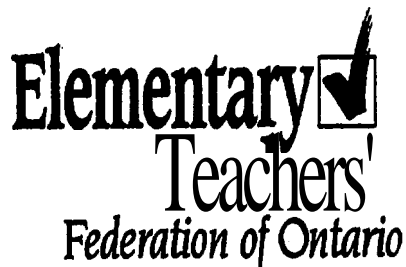
between

THE DURHAM DISTRICT SCHOOL BOARD
(hereinafter referred to as "The Board")

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter referred to as "ETFO" Durham Teachers' Local)

September 1, 2001 - August 31, 2002



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Introduction

Terms defined in the Education Act, The Ontario College of Teachers Act, and the Labour Relations Act, or in Regulations enacted pursuant to any of the aforementioned shall have the same meaning in this agreement unless otherwise specifically defined.



ARTICLE 1 - PURPOSE

It is the purpose of the parties to set forth the Agreement which has been reached between the Board and the Union as to the basis of remuneration and conditions of employment for those teachers defined in Section 3.01. This Agreement contains the whole of the Agreement between the parties.

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01** The term of this Agreement will be ~~September 1, 2001 to August 31, 2002~~, inclusive. All amendments will be effective upon **the first day following** ratification by both parties, unless expressly agreed in writing otherwise. Nothing in this Agreement shall be construed to require retroactive implementation or to have retroactive effect unless expressly so stated.
- 2.02** This Agreement shall supercede all previous Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Agreement is itself superceded by a new Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the Labour Relations Act, as may be amended from time to time.
- 2.03** Either party to this Agreement may, within the period of **90** days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without amendment, of the agreement then in operation or to the making of a new agreement.
- 2.04** In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or **lock-out** during the term of this Agreement or of any renewal of this Agreement.

The term "strike" includes any action or activity by teachers in combination or in concert or in accordance with a common understanding that is designed to curtail, restrict, limit or interfere with the operation or functioning of a school or schools, including without limiting the foregoing,

- (a) withdrawal of services;
- (b) work to rule; **and/or**
- (c) the giving of notice to terminate employment.

ARTICLE 3 - RECOGNITION

- 3.01** The Board recognizes the Union as the exclusive bargaining agent for all elementary school teachers employed by the Board as teachers save and except those teachers employed as administrators, occasional teachers, summer school or night school teachers or teachers hired to do home instruction.
- 3.02** The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its rights in accordance with the education and employment-related Acts and regulations of Ontario.
- 3.03**
- (i) No teacher shall be disciplined without just cause.
 - (ii) Save and except for reasons of redundancy, no teacher shall be dismissed without just cause.
 - (iii) The non-renewal of a Term Appointment is not a demotion
 - (iv) A teacher may be required, upon request by the Board or its designate, to produce for the Board proof of current and valid membership and certification with the Ontario College of Teachers. Failure to produce satisfactory proof in accordance with the foregoing within two **(2)** weeks of a request, which time may be extended by mutual agreement, may result in disciplinary action against the teacher, up to and including suspension or dismissal.
- 3.04** **Probationary Period**
A teacher who is newly hired shall be a probationary employee until he or she has actively worked for a period of one **(1)** year (i.e. **10** full months of teaching for a teacher assigned a workload of .4 FTE or greater; or the equivalent number of days of teaching if assigned less than .4 FTE, to a maximum of three years) from date of hire. During the probationary period a teacher's performance shall be monitored and evaluated in accordance with Board policy. Notwithstanding **3.03** above, if the Board determines that the probationary teacher is not suitable and should not be recommended for continued employment, in the opinion of the appropriate Superintendent of **Education/Area** in consultation with the principal, the teacher may be released from the employ of the Board, and shall be so notified at least thirty **(30)** days prior to the termination of employment or the expiration of the probationary period, whichever occurs first.
- 3.05** For purposes of this Agreement, a teacher includes a recent graduate of an approved teacher training program who is eligible and has applied for membership in the Ontario College of Teachers (the "College") and is awaiting acceptance, but does not include a person who is subsequently denied membership for any reason. Where a teacher's membership in the College is denied or subsequently suspended or revoked by the College in accordance with its mandate and practice, that teacher's employment shall be terminated forthwith from the Board without recourse to the grievance or arbitration procedure under the collective agreement.
- 3.06** Any amendment to the terms set out in this Collective Agreement shall be by the mutual consent of the Board and the Union, and becomes effective on a date mutually agreed upon.
- 3.07** There will be no discrimination against a teacher because of the teacher's participation or non-participation in the lawful activities of the Union.
- 3.08** It is understood and agreed that a principal or vice-principal shall not be precluded from performing the duties of a teacher.

ARTICLE 4 - CATEGORY DEFINITIONS

- 4.01** Effective September 1, 2000, category definitions governing teachers' professional qualifications are as stated in Q.E.C.O. Program 4 and shall be accepted and approved by the Board for salary classifications.
- 4.02** (a) The placement of teachers in their respective categories shall be determined in accordance with the Qualification Evaluation Council of Ontario, Program 4 effective September 1, 2000. These certification statements are the only statements acceptable for verification of placement.
- (b) Placement of teachers in Q.E.C.O. levels B, C and D and their advancement on the salary grid will be in accordance with the Pay Equity Plan posted October 1, 1991. Q.E.C.O. categories shall be equated as follows for placement on the salary grid:
- | <u>Q.E.C.O. Category</u> | <u>Salary Grid Category</u> |
|--------------------------|-----------------------------|
| D | A |
| C | A |
| B | A |
| A1 | A1 |
| A2 | A2 |
| A3 | A3 |
| A4 | A4 |
- 4.03** (a) Teachers whose last date of hire was on or prior to August 31, 1974 shall qualify for Category A1 with ten (10) university courses and a Specialist's or Supervisor's Certificate.
- (b) Teachers whose last date of hire was on or prior to August 31, 1974 shall qualify for Category B with five (5) university courses and a Specialist's or Supervisor's Certificate.
- 4.04** The onus is on each teacher to inform the Board in writing respecting any change which has occurred in the teacher's category.
- 4.05** (a) The Board will adjust the salary of a teacher as of September 1:
- (i) If requirements for placement in a higher salary level are completed before the beginning of school in September, and
 - (ii) If application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate at the earliest opportunity, but not later than the last teaching day in December of the current year.
 - (iii) It is understood that if the Q.E.C.O. Statement is delayed and only becomes available after the deadline for the application, the Board will adjust the teacher's salary as if the Q.E.C.O. Statement had been submitted with the application in a timely manner.
- (b) The Board will adjust the salary of a teacher as of the first day of January:
- (i) If requirements for placement in a higher salary level are completed before December 31, and
 - (ii) If application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Director or designate after the last teaching day in December but before May 31.
 - (iii) It is understood that if the Q.E.C.O. Statement is delayed and only becomes available after the deadline for the application, the Board will adjust the teacher's salary as if the Q.E.C.O. Statement had been submitted with the application in a timely manner.

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES

5.01 Basic Salary Schedule

Teachers will be placed on the Basic Salary Schedule in accordance with the terms as defined in Articles 4 and 5 of this Agreement, and paid accordingly.

September 1, 2001 - August 31, 2002 (Represents 2.67% increase)

<u>Years</u>	<u>Cat. A</u>	<u>Cat. A1</u>	<u>Cat. A2</u>	<u>Cat. A3</u>	<u>Cat. A4</u>
0	30,507	33,158	34,314	36,959	38,770
1	32,317	35,129	36,477	39,427	41,485
2	34,119	37,085	38,645	41,908	44,195
3	35,930	39,056	40,810	44,390	46,906
4	37,731	41,012	42,983	46,865	49,614
5	39,543	42,983	45,140	49,336	52,312
6	41,794	44,939	47,315	51,814	55,024
7	43,622	46,906	49,474	54,295	57,738
8	45,444	48,864	51,638	56,778	60,442
9	47,271	50,829	53,806	59,242	63,142
10	49,087	52,783	55,967	61,723	65,853
11	(X) 51,110	54,958	58,336	64,137	68,600
	(Y) 52,210				
	(Z) 54,958				

After August 31, 2002 (Represents 2.3% increase)

<u>Years</u>	<u>Cat. A</u>	<u>Cat. A1</u>	<u>Cat. A2</u>	<u>Cat. A3</u>	<u>Cat. A4</u>
0	31,209	33,921	35,103	37,809	39,662
1	33,060	35,937	37,316	40,334	42,439
2	34,904	37,938	39,534	42,872	45,211
3	36,756	39,954	41,749	45,411	47,985
4	38,599	41,955	43,972	47,943	50,755
5	40,452	43,972	46,178	50,471	53,515
6	42,755	45,973	48,403	53,006	56,290
7	44,625	47,985	50,612	55,544	59,066
8	46,489	49,988	52,826	58,084	61,832
9	48,358	51,998	55,044	60,605	64,594
10	50,216	53,997	57,254	63,143	67,368
11	(X) 52,286	56,222	59,678	65,612	70,178
	(Y) 53,411				
	(Z) 56,222				

- 5.02** All full teaching months of full-time, or part-time pro-rata, experience with a school board operated under the authority of the Acts and Regulations of the Ministry of Education Ontario, but excluding occasional supply or occasional extended teaching experience, shall be recognized for placement on the "Basic Salary Schedule" up to maximum.
- 5.03** Teaching experience other than that stipulated in Section 5.02 may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director or designate.
- 5.04** For purposes of placement on the "Basic Salary Schedule" a full year of teaching experience shall be ten (10) full teaching months being the months from September to June inclusive.
- 5.05** Recognition of teaching experience on the "Basic Salary Schedule" shall be subject to the teacher providing documentation of experience satisfactory to the Director or designate.

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES [Cont.]

- 5.06 (a) Facilitators' Allowance**
A Facilitator will be paid in accordance with the salary grid set out in Section 5.01 plus a responsibility allowance of **\$2,497**. The responsibility allowance for teachers serving as Facilitators on a part-time basis shall be **pro-rated** in accordance with the time assigned to the Facilitator role.
- (b) Education Officer/Administrative Officer**
A teacher seconded into a position as an Education Officer or Administrative Officer will be paid at a level which will not be less than what she or he would have earned had she or he not been seconded. In any event, the salary will not be less than the **first-year** base rate for a vice-principal.
- 5.06 (c)** In the event that the Board wishes to revise or rename an existing position, or create a new position of added responsibility in the bargaining unit, with the result that an existing allowance is to be revised or a new allowance is to be established, the allowance for such position shall be negotiated between the Board and the Negotiating Committee of the Bargaining Unit to a point of mutual agreement. Until such time as agreement is reached, the situation shall, for the balance of the term of the agreement, remain status quo.
- 5.07** During the term of this Collective Agreement, teachers employed as Facilitators shall continue to be available on request for consultation and planning at times of mutual convenience.
- 5.08 Special Mileage Allowance**
A teacher who is assigned to two or more schools and must travel to two or more schools in the course of her or his duties during a school day will be paid mileage in accordance with Board Policy.
- 5.09 Allowance for Post Graduate Degrees**
- (a)** An allowance of **\$925** for one **(1)** recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Director or designate to a member of the teaching staff in addition to the salary paid on the Basic Salary Schedule.
- This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the Basic Salary Schedule in accordance with Article 4 of this Agreement.
- (b)** An additional allowance of **\$580** for a second recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Director or designate. This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the Basic Salary Schedule in accordance with Article 4 of this Agreement.
- (c)** To receive the allowance for a post-baccalaureate degree, the teacher must submit appropriate supporting documentation to the Superintendent of **Education/Employee Relations** or designate.

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES [Cont.]

5.10 Rate for Part-Time Teachers

A part-time teacher shall be paid at the rate of salary based on category and appropriate allowances for teaching experience and post graduate degree(s) which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

ARTICLE 6 - METHOD OF PAYMENT

6.01 Salaries will be paid at the rate of 4% commencing the first banking day in September, followed by 4% on a bi-weekly basis from the third Wednesday following Labour Day and continuing until the last teaching day in June when the balance owing shall be paid in one sum. Where the last normal Wednesday pay date in June is not the last teaching day in June, the final pay date in June will be adjusted to the last teaching day.

6.02 The Board agrees to pay all teachers covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to teachers by implementing a direct deposit electronic transfer payroll system and that its obligation to teachers on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

This system is conditional upon 100% teacher participation in the direct deposit payroll electronic transfer system.

Newly-hired teachers will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts on the date their employment contracts are signed or at least fifteen school days prior to their first pay day. Teachers will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen school days prior to a pay day for the changes to be made for that pay day. Where there is insufficient information provided to allow a direct deposit to be made, the teacher's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from a teacher's salary if the Board is required to perform administrative work not otherwise required but for the teacher's acts or omissions respecting the teacher's direct deposit responsibilities.

6.03 Modified School Year

With the exception of Article 6 - Method of Payment, all entitlements in the collective agreement will apply in the same fashion and be appropriately administered for teachers who work on the modified school year calendar as for teachers on the regular school year calendar.

Teachers entering or transferring from this modified school year programme, during the course of a school year, shall be paid their normal annual grid salary plus any applicable allowances (pro-rated for part-time teachers), for that school year, regardless of the total number of instructional days which result from combining these two calendars.

6.04 Employment Insurance Rebate

It is agreed that the Teachers' share of the E.I. premium reduction rebates will be credited for their benefit in relation to benefit improvements.

ARTICLE 7 - BENEFITS

7.01 Benefits For Full-Time Teachers:

The Board will assume **80%** of the premium rates for the coverage of benefits under the following:

- (a) Group Life Insurance (3times earnings to a maximum of **\$215,000** for Facilitators, and **\$200,000** for Teachers)
- (b) Accidental Death and Dismemberment
- (c) Effective January **1,2001**:

Medical/Dental - \$10.00 (single)/\$20.00 (family) deductible, 2000 O.D.A. rates with 9 month recall;

Vision Care Plan to provide up to **\$250** in any consecutive **24** month period for prescription glasses/contact lenses.

The dispensing fee is capped at **\$8.00/prescription**.

Other changes:

- prescription only and mandatory generic drug coverage;
- private duty nursing up to **\$25,000.00** per **3** years;
- dental scaling - maximum **8** units per year;
- no fluoride coverage for persons older than **18** years;
- no oral hygiene instruction for persons older than **18** years;
- surgical hose (Prescription only)
- semi-private hospital coverage

- (D) The teachers will assume **100%** of the premium rates for the coverage of benefits under the following:

Long-Term Disability (maximum monthly payment is \$5,000.00)

Coverage under (a), (b), and (d) is a condition of employment. Coverage under item (c) is in accordance with the terms of the policy with **ManuLife** Financial or an equivalent policy with another company. For eligible expense coverage consult your Group Insurance Plan booklet or the Master Policy.

The **E.T.F.O.** agrees that issues arising from administration, application, interpretation and implementation of the terms of the Long-Term Disability policy, including determination by the insurer of eligibility for or denial of a claim, are not the responsibility of the Board, and may not be the subject of a grievance or arbitration.

7.02 Benefits For Part-Time Teachers:

A part-time teacher, teaching at least half-time, shall be eligible to participate in the benefit plan provided in **7.01**, the cost of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

ARTICLE 8 - ALLOCATION OF STAFF

8.01 Staff allocations to schools shall be made by the Superintendent of **Education/Operations** in consultation with the Superintendents of **Education/Area** and Principals.

8.02 Part-Time Teachers

Part-time teachers may apply and be considered for any available full-time position so long as:

- (a) they are qualified for the position for which they are applying;
- (b) there is no surplus or redundant teacher currently within the elementary panel;
- (c) the expansion of the teacher's assignment to full-time does not cause another teacher to become surplus or redundant.

If more than one part-time teacher applies for such an assignment, the part-time teacher with the greatest seniority will be given preference over other part-time applicants. This does not preclude full-time teachers applying and being considered with the part-time teacher who has received preference for consideration for the posted position. The selection of the successful applicant, if any, shall rest with the Board.

Part-time teachers shall be considered for full-time vacancies before any teachers are hired from outside the elementary panel of the Durham District School Board.

8.03 Regional Staffing Committee

It is the intention of the Board that the Director is responsible to see that staff is allocated equitably, and in co-operation with Board administrators and teacher representatives. Accordingly, a Regional Staffing Committee will be established and shall consist of:

- 1** Superintendent of **Education/Operations**;
- 1** Education Officer;
- 1** Board administrator;
- 1** Bargaining Unit President and **2** other Bargaining Unit members

The process shall be by consensus, and the Committee shall meet to:

- (a) Review staffing allocation as of September **30**, including the monitoring of the average elementary class sizes as set out in the collective agreement;
- (b) Make agreed recommendations by October **15** for staffing adjustments;
- (c) Provide information to the Union upon request with respect to the staff allocation model for the following year;
- (d) Review the present implementation of the current class size guidelines for regular classes and the impact of integration of Special Education students;
- (e) Review the staff allocation to special program needs;
- (f) Attempt to resolve all issues regarding class size within **20** school days of notification by the Bargaining Unit;
- (g) Monitor the allocation of teacher-librarians based on provincial funding guidelines;
- (h) Monitor the allocation of Special Education Resource Teachers; and
- (i) Review the placement of surplus teachers after the transfer process has been completed.

ARTICLE 8 - ALLOCATION OF STAFF (Cont.)

8.04 Class Size Guidelines

Effective August 31, 2001 the following class size maxima are in effect;

JK	26
SK	26
1	27
1-2	26
2	29
2-3	29
3	30
3-4	29
4	34
4-5	33
5	34
5-6	33
6	34
6-7	33
7	36
7-8	35
8	36

Note 1: Integration of special needs students shall not result in any piercing of the maxima. integration refers to identified students who are placed in a self-contained special education class and spend any portion of a school day on a regular basis in a regular class.

Note 2: Due to various anomalies, exceptions to the class size guidelines will be made only as agreed by the Board and the Union.

ARTICLE 9 - LEAVE PLANS

9.01 Cumulative Sick Leave Plan

1. The Board shall have the power to do and perform all things necessary for the conduct of the sick leave plan including the power, subject to the teachers' right to grieve, to allow or disallow any sick leave credits or deductions under this system.
2. The Board shall keep a record in which shall be entered the credits, the accumulated credits, and deductions, and in September of each year shall forward to each employee a statement of the days accumulated as of the previous June 30.
3. In case of dispute with respect to credits or deductions therefrom under the system, the appropriate grievance procedure shall be followed.
4. (a) Each eligible teaching employee shall be entitled to have all of the unused portion of the teacher's annual statutory sick leave of twenty (20) days transferred at the end of the current school year to the teacher's accumulated sick leave account.

(b) At the beginning of a full-time teacher's probationary or permanent employment with the Board (or that of a part-time teacher, **pro-rata**) which commences after the beginning of the school year, that teacher shall receive sick leave credits for each full month of employment proportionate to the working year remaining. Where that teacher's employment commences other than at the beginning of a given month, sick leave credits for that month shall be determined as follows:

Where 1 to 5 instructional days have passed:	1.5 sick days
Where 6 to 10 instructional days have passed:	1.0 sick days
Where 11 to 15 instructional days have passed:	.5 sick days
Where 16+ instructional days have passed:	0 sick days
5. The maximum accumulation of unused yearly sick leave credits shall be **260 days**.
6. After the sick leave of **20** days has been used in any school year, a teacher shall receive pay for absence caused by sickness up to the amount of this accumulated sick leave account.
7. When an account has been completely expended, no further payment will be made for absence due to personal illness until the account has been credited for the next year, unless deemed otherwise by the Board.
8. **Incoming** teachers who carry with them accumulations of unused sick leave from other Ontario Boards of Education will be credited with **100%** of such accumulations up to a maximum accumulation of **260** days.
9. Any teacher whose period of service has been broken by resignation, and who subsequently is re-employed without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated, shall have placed in the teacher's sick leave account the number of unused sick leave credits held at the time of resigning.
10. Where a teacher ceases to be employed by the Board, the number of credits standing to the teacher's account under the Plan shall be reduced by two credits for each full month remaining in the working year of such employee.

ARTICLE NINE (9) - LEAVE PLANS (Cont.)

9.01

'1. Deductions

(a) To be eligible for a leave with pay due to absence caused by sickness, an employee shall be required to produce a certificate of a Physician or Dentist if requested, and certifying to the inability of the teacher to attend to her/his other duties.

(b) On each occasion where a combined pregnancy and parental leave has been extended or where a parental leave without a pregnancy leave has been extended, there will be no loss of accumulated retirement gratuity credits, accumulated seniority or accumulated sick leave credits.

(c) In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of absence to be charged against the account shall be reduced to give effect only to the net salary paid by the Board. The award of the Compensation Board for loss of wages, together with the supplementation of the Board, will equal 100% of the teacher's regular wage, after normal income tax deductions, considering the tax free status of Workers' Compensation income.

12. In the event that a teacher draws upon sick leave credits from the account due to the negligence of another party and such teacher commences a civil action for damages, any monies received, in lieu of loss of wages, as a result of such claim shall be turned over to the Board and the Board will re-instate the appropriate number of sick leave credits to the teacher.

13. Items Not Chargeable to Sick Leave

(a) Absence, with pay, occasioned through quarantine of a school by the appropriate Medical Officer of Health, although not ill; jury duty or in response to a subpoena to attend Court provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses received as a juror or as a witness; writing examinations; or attending one's own graduation should not be chargeable against the sick leave account.

(b) (i) Up to five (5) days' leave of absence, with pay, will be allowed to a teacher of the Board for the purpose of attending the funeral of a member of the teacher's immediate family. Immediate members of the family include the following: spouse, child, parent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparent.

(ii) For the purpose of sub-paragraph (i) hereof, "spouse" shall include a person with whom the teacher lives as though married, "parent" shall include a person who is in the position of a parent to the teacher, and "child" shall include a person to whom the teacher stands in the position of parent.

14. Special Cases Chargeable to Sick Leave

The Superintendent of Education/Operations shall have authority to grant leave of absence, with pay, for periods up to three (3) working days in any one year for special or compassionate reasons.

9.02 Retirement Gratuity Plan

(a) A teacher with a minimum of ten (10) continuous years' service with the Board or a predecessor thereof, to the date of retirement shall be granted a gratuity based on the accumulated yearly credits and the highest annual salary during the five (5) years prior to retirement.

(b) Only credits earned by the teacher during employment by the Board or a predecessor thereof shall be used in the calculation of the gratuity.

(c) Credits will be accumulated as follows:

1. Each teacher will be given a credit of 2% for each year's service with the Board or a predecessor thereof prior to September 1973.

ARTICLE 9 - LEAVE PLANS (Cont.)

- 9.02 2. Commencing in September 1973, a teacher will be given a percentage credit for each year of service with the Durham District School Board or a predecessor thereof based on the following table:

Percentage Credits to be Added

Sick Leave Credits Unused

at the End of Each

Individual Year

20

19

18

17

16

15

14

13

12

11

10

9

8

7

6

5

4

3

2

1

0

to an Employee's Accumulated

Credits at the End of Each

Individual Year

2.0 percent

2.0

2.0

2.0

2.0

2.0

1.9

1.8

1.7

1.6

1.5

1.4

1.3

1.2

1.1

1.0

0.8

0.6

0.4

0.2

0.0

3. The teacher's accumulated credits at the end of each year shall not be reduced.
4. A teacher can accumulate a maximum credit of 50 percent for service with the Board or a predecessor thereof.
5. Teachers who have been absent in excess of ten (10) consecutive school days in any one year shall be granted a gratuity credit of up to 2 percent in any one year to a maximum of 5 percent at retirement.
6. The Retirement Gratuity Plan Calculation
 - (i) The total percentage credit in an employee's account.
 - (ii) The highest annual salary during the five years prior to retirement.

Example:

 - A. Teacher with 50 percent credit accumulation and salary of \$16,000. at retirement: $\$16,000 \times \frac{50}{100} = \$8,000.$
 - B. Teacher with 16.5 percent credit accumulation and salary of \$16,000. at retirement: $\$16,000 \times \frac{16.5}{100} = \$2,640.$
- (d) The Director shall keep or cause to be kept, a record in which shall be entered the credits for each year and the accumulated credits to date. In September of every year, each teacher shall receive a statement of accumulated credits in the plan as of the previous June 30. The teacher will have until October 31 to notify the Superintendent of Education/Employee Relations or designate of any disagreement with the balance shown on the statement. After that date the balance will be considered as correct and no changes will be made.

ARTICLE 9 - LEAVE PLANS (Cont.)

- 9.02 (e) It is the responsibility of the teacher to make written application for the retirement gratuity and to submit evidence that application has been made and a pension from the Ontario Teachers' Pension Plan Board will be received immediately upon

retirement from the Board. The retirement gratuity benefit is not severance pay. It is understood that a retirement gratuity will only be paid to a teacher who is retiring from the teaching profession on pension, and is not payable to a teacher who opts to take the commuted value of his or her pension contributions.

- (f) A part year will be pro-rated on the foregoing table.
- (g) This gratuity will be paid in one sum during the month of April following retirement, or in June of the year of retirement if the Board is so advised before December 31 of the preceding year.
- (h) In the event of the death of a teacher, either before or after retirement, but before receiving the benefits as provided in this plan, such benefits shall be paid to the estate.
- (i) A retiring teacher, as referred to in this plan, is interpreted as being one who ceases to be employed by the Board, and has made application for, and will be receiving a pension from the Ontario Teachers' Pension Plan Board immediately upon retirement from the Board. The retirement gratuity benefit is not severance pay. It is understood that a retirement gratuity will only be paid to a teacher who is retiring from the Board and from the teaching profession on pension, and is not payable to a teacher who opts to take the commuted value of his or her pension contributions.

9.03 Other Leaves of Absence

A. With Full Salary

On recommendation of the Director, the Board may grant a member of the staff a leave of absence from regular duties for stated periods of time for special or compassionate reasons justifying a longer leave than that provided for in the Cumulative Sick Leave Plan for elementary School Teachers, article 9.01 14. The length of such leave, if approved, shall be determined by the particular circumstances for which the leave is granted, and it shall be the responsibility of the teacher to provide the Board with necessary information in support of the request. Approval or denial of such leave is in the sole discretion of the Board.

B. Leaves for Federation Business

1. Bargaining Unit Officers

The Board agrees to grant full-time leave for Union business to the Bargaining Unit President and the 1st and 2nd Vice-presidents, who shall be entitled to 100% credit for teaching experience and seniority for the duration of the leave, and to the benefits described in 7.01 and 9.01 - Cumulative Sick Leave Plan. The President shall notify the Board whenever sick days are used so the accumulated sick leave account can be adjusted accordingly. The Bargaining Unit will reimburse the Board for the full cost of employee benefit coverage, the full cost of any monetary payments or benefits payable to the President and 1st Vice-president, separate and apart from the basic salary schedule and the salary cost of the replacement teacher, which shall be defined as the lesser of the average of the Basic Salary Schedule as of September 30 each year pro-rated for teachers on leave for less than a normal full-time teaching load, or the actual salary of the Bargaining Unit President and 1st Vice President. The Union will reimburse the Board for the full cost of salary and benefits for the 2nd Vice-president.

ARTICLE 9 - LEAVE PLANS (Cont.)

9.03 2. Time Off for Teacher Bargainers

Time off with pay shall be granted to the Chief Negotiator, a Chairperson of the Collective Bargaining Committee, and up to six (6) other teachers for the purpose of meeting with the Board in direct negotiations. The Bargaining Unit will reimburse

the Board for the cost of occasional teacher replacements.

9.03 C. Without Pay

The Superintendent of **Education/Operations** may grant leave of absence without pay for up to one year, to members of staff, for such purposes as the following:

1. Work Experience (excludes teaching with another school board but does not exclude temporary secondment for special projects which may include some teaching time)
2. Special Request in exceptional circumstances.
3. Union Business

D. Return From Leave

Teachers who return from a leave of absence of two years or less, or from a secondment or Union leave, will be entitled to return to their original school, provided they indicate a wish to do so prior to the deadline specified in the Transfer and Redundancy Procedure.

9.04 Parental Leave Policy

A. Pregnancy Leave

Pregnancy leave of up to seventeen **(17)** weeks without pay shall be granted to a teacher who has worked for the Board for at least thirteen (13) weeks as follows:

- (a) Pregnancy leave shall be for a seventeen **(17)** week period or such shorter period as the teacher may request.
- (b) Pregnancy leave shall commence during the period of eleven **(11)** weeks immediately preceding the estimated date of delivery for teachers who do not take a parental leave. In cases where the teacher will also take parental leave, the pregnancy leave may commence no earlier than seventeen **(17)** weeks before the expected birth date.
- (c) A teacher must give the Board at least two weeks written notice of the date the pregnancy leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) The pregnancy leave may end earlier than planned if the teacher gives the Board four **(4)** weeks written notice before the desired date of return.
- (e) The Board may require a teacher to commence a pregnancy leave at such time as the duties of her position cannot reasonably be performed by a pregnant woman or the performance of her work is materially affected by the pregnancy or where there are reasonable grounds to conclude that there is an immediate and apparent risk to the teacher or her unborn child in the workplace or as a result of the teacher performing her assigned duties.
In any of these circumstances, and prior to a final decision respecting the commencement of the leave by the Board, the principal will endeavor to reassign the teacher in the school or accommodate her in her teaching assignment taking program needs into consideration.

ARTICLE 9 - LEAVE PLANS (Cont.)

- 9.04 (f) At the termination of the pregnancy leave period the onus is on the teacher to report in writing her readiness to resume duties.

9.04 B. Parental Leave

Parental leave without pay shall be granted to a teacher who has worked for the Board at least thirteen **(13)** weeks as follows:

- (a) Parental leave shall be for a **thirty-five (35)** week period or such shorter period as the teacher may request.
 - (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
 - (c) Parental leave may begin no more than **thirty-five** weeks after the child is born or comes into the custody, care and control of a parent for the first time.
 - (d) Where possible, the teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
 - (e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
 - (f) It is understood and agreed that the teacher will give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.
- C. Provisions Applicable to Both Pregnancy and Parental Leave**
- (a) Seniority and credit for teaching experience continue to accrue during pregnancy or parental leave
 - (b) During pregnancy or parental leave, the Board shall continue to make its contributions for the benefit plans provided under Article 7 unless the teacher indicates in writing that the teacher does not intend to pay the teacher's contributions or the teacher fails to make such contributions by way of **post-dated** cheques provided to the Board at the commencement of the leave.
 - (c) A teacher who continues on parental leave, where such leave has been extended, shall have the option to continue benefit coverage under Article 7 by assuming full premium cost (100%) for the period of the leave extension provided the terms and conditions of the master insurance policies allow for such coverage.
 - (d) No teacher shall expect to extend a combined pregnancy and parental leave beyond a two (2) year period. Parental leave, without a pregnancy leave, may only be extended as approved by the Board for up to a maximum of **69** additional weeks [two years minus **35** weeks (**17** weeks pregnancy leave plus **18** weeks parental leave)]. A resignation shall be tendered and any subsequent re-employment would occur through regular hiring procedures if an absence should be in excess of the periods of extension set out above.

ARTICLE 9 - LEAVE PLANS [Cont.]

- 9.04** (e) Salary shall be paid in accordance with the proportion of the year taught.
- (f) A teacher who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article **9.01**. A teacher on pregnancy or parental leave is not entitled to sick leave pay.
- (g) A teacher may be required to submit a written statement of intent to return to work at the end of pregnancy or parental leave.
- 9.04 C.** (h) A teacher returning from a pregnancy leave or a parental leave in the

same school year in which the leave was commenced shall return to the position held prior to commencement of the leave.

- (i) A teacher who returns from a pregnancy leave or parental leave of two years or less will be entitled to return to her or his original school, provided she or he indicates a wish to do so prior to the deadline specified in the Transfer and Redundancy Procedure.

D. Supplemental Unemployment Benefits (SUB) Plan

It is understood by both parties to this Agreement that the SUB Plan set out herein is based upon and is subject to Employment Insurance (E. I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these SUB provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

- 1. The object of this SUB Plan is to supplement the E. I. benefits received by Teachers from the Canada Employment and Immigration Commission for temporary unemployment caused by pregnancy leave or parental leave for the purpose of adoption.
- 2. Only Teachers covered by this Collective Agreement are covered by this Plan.
- 3. The other requirements for receipt of SUB are:
 - (a) the Teacher must be eligible to receive E. I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (b) an application for SUB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide verification of approval of the E. I. claim by submitting her/his benefit stubs or by obtaining a computer print-out from the Commission;
 - (c) the Teacher shall sign an agreement with the Board indicating:
 - (i) that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
 - (ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SUB Plan.

ARTICLE 9 - LEAVE PLANS (Cont.)

- 9.04 4** A Teacher must have applied for and be in receipt of E. I. benefits before a SUB becomes payable.
- 5. A Teacher disentitled or disqualified from receiving E. I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the Teacher has applied for and is in receipt of E. I. benefits.
- 6. A Teacher shall not have the right to a SUB payment except for supplementation of E. I. benefits for the unemployment period as specified by this Plan.
- 7. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of the

SUB, E. I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings consistent with the Canada Employment and Immigration Commission regulations.

8. The two-week waiting period before E. I. benefits commence is the maximum number of weeks for which a SUB is payable.
9. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under this Plan.
10. This Plan shall be in effect for the duration of the Collective Agreement.

ARTICLE 10 - PROCEDURE FOR THE RESOLUTION OF GRIEVANCES

ARISING DURING THE TERM OF THE AGREEMENT

- 10.01 In this Agreement, "grievance" means any dispute as to the interpretation, application, administration, or alleged violation of the terms of this Agreement including the question as to whether or not the matter is arbitrable. The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the times stipulated shall be deemed a withdrawal or settlement of the grievance. Failure to respond within the times stipulated shall allow the grieving party to proceed to the next step.
- 10.02 Despite the reference to "regular school days" in determining time limits for filing or advancing a grievance through the Grievance Procedure, it is understood that a grievance must be filed and advanced at least to Step II within one month of the end of the school year within which the occurrence or origination of the circumstances giving rise to the complaint arose.
- 10.03 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Bargaining Unit.

10.04 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Bargaining Unit.

10.05 Step I

A teacher who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall inform the Principal and/or appropriate Superintendent of **Education/Area**. Such a complaint shall be brought to the attention of the Principal and/or appropriate Superintendent of **Education/Area**, stating, in writing, the specific clauses being contravened, within ten (10) regular school days of the occurrence or origination of the circumstances giving rise to the complaint. The Principal or Superintendent of **Education/Area** shall, within five (5) school days, attempt to resolve the complaint informally at a mutually agreed upon time. The teacher may have the assistance of the Bargaining Unit President or Grievance Officer.

The Principal shall consult with and may seek the assistance of the appropriate Superintendent of **Education/Area** (or designate) should there be an informal meeting. Notwithstanding the above, the Superintendent's (or designate's) and the Principal's answer shall be forwarded to the teacher not later than ten (10) regular school days after receiving the complaint in writing.

10.06 Step II

Should the teacher be dissatisfied with the answer received at Step I, or should the Principal or appropriate Superintendent of **Education/Area** fail to submit the answer within the time stipulated, the Bargaining Unit, through a recognized officer, may submit a grievance in writing to the Superintendent of **Education/Employee Relations** stating the facts on which the grievance is based, a notation of the sections of the Agreement claimed to have been violated, and the remedy requested.

ARTICLE 10 - PROCEDURE FOR THE RESOLUTION OF GRIEVANCES ARISING DURING THE TERM OF THE AGREEMENT (Cont.)

10.06 It shall be submitted no later than five (5) regular school days following receipt of the answer at Step I and, in any event, no later than thirty (30) regular school days following the date on which the facts giving rise to the grievance arose. The Superintendent of **Education/Employee Relations** shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of **Education/Employee Relations** or designate, and any other administrative staff representatives the Superintendent of **Education/Employee Relations** may choose to be present together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative.

The grievor may attend at the request of either party. The Superintendent of **Education/Employee Relations** or designate, in consultation with the Director of Education, shall answer the grievance in writing and submit each answer to the President of the Bargaining Unit or designate no later than ten (10) regular school days from the date of the meeting.

10.07 Group Grievance

In the event that the rights of two (2) or more teachers are alleged to have been violated in circumstances which involve the same basic set of facts, the Bargaining Unit, on behalf of the employees involved, may initiate a Group Grievance in writing at Step II within no later than eighteen (18) regular school days of the incident or circumstances giving rise to the grievance.

The Superintendent of **Education/Employee Relations** shall arrange, within five (5) regular

school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of **Education/Employee** Relations or designate, and any other administrative staff representative the Superintendent of **Education/Employee** Relations may choose to be present together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative. The Superintendent of **Education/Employee** Relations or designate, in consultation with the Director of Education, shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

10.08 Policy Grievance

Where the Board or the Bargaining Unit alleges that its rights as a party to the Collective Agreement have been directly violated, as opposed to the rights of an individual teacher, a policy grievance may be initiated at Step II. The Board shall initiate policy grievances by writing to the President of the Bargaining Unit and the Bargaining Unit shall initiate policy grievances by writing to the Superintendent of **Education/Employee** Relations within ten (10) regular school days of the incident or circumstances giving rise to the grievance.

Such written policy grievance must contain particulars of the incident giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, the date of the alleged violation and the remedy requested. The parties shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time, and written reply shall be provided by the party who has received the grievance within ten (10) school days of the meeting.

ARTICLE 10 - PROCEDURE FOR THE RESOLUTION OF GRIEVANCES ARISING DURING THE TERM OF THE AGREEMENT (Cont.)

10.09 Arbitration

Should the grievance be unresolved following receipt of the answer at Step II, or should such answer not be given within the required time, either the Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) regular school days after the expiry of the Step II time limit.

- (a) When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within five (5) regular school days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.
- (b) In any particular grievance either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration. The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. The Chair may be a person from the agreed list, although that is not required. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Ontario Ministry of Labour upon the request of either party.
- (c) An arbitrator will attempt to render a decision, where feasible, within thirty (30) calendar

days of the completion of the hearing.

- (d) An arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- (e) No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
- (f) The provisions of **10.08 (c), (d)** and (e) above, related to a single arbitrator, shall similarly apply to an Arbitration Board.
- (g) The decision of the arbitrator shall be final and binding upon the parties to this Agreement. Where a grievance is heard by an Arbitration Board rather than by a single arbitrator, should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.
- (h) Each of the parties, being the Board and the Bargaining Unit, shall be responsible for the fees and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each of the parties, being the Board and the Bargaining Unit shall be responsible for the fees and expenses of its own nominee, and the parties shall share equally the fees and expenses of the Chairperson.

10.10 Except by mutual agreement, all meetings in the course of the grievance procedure, other than arbitration hearings, shall be held outside school hours.

ARTICLE 11 - UNION DUES

11.01 On each pay date on which a teacher is paid, the Board will deduct from his or her pay the regular E.T.F.O. Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change. It is understood that SUB payments do not constitute any part of a teacher's pay for purposes of dues deduction.

11.02 E.T.F.O. dues deducted in accordance with **11.01** above shall be remitted to the attention of the Treasurer of E.T.F.O. at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their Social Insurance Numbers, their individual salaries for the period, and the amount deducted.

11.03 Any monies deducted under **11.01** and **11.02** above shall be reflected as a dues deduction on teachers' T4 slips.

11.04 The E.T.F.O. shall indemnify the Board and save it harmless from all costs, losses, suits, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not in any way responsible for reconciling amounts due or deducted, but, upon request by the Union, will correct the future deduction status for a teacher.

11.05 The Board will deduct and remit professional fees to the Ontario College of Teachers in accordance with enabling legislation/regulation. The letter sent to each teacher granting him or her a leave of absence shall include a reminder that it is the teacher's responsibility to remit fees directly to the College of Teachers.

ARTICLE 12 - SENIORITY

12.01 All members of the Bargaining Unit covered by this Collective Agreement shall be placed on a seniority list.

12.02 (a) Total years of seniority shall be determined by the total number of years of continuous employment in the elementary panel with the Board and its predecessor boards and in accordance with the provisions of the Collective Agreement. Continuous

employment shall not be considered as interrupted for any teacher who has had interim secondary experience with the Board or its predecessor boards.

(b) Accrued seniority for part-time teachers shall be **pro-rated** in the same ratio as part-time employment bears to full-time employment. Such part-time employment shall be deemed to be continuous subject to Section **12.02** (a) above.

(c) Effective September **1, 1995**, a teacher will accumulate seniority while on long-term disability. There will be no retroactive credit for periods of long-term disability prior to September **1, 1995**. Seniority accrued while receiving **L.T.D.** benefits will be credited to the teacher upon the teacher's return to their regular employment status.

12.03 In the event of redundancy, where a tie exists in placement on the Seniority List, the following steps shall be followed to determine position:

(a) First total years of elementary teaching experience with the Board and its predecessor boards, then,

(b) Total years of teaching experience with the Board and its predecessor boards, then,

(c) Total years of teaching experience in Ontario, then,

(d) Total years of teaching experience in Canada, then,

(e) Total years of teaching experience, as recognized for placement on the salary schedule, then,

(f) By lot conducted jointly by the Director and the President of the Bargaining Unit.

ARTICLE 12 - SENIORITY (Cont.)

12.04 On or before November **1** of each year, a master Seniority List as of June **30** immediately preceding, shall be drawn up by the Board and shall be posted in each school or place of employment and furnished to the Bargaining Unit. The list shall depict the seniority status of each member of the Bargaining Unit covered by this Collective Agreement in decreasing order of their respective seniority in accordance with Section **12.02**.

12.05 On or before April **15** of each year, the Master Seniority List shall be reviewed and amended by attaching additions and seniority as of June **30** immediately preceding to the list - if seniority is to be used as a result of an expected surplus and redundancy situation. Notice of such Master Seniority List Amendment shall be posted in each school or place of employment. Such amendments shall be subject to Section **12.06** (a) and (b).

12.06 Seniority of full-time and part-time teachers hired subsequent to the June **30th** date set out in **12.04** and **12.05**, above, shall show as "**0** years" for the purposes of the master seniority list, with the appropriate amount of time worked in that year being credited toward the "tie breakers" as set out in paragraph **12.03** above.

12.07 (a) Within twenty (20) days of the posting of the Master Seniority List Amendment referred to in Section **12.05**, each member of the Bargaining Unit shall have the right to contest the accuracy of the dates in the posted Amendment failing which the teacher shall have no further complaint respecting seniority status.

Teachers on leave from the Board during the twenty (**20**) day period of the posting shall have twenty (**20**) days after their return from leave to contest the accuracy of the Master Seniority List Amendment which was posted during their leave of absence.

(b) Should a teacher question the accuracy of seniority status, as depicted on the Master Seniority List, the teacher shall notify the Bargaining Unit and the Board in writing to this effect. The Parties shall meet within five (5) teaching days after the Board receives or may reasonably be expected to have received any such written notification to review this matter.

ARTICLE 13 - REDUNDANCY

- 13.01** In the event that there are redundant teachers within the Board due to reduced enrolment, program changes or changes in the Board's jurisdiction, the following principles shall apply:
- (a) Redundant positions will be determined on a **system-wide** basis.
 - (b) Every effort shall be made to absorb the redundant teachers through the process of attrition as a result of normal resignations, retirements **and/or** leaves of absence;
 - (c) If it is not possible to place redundant staff, reductions shall be made on the basis of seniority as determined by Article **12** of this Agreement;
 - (d) Teachers who are redundant shall be notified in writing by May **31**.
- 13.02** Should a permanent teacher be declared redundant, either of the following options shall be chosen by the teacher at the time of being declared redundant:

ARTICLE 13 - REDUNDANCY (Cont.)

- 13.02** OPTION "A"
- a) have the privilege of being placed on the regular supply teacher list for the family of schools from which the teacher last served and shall receive a priority in call for a position within the Board for two **(2)** years from the date of having been declared redundant;
 - b) have the privilege of up to two **(2)** years from the date of being declared redundant of being rehired without loss of seniority attained at the time of being declared redundant in priority to any new teachers save and except other persons having been declared redundant by the Board who have greater seniority at the time the position becomes available.
- Such a teacher shall keep the Manager of Employee **Relations/Services** advised of any change of address; and written notification of any position shall be deemed to be received by such teacher within four (4) days of having been sent by prepaid registered mail to the last known address of the teacher in the records of the Manager of Employee **Relations/Services** and such position shall be deemed to have been refused by such teacher if no acceptance of the position is communicated to the Superintendent of **Education/Operations** within eleven **(11)** days of the notice having been mailed (including the date of mailing). In the event that a teacher refuses or is deemed to have refused a permanent position, the teacher shall no longer have the protection of this Article of the Agreement;
- c) receiving the protection provided under Section **7.01 (c) (Medical/Dental)** for a period of three **(3)** months from the date of being declared redundant.
- 13.02** OPTION "B"
- Taking in addition to any other benefits to which the teacher may be entitled under the terms of this agreement, a termination allowance equal to **30%** of annual salary, including any special allowances, at the time of being declared redundant and such teacher shall have the protection provided under Section **7.01 (c) (Medical/Dental)** for a period of three **(3)** months from the date of being declared redundant.
- 13.03** Should a probationary teacher be declared redundant, the teacher shall only be entitled to

Option A, provided under Section 13.02.

- 3.04** A teacher shall be rehired on a basis to which she or he would have been entitled had he or she not been declared redundant.

ARTICLE 14 - PREPAID LEAVE PLAN

- 14.01** The Prepaid Leave Plan (hereinafter called the Plan) exists to enable up to twenty (20) teachers, in any given year, to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary in an agreed upon number of years prior to the year of the leave. The Board reserves the right to limit the number of teachers in any one year to take a leave from a school or a subject area.
- 14.02** Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article.

ARTICLE 14 - PREPAID LEAVE PLAN (Cont.)

- 14.03** The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- (a) One (1) year deferral of one-third of annual salary followed by one (1) year of leave;
 - (b) Two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave;
 - (c) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
 - (d) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;
 - (e) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- 14.04** In each year of the Plan preceding the year of the leave, the teacher will be paid a reduced percentage, in accordance with the terms selected above, of that teacher's regular grid salary plus all allowances. Teacher benefits will be calculated according to the terms of the current Collective Agreement between the Board and the Bargaining Unit based upon the teacher's annual salary rate had the teacher not participated in the Plan.
- 14.05** Pension contributions shall be made in each year of the Plan and shall be calculated as if the full salary and allowances were received by the teacher participating in the Plan. During the year of the leave, all contributions to the Teachers' Pension Plan shall be paid by automatic debit from the teacher's bank account. It will be the responsibility of the teacher to ensure adequate funds in the account, and that necessary and sufficient information is provided to the Board to set up the automatic debit. It is also the responsibility of the teacher to ensure that all such information is up-dated as necessary, and current.
- 14.06** The provisions of the Plan are subject to the regulations governing the Ontario Teachers' Pension Plan Board and Revenue Canada, which may be amended from time to time.

- 14.07** A teacher returning to duty after leave shall, subject to the provisions of the Administrative Procedure for the Transfer and Redundancy of Elementary School Teachers, be reinstated to a similar position held prior to the leave unless otherwise mutually agreed upon in writing between the teacher and the Board, with no loss of seniority, allowances or teacher benefits accrued to the commencement of the leave. Seniority shall accumulate during the year of leave only for the purpose of redundancy. The year of leave shall not count as a year of experience for placement on the grid.
- 14.08** Leaves may be deferred for one year under circumstances which do not permit the leave to be taken at the time originally contemplated. If deferral results in the leave being taken later than originally intended, any monies accumulated shall remain in the Plan.
- 14.09** The one **(1)** year period of leave shall be the period from September **1** to the following August **31** inclusive, or such other twelve **(12)** month period as may be mutually agreed.
- 14.10** Conditions
- (a) By January **15** in any school year, a teacher qualified as in Section **14.02** above, shall submit to the Superintendent of **Education/Operations** a completed application form for participation in the Plan setting out the deferral program and the payment option proposed.
 - (b) The Superintendent of **Education/Operations** shall forward a written acceptance, or denial with explanation, to the teacher by March **1** of the school year in which the request is made.

ARTICLE 14 - PREPAID LEAVE PLAN (Cont.)

- 14.10** (c) A denial may be appealed to a Committee of four **(4)**, consisting of the Director or designate, two **(2)** members of the Bargaining Unit and one **(1)** Trustee. The decision of the appeal committee shall be final.
- 14.11** Following Board approval, the teacher and the Board shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions of this Article. This may be amended by mutual agreement in writing prior to March **1** of any year and in accordance with the terms of the Plan.
- 14.12** A teacher who applies for a leave and is granted a leave shall have the option of withdrawing from the Plan at any time prior to the leave, up to and including March **1** of the year in which the leave is to commence.
- 14.13** It is understood that a teacher on a leave is responsible and must arrange for the payment of all fees due to the Ontario College of Teachers during the period of leave.
- 14.14** Self-Financed Leave Plan
- (a) The deposit of all funds retained under provisions of this Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Manager of Business and Financial Services of this choice by April **15** of the year in which the approval to participate in the Plan is given. Any subsequent change shall be made between the teacher and the financial institution.
 - (b) Once these funds are deposited in the financial institution, the Board assumes no responsibility for the investment or disbursement of any funds belonging to any teacher taking part in this Plan.
 - (c) During the year of the leave the teacher shall arrange with the financial institution a method of repayment of accumulated monies and interest.
 - 14.14** (d) During the year of the leave the teacher shall retain all benefits which shall be paid **50%** by the teacher and **50%** by the Board, exclusive of L.T.D. where premiums remain **100%**

payable by the teacher. During the year of the leave, the teacher's share of the benefit premiums shall be paid by automatic debit from the teacher's bank account. It will be the responsibility of the teacher to ensure adequate funds in the account, and that necessary and sufficient information is provided to the Board to set up the automatic debit. It is also the responsibility of the teacher to ensure that all such information is up-dated as necessary, and current.

- (e) Neither the Durham District School Board nor the Union accept any responsibility to, or on behalf of participants in the Plan, except as required by law or explicitly stated in this Article.
- (f) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate.

ARTICLE 15 - HALF-TIME LEAVES

15.01 Half-Time Leave Of Absence

- (a) Subject to the other provisions of Article 15, a full-time permanent teacher shall be granted a half-time leave of absence (.5 FTE), renewable annually, upon written application or renewal notice to the Superintendent of **Education/Operations**, to be received no later than March immediately preceding the school year for which the leave is being requested or renewed.
- (b) A teacher on half-time leave of absence will be required to work 0.5 of a regular full-time teaching timetable during the year of the approved leave.
- (c) A teacher on half-time leave shall be entitled to 50% credit for the purpose of seniority during the period of the leave and to all employee benefits to which that teacher is entitled unless otherwise provided under this Agreement, but on a cost-share basis as set out below.
- (d) A teacher who is granted a half-time leave shall be eligible for salary and allowances, experience credit for salary purposes and sick leave accumulation, and retirement gratuity, each on a pro rata basis (i.e. 1/2) reflecting the half-time nature of that teacher's teaching schedule to the teaching schedule of a full-time teacher.
- (e) Notwithstanding (d) above, a teacher granted a half-time leave shall not suffer a loss of retirement gratuity or sick leave credits accumulated to the time of commencement of leave.
- (f) A teacher who participates in a half-time leave shall be eligible for benefits pursuant to article 7.02, subject to the provisions and eligibility requirements of the Collective Agreement and of the benefit plans, and upon payment by the teacher, by automatic debit arranged in advance, of her/his share of premiums.
- (g) Subject to the provisions of Article 13, a teacher returning to full-time employment after two years or less on a half-time leave shall be returned to a full-time teaching

position in the school to which he or she is assigned. A teacher returning to full-time employment after more than two consecutive years on half-time leave shall remain in the school to which he or she is assigned if there is an anticipated further .5 vacancy in the school at the time of return. Where such vacancy does not exist in the school at the time of return, the teacher shall be placed by the Board in a further .5 position in another school. This does not preclude the teacher from applying for a full-time vacancy in another school.

- (h) Notwithstanding (g) above, a teacher returning after more than two consecutive years of half-time leave may elect, in writing to the Superintendent of **Education/Operations** by no later than March 1, and will be placed in a full-time position in another school if such exists following the transfer and surplus rounds and prior to positions being posted externally.

15.02 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.

15.03 Consideration for leaves under this Article will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Superintendent of **Education/Operations**.

ARTICLE 16 - JOINT EMPLOYEE RELATIONS COMMITTEE

16.01 The Parties agree to participate in a joint employee relations committee to discuss Board policies and procedures which deal directly with teachers. Matters for discussion shall not include matters that are under negotiations or that are the subject of an active grievance.

16.02 The committee will consist of up to three members of the executive of the Bargaining Unit, the Superintendent of **Education/Operations**, the Superintendent of **Education/Employee Relations** and two (2) other Board administrators. A fourth bargaining unit member may attend at the Union's discretion.

16.03 The committee shall meet on a regular basis, or at the call of either Party. Consultation by way of this committee will take place before significant alterations are made to Board Policies and Procedures.

ARTICLE 17 - GENERAL

17.01 School Year

The Board agrees that the school year will be no longer than the minimum required under the Education Act and Regulations, except after discussion with and the agreement of the Union.

17.02 Professional Activity Days

The Board agrees to authorize and approve the maximum number of professional activity days allowed by the Education Act and Regulations.

17.03 Lunch Break

Recognizing the duties of teachers as defined by the Education Act and Regulations, it is the intent that every teacher will have a lunch break of forty **(40)** consecutive minutes free of scheduled supervision.

17.04 Medical and Physical Procedures

- (a) No teacher shall be required to carry out any of the following medical procedures: administer medication by injection (except the use of an **epipen**), catheterization, tube feeding, feeding students with impaired swallow reflex, postural drainage, manual

expression of the bladder.

- (b) No teacher shall be required to carry out a pediculosis examination.

17.05 Preparation/Release Time

- (a) The Board shall provide every teacher who has instructional duties with an average of **135 minutes** of preparation/release time per five (5) day cycle.

In addition, the Board shall allocate two (2) times one-half (½) professional activity day (see **17.02**), in February and June, to teachers for purposes of preparation time. Teachers must be present in the school or in assigned Board premises on that day.

- (b) Where a classroom teacher does not have full-time instructional duties, such preparation/release time shall be pro-rated accordingly.
- (c) Preparation/release time is defined as time used for planning and preparation of teacher activities, student evaluation, consultation with supervisors, colleagues, coordinators or resource teachers, or other such duties as may be permitted during such time by the Board.
- (d) It is understood that the Board will make every effort to ensure that elementary teacher preparation time is scheduled in blocks of at least twenty (**20**) minutes within the instructional day. Individual situations which vary from this may be referred to the Joint Employment Relations Committee for resolution, where possible.

ARTICLE 17 - GENERAL (Cont.)

17.06 Length of Instructional School Day

The length of an instructional school day shall be a maximum of **310** minutes, excluding recesses, lunch break and **5** minutes for opening exercises,.

17.07 Copying of Collective Agreement

The Board shall provide a copy of the collective agreement to E.T.F.O. Durham Local for each member of the bargaining unit.

17.08 Attendance at Meetings:

Unless expressly agreed otherwise, it is understood and agreed that attendance of bargaining unit representatives at all meetings between the Union and the Board shall be at no cost to the Board.

17.09 Personnel File

- (i) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. The teacher may request copies of any document contained in this file.
- (ii) At the teacher's request, s/he may be accompanied by one other person, who may have access as determined by the teacher.
- (iii) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (iv) Where the Board exercises its discretion to amend information in a teacher's personnel file upon receipt of and in response to the submission set out in (iii) above, the Board will provide to the teacher a copy of the amended information.

17.10 ETFO Business

The Board shall provide, in each workplace, access to a bulletin board for the posting of appropriate Union information for the Union membership. In the event of a disagreement whether information is appropriate, the Bargaining Unit President shall contact the Superintendent of Education/Employee Relations or designate, who shall decide the issue.

Letter of Understanding

Re: Teachers Seconded to Temporary Positions of Added Responsibility of the Bargain Unit

- (3) Subject to the provisions set out below, a teacher who is assigned for a specific term or task to a temporary position of added responsibility to fulfill the duties of a position out of the bargaining unit, for a period of time not to exceed one ~~year~~ ^{year}, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
 - (iv) payment and deduction of union dues;
 - (v) participation in the teachers' benefits plans pursuant to the collective agreement;
 - (vi) accrual of bargaining unit seniority in the usual course;
 - (vii) full recognition and credit for teaching experience for the term the teacher is in the term or temporary position; and
 - (viii) access to the grievance procedure.
- (2) The terms and working conditions of the non-bargaining unit position assignment shall be those of the non-bargaining unit position as may be determined by the Board. It is agreed and understood, however, that teachers put into this type of position will not be expected or required to write or present performance appraisals of other teachers, although they may be required to provide requested information to the Board or principal to assist in the preparation of a teacher appraisal.
- (3) The salary for the temporary or acting position shall be the ordinary starting salary rate for the non-bargaining unit position being replaced, pro-rated for the period of time of the acting or temporary assignment.
- (4) The term of the acting or temporary assignment referred to above may be extended by mutual agreement of the Board and the teacher.
- (5) A decision of the Board to terminate a teacher's acting or temporary assignment to a position of added responsibility out of the bargaining unit shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.
- (6) Notwithstanding Paragraph 1 above, in the event legislative or regulatory changes require that a teacher who is assigned to an acting or temporary position out of the bargaining unit be removed from the bargaining unit for the term of the assignment, the Board and the Federations agree that the teacher shall be granted a leave from his/her bargaining unit

position for the specified period or term of the acting assignment. Upon return to the bargaining unit the teacher shall be credited with the seniority held at the time of transfer to the acting position, and in addition shall be given a seniority credit adjustment equal to the full period of the leave or acting term.

- (7) Upon the termination of the leave or acting assignment, the teacher shall be returned to the bargaining unit position held by her or him prior to the transfer out of the bargaining unit.

Letter of Understanding

Re: Principals' & Vice-Principals' Annual Conference

When a teacher is assigned to assume the administrative responsibilities of a school in the absence of the Principal and the Vice-Principal where applicable of that school during the annual Principals' & Vice-principals' Conference, an occasional teacher shall be hired to assume the normal responsibilities of such teacher for a maximum of two (2) days of the conference.

Letter of Intent

Re: Continuation of Benefits for Early Retirees

If approved by the insurance underwriters, and if there is no increased cost to the Board, a teacher who retires from the teaching profession and the Board prior to age 65 may retain membership in group benefit plans (medical/dental/vision, group life, A.D.&D.) to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. A teacher may retain membership in (a) group life and accidental death and dismemberment, or (b) all the group benefit plans referred to above. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group insurance contracts.

A teacher who retires early and chooses to retain his/her benefit coverage must establish a pre-authorized debit arrangement with the Board so the monthly premiums are automatically paid from the teacher's designated bank account. If the necessary arrangements are not made by the teacher or if any of the pre-authorized debit transactions are not honoured at the bank, the group insurance coverage will terminate 30 days from the date the debit transaction was to have taken place.

Letter of Understanding

Re: QECO PROGRAM 5

The Board and the Union agree to meet to investigate and determine the costs that may be associated with a switch from recognition of the current category definitions of teachers under QECO Program 4 to recognition of category definitions under QECO Program 5 prior to entering negotiations for the next collective agreement.

Letter of Understanding

Re: Extra-Curricular Sports and Club Activities

It is understood and agreed that, unless the Education Act or Regulations expressly states

otherwise, extra-curricular sports and club activities are voluntary for teachers.

Letter of Understanding

Re: Preparation Time For Year 2001 - 2002

For the 2001-2002 school year, each elementary school in the Board will be allocated a prep time of 1/20 of the cost of full-time teacher coverage for one release day for each two (2) FTE teachers (excludes S.E.R., Teacher-Librarians, Vice-Principals, and Early Literacy teachers E.S.L., and any other staff not in classrooms). The money shall be allocated to the school's operating budget, and the use of the prep time shall be in consultation with the principal. In no instance shall a supply teacher be brought in for less than one-half day at a time. A teacher allocated prep time pursuant to this Letter of Understanding shall be present in the school during that time. Use of prep time is contingent on availability of occasional teachers.

Letter of Understanding

Re: 3rd Transfer Round [Surplus Part-time Teachers]

For each school year included in the term of this Agreement the parties agree as follows:

1. If, following the 2nd Transfer Round for full-time teachers, there are no surplus full-time teachers, the parties agree to implement a 3rd Transfer Round for part-time teachers.
2. Prior to the commencement of the 3rd Transfer Round, surplus part-time teachers shall be placed.
3. A part-time teacher who wishes to be considered for a position(s) that remains vacant after the placement of surplus part-time teachers and that would effect an increase in her or his position up to and including a full-time 1.0 position, may apply to the 3rd Transfer Round, which will take place before any teachers are hired from outside the elementary panel of the Board.
4. Each part-time teacher who applies for consideration pursuant to paragraph 1 above must be qualified for the position(s) for which he or she wishes to be considered, and must make application in the same form and manner as full-time teachers apply for the first two Transfer Rounds.
5. Selection of teachers pursuant to the foregoing shall be at the discretion of the Board.

LETTER OF UNDERSTANDING

Re: Instructional Time - Effective 2002/2003 School Year

The Board agrees to implement an instructional day of 300 minutes, excluding

Signed at **Whitby**, this _____ day of _____, 2001.

THE DURHAM DISTRICT SCHOOL BOARD

For The Board:

Craig Burch _____
(Superintendent of Education/Employee Relations)

Aileen Ashman _____
(Manager of Employee Relations/Labour and Legal)

Ron Trbovich _____
(Secretary/Treasurer)

Elizabeth Roy _____
(Chairperson of the Board)

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO DURHAM TEACHERS' LOCAL

For The Union:

William Butcher _____
President/Chief Negotiator
E.T.F.O. - Durham Teachers' Local

Rachel Gencey _____
2nd Vice President/Chairperson

Terry Hrynyk _____
Vice Chair

Emy Jackson _____
Secretary

Anna Huston _____

EFO Office - Durham Teachers' Local

Gerard O'Neill _____
Member of the Bargaining Committee

Trish Holman _____
Member of the Bargaining Committee

Nadia Bell _____
Member of the Bargaining Committee

Lorelei Crump _____
Member of the Bargaining Committee