

COLLECTIVE AGREEMENT

between

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
KAWARTHA PINE RIDGE TEACHERS' LOCAL
(hereinafter called the "Union")**

and

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")**

Effective from

September 1, 1998

to

August 31, 2000

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ARTICLE 1 PURPOSE

1.01 It is the desire of both parties to specify within this Collective Agreement reasonable and fair terms and conditions under which teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

ARTICLE 2 RECOGNITION

2.01 The Employer recognizes the Union as the exclusive bargaining agent for every teacher - other than occasional teachers, principals and vice-principals - who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time. For clarification, a principal or vice-principal performing duties in respect of an assignment to the Board's central office is excluded from the bargaining unit.

2.02 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement. Each party will inform the other from time to time of who is authorized to act on its behalf.

ARTICLE 3 UNION DUES AND ASSESSMENTS

3.01 Effective September 1, 1998, the Employer 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 at Toronto Station "F", P.O. Box 1100, Toronto, Ontario, M4Y 2T7, within thirty (30) days of the dues being deducted. The Union shall inform the Employer, from time to time, of the amount of such dues and assessments.

3.02 The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Employer shall, where available, provide the information in electronic form.

ARTICLE 4 **RIGHTS AND RESPONSIBILITIES**

4.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement and prevailing statutes and is not arbitrary or discriminatory.

4.02 The Employer agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

4.03 Termination of Employment

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

4.04 Just Cause

No teacher shall be discharged, demoted or disciplined except for just cause. Such cause shall be provided to the teacher in writing within ten (10) calendar days from the time the teacher is informed of any such action. When a principal or supervisor calls a teacher to a meeting which may result in discipline, the principal or supervisor shall inform the teacher of the nature of the meeting. For such a meeting the teacher is entitled to Union representation.

ARTICLE 5 **NEW POSITIONS AND VACANCIES**

5.01 Definition of Vacancy

A "vacancy" declared by the Employer under this Article means a teaching assignment covered by this Collective Agreement that is unoccupied.

5.02 Creation of New Position

Should the Board create a new position to be filled by a teacher who would come under this Collective Agreement, the Parties shall negotiate the annual salary and/or allowances, if any, for the position. If no agreement is reached the matter may be submitted to arbitration in accordance with Article 30.06.

5.03 Posting of Positions

- a) For the period April 1 - June 30 each year the Board shall post all vacancies for the next school year in every worksite for at least five (5) school days before the deadline for application for the position(s). In addition, any initial vacancy that occurs during July and August shall be posted in the Board office, the Federation Office, and on the internal e-mail system for seven (7) calendar days. For summer postings, a vacancy resulting from an incumbent teacher being placed in the original posted position need not be posted.
- b) Except for the period indicated in (a) above, a vacancy during the school year shall be filled for the remainder of that school year. A teacher hired to fill such a vacancy will be deemed to be surplus and placed on the surplus list. For the following school year, any vacancy that results from this provision shall be posted in accordance with (a) above. Notwithstanding the foregoing, if vacancies occur in the positions of Consultant, Team Leader or any other system level position, they shall be posted irrespective of the time of the year.
- c) Internal placements shall be considered prior to the placement of external hires.

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

ARTICLE 6 **TRANSFER**

6.01 In effecting administrative transfers, unless otherwise agreed between the teacher and the Superintendent of Human Resources, no transfer shall be made that exceeds a distance of fifty (50) kilometers from the current work location.

6.02 A teacher may request a transfer in writing for the following school year through the Superintendent of Human Resources before February 28. The Superintendent of Human Resources will prepare a list of teachers requesting transfers, and such requests shall be considered when placing surplus teachers. The Employer shall make reasonable efforts to accommodate requests for transfer.

ARTICLE 7 **PROBATIONARY PERIOD**

7.01 A newly hired teacher shall have a probationary period of one (1) year worked. The probationary period shall be determined without counting any leaves of absence in excess of twenty (20) working days for any purpose.

ARTICLE 8 **ACCESS TO INFORMATION**

8.01 A teacher, upon written request, shall have access to that teacher's personnel file in the presence of a supervisory officer or designate. The teacher shall have the right to obtain copies of any materials contained in his/her personnel file.

8.02 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

8.03 Teachers shall receive a copy of any material related to performance or conduct within seven(7) calendar days of the material being placed in the Teacher's personnel file.

8.04 The signature of a teacher on any document respecting the performance or conduct 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.

8.05 A teacher is entitled to:

- a) request correction of personal information if the individual believes there is an error or omission: and
- b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.

8.06 Provided that there is no other disciplinary material added to a teacher's personnel file in the intervening time, disciplinary material shall be removed from a teacher's personnel file after a maximum of seven (7) years and returned to the teacher. Provided that there is no other adverse evaluation added to a teacher's personnel file in the intervening time, an adverse evaluation shall be removed from a teacher's personnel file after a maximum of seven (7) years and returned to the teacher. No material removed from a teacher's file shall be referred to or used against the teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the teacher in order to demote, dismiss, discharge, transfer or discipline the teacher in any way, nor shall it be used against the teacher in any

arbitration or any other legal proceeding.

8.07 a) The Employer agrees to provide to the Union, or to an authorized Union representative, statistical data and information encompassing the employment status, category, allowances, salaries and benefits of elementary school teachers, and information regarding actual class size by school, for the purposes of collective bargaining and the effective administration of this Agreement. With regard to any information released or provided to the Union or their members collectively or individually, the Union shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.

b) The Employer and the Union agree that all such information provided to the Union in accordance with this Article shall be maintained on a confidential basis.

ARTICLE 9 COPIES OF THE COLLECTIVE AGREEMENT

9.01 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Employer expense, within thirty (30) calendar days of the signing of the agreement. Each newly hired teacher will be provided a copy of this agreement at Employer expense.

ARTICLE 10 SALARY AND ALLOWANCES

10.01 Commencing in 1999, on or before November 15, the Employer shall provide to each teacher a notice setting forth the following:

- Credit for teaching experience
- Category classification
- Salary and allowances

10.02 A teacher is entitled to be paid his or her salary in proportion that the number of school days on which a teacher performs his or her duties bears to the total number of school days in the school year.

10.03 Until 31 August 1999, the salary payment schedule that applies to a teacher shall be the one that applied for the teacher's school or work location in the 1997/98 school year.

Effective 1 September 1999, the payment schedule shall be as follows:

First school day in	September 8%	February 15	4%
September 15	4%	March 1	4%
October 1	4%	March 15	4%
October 15	4%	April 1	4%
November 1	4%	April 15	4%

November 15	4%	May 1	4%
December 1	4%	May 15	4%
December 15	8%	June 1	4%
January - first banking day	4%	June 15	4%
January 15	4%	Last day of school	12%
February 1	4%		

Other than the pay date at the beginning of January, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on a Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the Tuesday.

10.04 Each teacher's salary shall be transferred by direct deposit into the bank, trust company or credit union account designated by the teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the teacher's account. The Employer will produce a statement of deposit with each pay showing earnings and deductions. Each teacher shall receive this statement concurrently with the deposit.

10.05 Until March 1, 1999, teachers shall be paid according to the grid that applied to their workplace in the 1997-1998 school year. Effective March 1, 1999 the salary grid shall be as per the following. Effective February 1, 2000 increase each step on the attached salary grid by \$650.

Salary Grid

+650 as per 10.02

Years	CATEGORY				
	A	A1	A2	A3	A4
0	29710	32000	33300	35590	36860
1	31140	33730	35150	37630	39110
2	32570	35410	37060	39690	41410
3	34000	37130	38920	41730	43660
4	35430	38850	40760	43720	45890
5	36860	40570	42690	45760	48210
6	38270	42230	44540	47800	50440
7	39720	43980	46460	49870	52660
8	41160	45700	48330	51900	54980
9	42780	47630	50410	54210	57500
10	44220	49340	52360	56230	59727
11	46130	51550	54730	58260	62539
12	48090	52341	55154	61489	65595
Penultimate	49256				
Ultimate	52341				

10.06 Additional Experience

Only full years shall count on the grid.

- a) Teachers with partial years experience that are not counted for salary purposes on September 1st shall receive their annual increment at the beginning of the month following the month in which their accumulated experience totals a full year providing they apply for such increment and have the documentation completed three months in advance. Increments in subsequent years would be at the same time of year.
- b) Accumulation of experience for salary purposes shall not exceed ten (10) months' credit for the period September 1st to August 31st inclusive.
- d) Teachers entering the elementary schools from the secondary schools, will have their secondary experience treated as elementary school experience for salary purposes only.
- e) Occasional teaching experience done on a grid rate of pay with the Employer shall be accumulated and added to other partial years of experience for credit on the grid.

10.07 Related Experience

- a) Teachers who have University or Community College teaching experience and who held full elementary qualification while the experience was acquired shall receive recognition on the grid for this experience in accordance with (b).

Recognition for such experience must be applied for within one (1) year from the first day worked after being hired, and supported by documentation from the former employer(s).

- b) Related trade and/or technical experience shall be equated to teaching experience for purposes of the grid as follows:

<u>Related Experience</u>	<u>Experience on Grid</u>
<u>Number of Years</u>	<u>Number of Years</u>

1	1
2	1
3	2
4	3
5	3
6	4
7	5
8	5

- c) Related trade and/or technical experience shall be based on the number of years in a trade, to a maximum of eight (8), subsequent to Ministry of Education minimum requirements.
- d) To be recognized, related experience must be in a field directly related to the subject being taught.
- e) The number of years related experience allowed, up to a maximum of the actual number of years possessed by the teacher, is strictly a matter of negotiation between the teacher or the teacher's designate, and the Superintendent of Human Resources or designate. Terms accepted at the time of hiring are open to adjustment only within one (1) year from the first day worked after being hired.

10.08 Category Changes

- a) Changes in qualification which result in a teacher being placed in a higher category shall be effective September 1, provided that:
 - i) course of study is completed prior to September 1; AND
 - ii) examination(s) is (are) passed; AND

- iii) the Superintendent of Human Resources receives, from the teacher, written notification by December 31 of that year; AND
 - iv) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before February 28 of the subsequent year.
- b) Changes in qualifications which result in a teacher being placed in a higher category shall be effective January 1, provided that:
- i) the course of study is completed prior to December 31 of the preceding year; AND
 - ii) the examination(s) is passed; AND
 - iii) the Superintendent of Human Resources receives, from the teacher, written notification on or before February 28 of the current year; AND
 - iv) written documentation showing completion of the examination(s) is received by the Superintendent of Human Resources on or before June 30 of the current year.
- c) Credits as a result of winter courses shall count for reclassification the following September only.

10.09 Responsibility Allowance

All allowances are in addition to the individual's proper placement on the grid according to his/her own category and experience.

- a) Consultant \$5,000
Team Leader \$7,000
- b) Teachers who were receiving a responsibility allowance as of December 1, 1998 shall continue to receive such an allowance until August 31, 2000 provided that they continue to be employed in the same role.
- c) The Employer retains the right to appoint teachers to newly created positions of responsibility. The parties shall negotiate the allowance, if any, for such positions.

10.10 Allowances for Additional Degrees

If not already used in the determination of category, an allowance of \$200 for any second Bachelor's degree and \$800 for a Master's degree shall be paid. Only one allowance shall be paid per teacher. An allowance for a Master's Degree from universities outside Canada shall be at the discretion of the Superintendent of Human Resources.

10.11 Category Definitions and Teacher Qualifications

- a) Teacher Category placement on the Salary grid shall be according to the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program Four as of September 1, 1994.
- b) It shall be incumbent upon the teacher to provide valid documentation from Q.E.C.O. for category placement.
- c) All qualified new appointees shall be placed in the category consistent with the category placement and recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the teacher in Category A or AI minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in 10.08 (a) and (b).

ARTICLE 11 STAFFING

11.01 The Employer shall ensure that the average size of its elementary school classes, in aggregate, does not exceed twenty-five (25) pupils. The Employer shall determine the average size of its classes, in aggregate, as of October 31 each year, and the determination shall be made in accordance with Section 170.1 (5) of the Education Quality Improvement Act, which may be amended from time to time.

11.02 Staff shall be allocated to each school based on the following divisors:

JK/SK 22
Gr. 1,2,3 24.5
Gr. 4,5,6 27
Gr. 7,8 29

* Each JK/SK pupil equals .5 of a pupil

11.03 The difference between the number of teachers generated by the calculation in 11.01 and the number of teachers generated by the divisors in 11.02 shall form a discretionary pool to be assigned by Superintendents of Schools for classroom purposes.

11.04 Each School's Administration shall work co-operatively with the school's staff to develop the school's proposed organization. Prior to May 15, each Principal shall present the School's proposed organization to the Superintendent responsible for reviewing and approving it.

11.05 a) A District Staffing Committee shall be composed of one Trustee, the Director of Education or designate, the Superintendent of Human Resources

or designate, the Superintendent of Administrative Services or designate, a Principal, the Union President and two other Union representatives.

- b) Prior to May 30 each year, the District Staffing Committee shall meet to review the Administration's allocation of non-classroom teachers and special education classroom teachers to each elementary school.
- c) Prior to June 15 each year, the District Staffing Committee shall meet to review school organizations.
- d) The Committee shall meet prior to October 15 each year to review identified staffing concerns and to consider actions to ameliorate concerns.

ARTICLE 12 WORKING CONDITIONS

12.01 School Year

The school year shall consist of one-hundred and ninety-four (194) school days.
Additional days shall be determined by mutual consent of both parties.

12.02 Instructional Time

The parties agree that the Employer's policy with respect to the assignment and allocation of instructional time shall be as follows, which shall not be changed without the consent of the Union:

The Employer shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than thirteen hundred fifty (1350) minutes for each period of five (5) instructional days averaged over the school year.

12.03 Staff Meetings

At the beginning of the school year, all teaching staff in each school shall meet to determine the desired timing of regular staff meetings.

12.04 Lunch Break

Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching or other duties during the scheduled working day and during or adjacent to the regular lunch period for students. The Principal shall make every reasonable effort to ensure that at least twenty (20) minutes of each teacher's lunch period shall coincide with the regular lunch period for students.

12.05 Itinerant Teachers

- a) An itinerant teacher is a teacher who is assigned duties by the Employer in more than one school in a day.
- b) An itinerant teacher shall have one school designated as his/her school of record.
- c) An itinerant teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.
- d) An itinerant teacher shall be paid the Employer's per kilometer rate for travelling between assigned schools.

A part-time teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant teacher.

12.06 Travel Allowance

Except for 12.05, when it is required by the Employer, the Director of Education, superintendents, or principals that any teacher must drive to a site other than their assigned school/office in performance of the teacher's duties, for such travel the teacher shall be paid the Employer's per kilometer rate.

This clause does not refer to professional activity days.

12.07 Subject to availability, the Employer shall provide a qualified occasional teacher when a classroom teacher is absent from his/her regular duties for a reason pursuant to this Collective Agreement for periods of one-half (1/2) a school day or more.

12.08 Preparation Time

For the remainder of the 1998-1999 school year, preparation time shall be as per the Collective Agreement that applied to the workplace in the 1997-1998 school year. Effective September 1, 1999, each full-time classroom teacher shall be allocated at least one hundred and fifty (150) minutes per week on average, exclusive of recess and lunch period. Of the one hundred and fifty (150) minutes, one hundred and twenty (120) minutes shall be scheduled each five (5) instructional days, and the remaining thirty (30) minutes shall be scheduled by each Principal in consultation with school staff through flexible scheduling.

Any remaining time, which cannot be scheduled, shall be accumulated and provided to the teacher in blocks of one hundred fifty (150) minutes.

No preparation period shall be less than thirty (30) minutes.

Preparation time for part-time teachers shall be pro-rated.

12.09 Occupational Health and Safety

The Employer agrees to abide by the Occupational Health and Safety Act. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

12.10 Medical and Physical Procedures

The Employer shall not require any teacher to perform any medical or physical procedure on any pupil that might in any way endanger the safety or well being of the pupil or subject the teacher to risk, injury or liability for negligence.

ARTICLE 13 BENEFIT PLANS

13.01 The Employer will provide each teacher with information brochures, provided by the insurance companies, outlining the group benefits coverage. These brochures will be updated whenever there is a significant change in coverage. In addition, the Employer will supply up-to-date copies of group benefit master policies to the president of the Local as they become available from the insurance company.

13.02 A teacher on part-time assignment shall, subject to eligibility requirements as specified by the Employer's insurers, be allowed to participate in Benefit Plans, but the Board's share of premium costs shall be pro-rated.

13.03 As soon as feasible subsequent to the ratification of this Collective Agreement, the Employer will pay for full-time teachers one hundred percent (100%) of the premium cost of the following Benefit Plans or equivalent.

- Extended Health Care (including \$.50 pay direct drug plan card benefit based on the former Northumberland-Clarington Board of Education Managed Health Care Formulary); for Extended Health Care claims other than drug claims the single deductible is \$10 per insured individual and \$20 per insured family per benefit year;
- Dental coverage: based on Buffet Taylor Plan A, nil deductible, basic and minor restorative coverage based upon one hundred percent (100%) co-insurance, orthodontia based upon seventy percent (70%) co-insurance with a lifetime maximum of \$2,000 per insured individual, major restorative based upon 70% co-insurance with an annual maximum of \$1,500 per insured individual. Reimbursement is to be based on the current ODA fee schedule.

Recall shall be every nine (9) months for adults and six (6) months for children up to age 1%.

- Vision Care of \$150 per 24 month period. For family members under eighteen (18) years of age, the coverage shall be \$150 per 12 month period;
- Group Life at 2.5 x annual salary. (Additional Group Life options to a maximum of 1.5 x annual salary are available at the employee's expense.)

13.04 Long Term Disability Plan

The Long Term Disability Plans in effect in the 1997-1998 school year shall continue until replaced by a new Plan. The new plan shall have a waiting period of at least ninety (90) working days. The design of the new Plan shall be developed in consultation between the Employer and the Union with the assistance of the Employer's Benefit Consultants. The new Plan shall be implemented October 1, 1999. The Employer agrees to administer the new Plan with each participating teacher paying one hundred percent (100%) of the premium costs.

13.05 Staff Advisory Committee

It is understood that the Employer is to administer the plans and the options in the name of the Employer in consultation with a Staff Advisory Committee. The Staff Advisory Committee shall be composed of:

- two (2) elementary teachers;
- two (2) secondary teachers; and
- three (3) representatives of the Employer

The Committee shall:

- meet as required but at least once a year or at the request of a Committee member;
- review past and present experience relative to consultant service, premium costs, claims experience, policies, etc.;
- review administrative practices; and
- formulate recommendations, if necessary, for the Employer's consideration relative to administration of the benefit programs.

13.06 In the event that the Employer's Plan 50 Drug Formulary does not contain an acceptable substitute with equivalent therapeutic value, the teacher may have the prescription filled as originally prescribed.

Should the insured individual insist that a prescription be filled as written when the drug is not a covered expense under the Employer's Plan 50 Drug Formulary, the teacher may have the prescription filled as originally prescribed and reimbursement will be paid to the teacher at no less than seventy per cent (70%) of the cost of the original prescription.

Note: Fertility drugs are not a covered expense under the drug plan.

13.07 Should a disagreement occur between the teacher and insuring company concerning the teacher's entitlement to reimbursement for a prescribed drug, the teacher may make a written request to the Employer through Buffett Taylor for 100% reimbursement. The teacher will have his/her physician complete the relevant sections of the Drug Exception Request Application explaining why the prescription should be filled as written. The Drug Exception Renewal Application will be submitted to the Pharmacist at Shared Health for review to see if the drug meets one of the following criteria:

1. There is no reasonable substitute for the drug prescribed.
2. There is a life threatening or debilitating disease.
3. There is a hazard to the person's health.

The Pharmacist's written findings with reasons will be submitted to the Board with copies to the teacher and the Local President. The matter shall be resolved within twenty (20) instructional days of the teacher's initial written request. If the time line is not met, the teacher shall be entitled to 100% reimbursement.

13.08 Continuation of Benefit Plans

- a) Subject to eligibility requirements as specified by the insurer, a teacher who takes early retirement may retain membership in any of the Benefit Plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years. Early retirement shall mean retirement between ages fifty-five (55) to sixty-five (65) on a pension pursuant to the Teachers' Pension Plan with payment to begin within two (2) months of the retirement date. Notwithstanding the foregoing, the minimum early retirement age of fifty-five (55) is waived for the duration of this Collective Agreement.
- b) Subject to eligibility requirements as specified by the insurers, a teacher who is terminated by the Employer because he/she has exhausted his/her sick leave or because he/she is unable to perform his/her duties for reason of disability in any of the Group Benefits to which he/she belongs until he/she attains the age of sixty-five (65) years.
- c) To maintain participation and coverage under the Collective Agreement, the retired or terminated teacher must agree to participate in a preauthorized debit plan to pay the full annual premiums. The retired or terminated teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the individual's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two payments be denied for reason of insufficient funds. The Employer reserves the right to establish a

ARTICLE 14 RETIREMENT GRATUITY

14.01 A teacher employed by the Employer as of August 31, 1998 shall be eligible to receive a retirement gratuity in accordance with the provisions of the plan which applied to such teachers as of that date. Such plans shall be attached to this Collective Agreement as Addendum 1.

14.02 Notwithstanding Clause 14.01, teachers hired by the former Northumberland-Clarington Board of Education between September 2, 1980 and August 31, 1998 and who are eligible for a retirement gratuity shall be entitled to one of the following options:

- a) continue in the plan as indicated in Clause 14.01, or
- b) accept a percent of the teacher's actual salary as of September 1, 1998 deposited in an account of the teacher's choice with the Ontario Teachers' Group Investment Funds based on the following:

<u>Year Hired</u>	<u>Percent of September 1, 1998 Actual Salary</u>
1997	3.5
1996	3.6
1995	3.7
1994	3.8
1993	3.9
1992	4
1991	4.1
1990	4.2
1989	4.4
1988	4.6
1987	4.9
1986	5.2
1985	5.5
1984	5.8
1983	6.1
1982	6.4
1981	6.7
1980	7

A teacher who selects option (b) must remain with the Employer for ten (10) years from September 1, 1998 or until retirement on a pension pursuant to the Teachers' Pension Plan, whichever is earlier. If a teacher does not fulfill the foregoing requirement, the investment shall belong to the Employer.

The selection of option (a) or (b) must be made no later than October 31, 1999.

14.03 a) For each teacher hired by the Employer effective September 1, 1998 and

thereafter, the Employer shall contribute three and one -half (3.5) percent of the amount of A3 Year 0 of the grid then in effect which shall be deposited in an account of the teacher's choice with the Ontario Teachers' Group Investment Funds upon the completion of his/her probationary period.

- b) If a teacher leaves the Employer with less than ten (10) years of service, the investment shall belong to the Employer.
- c) If a teacher leaves the Employer after ten (10) years of service, the investment shall belong to the teacher. If the teacher subsequently returns to the Employer, no Employer contribution is required for such a teacher pursuant to 14.03 (a).

- d) If a teacher teaches part-time during the first fifteen years of service, the investment shall be pro-rated according to the total amount of time taught.

ARTICLE 15 CUMULATIVE SICK LEAVE PLAN

- 15.01 On the first day of the school year each full-time teacher who is actively employed shall be credited with twenty (20) days sick leave, the unused portion of which shall be accumulated to the teacher's sick leave account to a maximum of three hundred (300) days. Teachers who are on Long Term Disability or unpaid leave of absence shall not be credited with twenty (20) days sick leave.
- 15.02 Teachers who commence employment during the school year shall be credited, on the first day of employment, with a pro-rated number of sick days, and sick leave days shall be prorated for part-time teachers. Any unused portion shall be accumulated to the teacher's sick leave account to a maximum of three hundred (300) days.
- 15.03 Teachers shall continue to receive their full pay for absences chargeable to sick leave beyond twenty (20) days up to the amount of their accumulated sick leave credit.
- 15.04 A newly-hired teacher shall be entitled to transfer accumulated sick leave from a previous Board of Education to the teacher's cumulative sick leave account with the Employer. The number of days transferred shall not exceed two hundred (200) days.
- 15.05 A teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Employer or another Collective Agreement with the Employer shall be entitled to have such accumulated sick leave credited to the teacher's current sick leave account.
- 15.06 On leaving the employ of the Employer, teachers shall receive a statement of their sick leave credits duly certified by the Employer.
- 15.07 a) A teacher absent through illness for any period may be requested to furnish a medical certificate to that effect from the attending physician but the Employer may, at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the teacher.

- b) In administering 15.07 (a), the Employer shall not normally require a medical certificate for absences of three (3) consecutive school days or less. In exceptional circumstances, the Employer may require a teacher to provide a certificate for absences of less than three (3) consecutive school days, and the Superintendent of Human Resources or designate shall advise the Union when this provision is implemented.

ARTICLE 16 BEREAVEMENT LEAVE

- 16.01 Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.
- 16.02 Leave of absence without loss of pay shall be granted to a teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.
- 16.03 At the discretion of the Superintendent of Human Resources, up to two (2) additional working days may be granted to meet the exigencies of distance and special circumstances.

ARTICLE 17 OTHER LEAVES OF ABSENCE

17.01 Quarantine Leave

Quarantine leave without loss of pay and not chargeable to sick leave shall be granted to a teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

17.02 Jury or Witness Leave

Leave without loss of pay and not chargeable to sick leave shall be granted to a teacher to serve as a juror or to respond to a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Employer any fee, exclusive of travelling and living expenses, that the teacher receives as a juror or as a witness.

17.03 Personal Leave

-Personal Leave without loss of pay may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor. The Principal or immediate supervisor shall be notified of the request for leave as far in advance as is reasonably possible. Such leave shall not be unreasonably denied.

17.04 Recognized Religious Holidays

Leave without loss of pay and not chargeable to sick leave shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays.

17.05 Unpaid Leave of Absence

- a) Full-time or part-time unpaid leave of absence of up to two (2) years duration may be granted by the Superintendent of Human Resources or designate. This does not preclude the teacher from applying for a further leave of up to two (2) years duration.
- b) A request for a leave of absence shall not be unreasonably denied.
- c) Application for leave of absence under 17.05 must be to the Superintendent of Human Resources with a copy to the teacher's principal. Applications shall be submitted no later than February 28 for a leave which starts in September of that year or January of the next year.
- d) Response shall be before the end of March, or in the case of late submissions, within a month.
- e) It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any teacher should any two payments be denied for reason of insufficient funds.
- f) Each teacher granted an unpaid leave of absence shall enter into an individual contract with the Employer that:
 - i) represents a firm commitment to take the leave;
 - ii) commits the teacher to return from leave on the agreed expiration date.
- g) Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
- h) The Superintendent of Human Resources shall retain the right to waive the timelines outlined in (c) and (d) of this Article.

i) Unpaid leave of absence shall include, but is not limited to, Family Care Leave.

ARTICLE 18 PREGNANCY AND PARENTAL LEAVE

18.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which may be amended from time to time.

18.02 A teacher who has been in the employ of the Employer for at least thirteen (13) weeks and who will be absent to give birth shall, upon appropriate application, be granted an unpaid Pregnancy Leave of up to seventeen (17) weeks unless she chooses to resign or extend the Pregnancy Leave into a Parental Leave.

18.03 The Employer shall provide for teachers on Pregnancy Leave and/or Parental Leave, a supplementary employment benefits plan providing for payment of 90% of salary for the two-week waiting period for EI benefits. This plan shall be approved by Human Resources Development Canada.

18.04 The Board shall continue to pay its share of the premiums for insured benefits under Article 13 for teachers during Pregnancy and Parental Leaves. Seniority, teaching experience and sick leave credits shall continue to accumulate during Pregnancy and Parental Leaves.

18.05 Parental Leave of eighteen (18) weeks shall be provided to any teacher following either the birth of a baby or adoption of a child as follows:

- a) For a mother ending a Pregnancy Leave, on two weeks notice and immediately following the Pregnancy Leave.
- b) For a father or an adoptive mother or father, on two weeks notice and within 35 weeks of the birth or obtaining custody of the child.

18.06 A teacher who has taken Pregnancy Leave or Parental Leave shall be reinstated when the leave ends to the position most recently held with the Employer, if it still exists, or a comparable position, if it does not.

18.07 The relevant sections of the Employment Standards Act shall be available at each work site.

ARTICLE 19 INFANT CARE LEAVE

19.01 A teacher, upon appropriate application, shall be granted an unpaid Infant Care Leave.

- a) Infant Care Leave shall commence immediately following the last day of Pregnancy or Parental Leave.

- b) Arrangements for Infant Care Leave shall be made with the Superintendent of Human Resources or designate.
- c) Teachers are encouraged to plan such leaves to end at a natural break in the school year so as not to disrupt the education of the pupils in these classes.

19.02 Leave granted under Article 19 shall not exceed two (2) years duration..

19.03 A teacher shall give at least three (3) months notice (i.e. prior to the expected date of commencement of the leave) of the intent to ask for Infant Care Leave. For adoption, a minimum of two (2) weeks notice shall be given. The Superintendent of Human Resources shall retain the right to waive the foregoing timelines.

19.04 The teacher on Infant Care Leave must contact the Superintendent of Human Resources in writing, two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the teacher on the teacher's return to the job. Upon return to work, the teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.

19.05 If the teacher does not return to work at the expiration of the leave, the teacher shall be considered to have resigned unless the child or teacher is ill as certified by a medical practitioner.

19.06 It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the teacher must agree to participate in a pre-authorized debit plan. The teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any teacher should any two payments be denied for reason of insufficient funds.

19.07 The Employer will supply the teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

ARTICLE 20 PATERNITY LEAVE

20.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a father to attend the birth of his child.

ARTICLE 21 ADOPTION LEAVE

21.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent or parents, to receive a child through adoption.

ARTICLE 22 RETURN FROM A LEAVE

22.01 Upon return from a leave, a teacher shall be returned to the school in which the teacher was employed immediately prior to the commencement of the leave, subject to Article 27. Where the teacher held a position of responsibility, it shall be returned to the teacher provided that it still exists.

22.02 Unless otherwise stated, during the leave no salary shall be paid and no experience accumulated for salary purposes.

22.03 Unless otherwise stated, upon return from a leave, a teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.

ARTICLE 23 EDUCATION IMPROVEMENT PLAN (EIP)

23.01 There shall be an Education Improvement Plan with funds allocated for leaves of absence with pay for purposes of training courses, lectures, or conferences encompassing professional and/or personal development. The allotment of such monies to the respective applicants shall be determined by a System Selection Committee composed of four (4) representatives of the Union and two representatives of Administration.

23.02 Should any surplus monies remain in the fund following August 31, such monies shall be transferred to the following September 1.

23.03 Effective September 1, 1999 the amount allocated to this fund will be \$120,000.00 annually.

ARTICLE 24 TEACHER SELF-FUNDED LEAVE PLAN (X/Y PLANS)

24.01 The Teacher Self-Funded Leave Plan permits teachers to take a one (1) year, self-funded leave, subject to Clause 24.03. During the y-year term (where “y” must be 2, 3, 4 or 5, the teacher shall agree to be paid by the Employer at x/y (where "x" must be less than “y”) of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

The amount of the Current Compensation Amount deferred by the teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the Income Tax Act.

The leave may be taken in any year of the Plan.

24.02 Application

A written application shall be delivered to the Superintendent of Human Resources not later than January 31, in which is described the applicant’s proposal with respect to a plan of salary hold back and timing of the leave of absence.

24.03 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

24.04 Definition

Entry into the plan shall be effective only on September 1, and the duration of a leave of absence under this plan shall be between September 1, to August 31 next.

24.05 Salary Holdback

During the teaching years of the plan the teacher shall be paid a percentage of the salary and allowances to which the teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the teacher. Interest paid on the trust account shall be the prime rate less 2% as established from time to time by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the Income Tax Act and shall be paid by December 31st in each year. A statement of each teacher's account will be issued at the end of each school year.

24.06 Payment

- a) During the "x" years of the "x/y" plan, the teacher shall receive "x/y" of his/her salary in each year as determined by the Collective Agreement in effect for that period.
- b) During the said leave of absence, the sum accumulated in the trust on behalf of the teacher, shall be paid to the teacher in the same manner as would the teacher's salary, were the teacher not on leave of absence.

24.07 Benefit Plans

- a) Throughout the years of the plan, teacher benefits shall be maintained as per the applicable Collective Agreement. Employee Benefit Plans shall be maintained as if the teacher were receiving 100% of salary but the Employer's share of normal contribution will be pro-rated in accordance with the salary paid.
- b) The year of absence does not represent a break in service so far as sick leave/retirement gratuity is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year of absence.
- d) The Employer and Teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan.

24.08 Termination

- a) A participant may withdraw from the originally agreed upon plan up to and including the 28th day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest shall be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.
- b) A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resources on the effective date of the redundancy.
- c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.

24.09 Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

ARTICLE 25 RELEASE OF FEDERATION OFFICERS

25.01 In the event a member of the Local is elected or appointed to an office with the Provincial Executive of ETFO, the Employer agrees to give that person an indefinite leave of absence without pay.

25.02 a) Upon application by the Union a special leave will be granted for up to three (3) teachers. Such leave will be granted for activities of the Local.

b) Each teacher on special leave shall receive regular salary and benefits and experience for grid placement. Until August 31, 1999 reimbursement for special leave shall be in accordance with the predecessor Agreements. Effective September 1, 1999 the Union and/or the Local shall reimburse the Employer for the cost of the teacher's salary, all employment related benefits for taxes, and premium contributions for Benefit Plans for the period of the leave.

c) Teachers returning from special leave shall notify the Employer by May 31.

25.03 a) Upon application by the Local, occasional release time shall be granted to teachers to carry out Union activities at the local level.

b) The Union and/or the Local shall reimburse the Employer for occasional teacher cost, if any.

c) No reimbursement is required when representation is required by the Employer for meetings.

ARTICLE 26 SENIORITY

26.01 Seniority shall be defined as total years under contract as an elementary teacher with the Employer or its predecessors.

26.02 For the purpose of Lay-off and Recall, any ties among the fifteen percent (15%) of the junior teachers as determined pursuant to clause 26.01 shall be broken using the criteria in the following order:

a) other employment as an elementary teacher in Ontario; and where that is equal

b) total employment as a Long Term Occasional Teacher in the elementary panel with the Employer or its predecessors since September 1, 1995; and where that is equal

c) employment as a secondary teacher in Ontario; and where that is equal

d) lot conducted jointly by the Parties.

26.03 Seniority accumulation shall be rounded up to the nearest 1/10 year for experience accumulated as a Long Term Occasional Teacher.

26.04 On or before November 1, a seniority list shall be drawn up by the Employer and shall be posted in every school or place of employment and provided to the Union. The list shall include the seniority status of every teacher covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every teacher respectively, as determined and accumulated in accordance with the above provisions.

26.05 The seniority list shall be reviewed and amended at the written request of either party or as may be necessary from time to time when an additional teacher is employed or the employment of a teacher is terminated. Notice of such amendments made to the seniority list shall be posted in every school or place of employment and furnished to the Union as soon as practicable after they occur.

26.06 A principal or vice-principal who returns to the bargaining unit within two (2) years from assuming a position of principal or vice-principal shall retain the seniority held at the time of leaving the bargaining unit.

ARTICLE 27 LAY-OFF AND RECALL

27.01 On or before April 1 of each school year, the Employer 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 Article 11.01.

27.02 Whenever the Employer issues such a notice, and the total number of teachers employed exceeds the total number required, then the notice given to the Union shall include the name of every teacher who may be laid off.

27.03 Subject to program requirements, teachers shall be laid off or declared surplus in reverse order of seniority. For clarity, lay-off or surplus may be full or partial.

27.04 Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time positions. If no full-time teachers remain on the recall list, part-time teachers shall be offered any vacant full-time positions. A part-time teacher who refuses an offer of full-time position shall remain on the recall list.

27.05 On or before March 31, every teacher who may be laid off shall be given written notice stating the effective date and the reasons therefor. Such notice shall be given at least one school day in advance of the posting of the list.

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

- a) the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified or can become qualified before the teacher is required to return
- b) the right to continue to participate in one or more of the benefit plans, provided the teacher on lay-off pays the total cost of such plans
- c) the right to receive a copy of all job postings.

27.07 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.

27.08 A recall notice shall be sent by registered mail to the last known address of the teacher. It shall be the responsibility of the teacher to advise both the Board and the Union of any change of address.

27.09 The teacher shall have the right to refuse one position. The Board will attempt to place the teacher in a position in the same geographical area as the teacher was last teaching.

27.10 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.

ARTICLE 28 ACCESS TO FULL-TIME AND PART-TIME POSITIONS

28.01 Any part-time teacher who changed from a full-time to a part-time assignment with the Employer and who wishes to return to a full-time position may exercise this option subject to Article 27, provided that he/she notifies the Superintendent of Human Resources in writing by February 28 or within forty-eight (48) hours of having been informed in writing by the Principal of a reduction in the amount of teaching time.

28.02 A part-time teacher who requests a full-time teaching assignment for January 1 or September shall notify the Superintendent of Human Resources in writing on or before October 31 for an assignment commencing January 1 and on or before February 28 for an assignment commencing the following September. He/she shall be offered a vacant full-time position for which he/she is qualified or can become qualified prior to the commencement of the position before a teacher being newly hired by the Employer.

ARTICLE 29 TEMPORARY PRINCIPALS AND VICE-PRINCIPALS

29.01 The parties agree that a teacher may be appointed to a position of temporary principal or temporary vice-principal for a period of up to one (1) school year. For the purpose of determining seniority, service in a temporary position shall be considered as continuous service within the bargaining unit.

For absences of twenty (20) school days or less, the teacher who agrees to such a position shall be paid an allowance of \$50 for each full day of replacement. For absences of twenty-one (21) school days or more, the teacher who agrees to such a position shall be paid according to applicable minimum salary that applies for principals and vice-principals.

ARTICLE 30 GRIEVANCE PROCEDURE

30.01 Definition

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

- b) "days" shall mean regular work days unless otherwise indicated.

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

30.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be brought to the attention of the principal or immediate supervisor within twenty (20) days of the time when the teacher should reasonably be expected to be aware of the relevant facts. The grievor, with or without Union representation, shall discuss the matter with the principal or immediate supervisor in an attempt to resolve the matter informally. The principal or immediate supervisor shall give a decision in writing (with a copy to the Union) within ten(10) days of the date that the matter was brought to the principal's or immediate supervisor's attention.

Formal Stage

Step One

If the decision of the principal or immediate supervisor is not acceptable to the teacher, the teacher may file a formal grievance, in writing, within ten (10) days of receipt of the decision from the principal or immediate supervisor to the Superintendent of Human Resources, or designate.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement;
AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Local and the teacher concerned.

The Superintendent of Human Resources, or designate, shall reply in writing within ten (10) days of receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Local may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee (which will be composed of three (3) members and include at least one (1) Trustee) shall meet with the Local's Grievance Committee within ten (10) days of receipt of the written request of the Local to discuss and endeavour to solve the problem.

The Employer's Grievance Committee shall answer the grievance, in writing within ten (10) days of the meeting.

30.04 If the reply of the Employer's Grievance Committee is unacceptable to the Local, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

30.05 A policy grievance is a dispute arising out of the application, administration, interpretation or alleged violation of the Collective Agreement. Both the Local and the Employer have the right to file a policy grievance. A group grievance is a grievance on behalf of two (2) or more teachers who are similarly affected as a result of an alleged violation of the Collective Agreement.

Policy or group grievances must be filed within twenty (20) days of the event which **gave rise to the grievance, or within twenty (20) days of the time when** the party should reasonably be expected to be aware of the relevant facts. If filed by the Local, the grievance shall be filed at Step One: Formal Stage. If filed by the Employer, the grievance shall be filed with the President of the Local who shall replace the Superintendent of Human Resources in the Formal Stage of the Grievance Procedure.

30.06 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

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

The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

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

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

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

30.10 Both parties agree to pay one-half (1/2) of the fees and expenses of the single

arbitrator or the fees and expenses of the parties respective appointees and one-half (1/2) of the fees and expenses of the chair of the arbitration board.

30.11 Where a teacher has received a termination notice, the teacher may file a grievance at Step 1 within ten (10) school days of written notice of termination.

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

ARTICLE 31 **STRIKE OR LOCKOUT**

31.01 The Employer agrees that there shall be no lockout of teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

31.02 In the event of a strike by other employees, representatives of the Employer will meet with representatives of the Union prior to the strike to discuss the impact of the strike on the Union's membership.

ARTICLE 32 **DURATION AND RENEWAL**

32.01 This Collective Agreement shall be in effect from September 1, 1998 and shall continue in operation until August 31, 2000 and from year to year thereafter unless either party notifies the other, in writing, within one hundred and fifty (150) days prior to the expiration date that it desires to bargain with a view to renewal, with or without modifications of the Collective Agreement then in operation.

32.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to 32.01 or within such further period as the parties agree upon.

ARTICLE 33 **UNION REPRESENTATIVES**

33.01 The Union shall notify the Employer in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).

33.02 The Employer shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

33.03 Subject to the prior arrangement with the Principal, the Union shall have access to its members, including Workplace Stewards, provided that this does not interrupt the instructional program.

33.04 a) When the Employer requires Union representation on any committee, the Union shall appoint its representative(s).

b) When the Employer requires teacher participation on any committee, the Board will advise the Union in writing of the members on the committee.

ARTICLE 34 PART-TIME ASSIGNMENTS

34.01 Definition of Teacher on Part-Time Assignment

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

34.02 Salary and Allowances

A teacher on part-time assignment shall be paid according to the salary schedule and allowances in this Collective Agreement, pro-rated.

34.03 Sick Leave

Sick leave days pursuant to Article 15 shall be pro-rated and the total credit shall be given at the beginning of the school year or assignment.

34.04 Benefits

A teacher on part-time assignment shall, subject to eligibility requirements as specified by the Employer's insurers, be allowed to participate in Benefit Plans, but the Board's share of premium costs shall be pro-rated.

34.05 Experience Credit (Grid)

A teacher on part-time assignment shall receive credit for teaching experience on a pro-rated basis.

34.06 Seniority

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

34.07 Preparation Time

A teacher on part-time assignment shall be assigned preparation time on a pro-rated basis and receive it within the scheduled working day.

LETTER OF UNDERSTANDING

between

The Kawartha Pine Ridge District School Board

and

The Kawartha Pine Ridge District Teachers' Local, ETFO

Harassment Policy and Employment Equity Policy

The policies of the predecessor Boards shall apply to Elementary Teachers until new policies are developed in consultation with employee representatives. Such new policies shall not be changed without consultation with employee representatives.

Dated June 17, 1999 at Peterborough, Ontario

Kawartha Pine Ridge District
School Board

The Elementary Teachers'
Federation of Ontario

LETTER OF UNDERSTANDING

between

The Kawartha Pine Ridge District School Board

and

The Kawartha Pine Ridge District Teachers' Local, ETFO

Teacher Evaluation Policy

Teacher evaluations shall be conducted in accordance with the predecessor Boards' Evaluation Policies until a new policy and administrative regulations and/or guidelines are developed.

A representative committee shall consist of members from:

Administration
Principals and Vice-Principals
Teacher Unions

and may include:

representatives from School Council Regional Associations.

The Committee shall develop a proposal for a Kawartha Pine Ridge District School Board Teacher Evaluation Policy. This proposal shall reflect educational practice and new ideas and knowledge in the area of continuous teacher growth, while incorporating the purpose, assumptions and goals of the former Northumberland-Clarington Board of Education Elementary Teacher Evaluation Policy.

The proposal shall be submitted to the Kawartha Pine Ridge Board of Trustees for final approval. Elementary teachers shall be evaluated using the new policy.

Dated June 17, 1999 at Peterborough, Ontario

Kawartha Pine Ridge District
School Board

The Elementary Teachers'
Federation of Ontario

LETTER OF UNDERSTANDING

Between

Kawartha Pine Ridge District School Board

and

The Elementary Teachers' Federation of Ontario

Use of Employer's Premises

The Employer agrees to be cooperative with Elementary Teachers' Federation of Ontario about carrying out Union business on the Employer's premises provided that no costs are incurred by the Employer. Request for use of the Employer's premises shall be made to the Superintendent of Human Resources or designate.

Dated June 17, 1999 at Peterborough, Ontario

Kawartha Pine Ridge District
School Board

Elementary Teachers' Federation of
Ontario

LETTER OF UNDERSTANDING

Between

Kawartha Pine Ridge District School Board

and

The Elementary Teachers' Federation of Ontario

Implementation of Extended Health Care Plan

In the implementation of the Extended Health Care Plan pursuant to Clause 13.03, any elementary teacher employed by the former Peterborough County Board of Education who was being reimbursed by Liberty Health for a maintenance drug on the day prior to the implementation date of the new Plan and who is not eligible for one hundred percent (100%) reimbursement under the new Managed Health Care Formulary, shall continue to receive full reimbursement for as long as the teacher requires the same maintenance drug. The foregoing shall also apply to a spouse and/or dependent covered by the new Plan.

The Plan shall be amended to provide that in the event a prescription drug does not appear on the drug formulary the plan shall provide for 70% coverage of said prescription drug at the point of purchase and the employee may then proceed to attempt to have the full amount of the cost of such prescription drug paid by the Plan as was originally provided.

Dated June 17, 1999

Kawartha Pine Ridge District
School Board

Elementary Teachers' Federation
Of Ontario

LETTER OF UNDERSTANDING

Between

Kawartha Pine Ridge District School Board

and

The Elementary Teachers' Federation of Ontario

Voluntary Transfer Committee

The parties agree to establish a committee to recommend a process to effect voluntary transfers between schools.

The committee shall be composed of the Superintendent of Human Resources, or designate, two (2) other Employer representatives, and three (3) members of the Union. The committee will be chaired by a Superintendent and the written report will be submitted to the respective parties by November 30, 1999.

Dated June 17, 1999

Kawartha Pine Ridge District
School Board

Elementary Teachers' Federation
Of Ontario

LETTER OF UNDERSTANDING

Between

Kawartha Pine Ridge District School Board

and

The Elementary Teachers' Federation of Ontario

Program Harmonization in Special Education and Library Programs

The parties understand that there will be staffing changes related to program harmonization in Special Education and Library programs. Special Education program delivery is currently being reviewed, and is subject to Special Education Advisory Committee (SEAC) recommendations to the Board within the context of the Ministry of Education and Training funding. It is anticipated that the Special Education model developed may be phased in. Library programs will be reviewed in 1999-2000, with status quo in effect for 1999-2000, subject to enrolment fluctuations and funding limitations.

Dated June 17, 1999

Kawartha Pine Ridge District
School Board

Elementary Teachers' Federation
Of Ontario

COLLECTIVE AGREEMENT

This Collective Agreement is made this

17th day of June, 1999

between

**ELEMENTARY TEACHERS FEDERATION OF ONTARIO
Kawartha Pine Ridge Teachers' Local**

and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Chairperson of the Board

President, ETFO, Kawartha Pine Ridge
Teachers' Local

Director of Education

Chief Negotiator

[Former Peterborough County Board of Education)

ARTICLE 10 SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN

- 10.01 A sick leave/retirement credit incentive plan shall be provided for --
- a) all full-time permanent teachers;
 - b) part-time teachers who qualify under 10.01 (a) and 10.02 but who for reasons acceptable to the Director of Education have taught continuously for this Employer for less than full time in the last few years.

10.02 Any teacher who qualifies under part 10.01 who retires during the life of this agreement and submits proof that he/she has been superannuated from the profession is entitled to receive a credit incentive if he/she has a minimum of 10 continuous and consecutive years of full time services as a teacher with this Employer or its predecessors.

10.03 An eligible full time teacher Clause 10.01 (a) shall receive a credit incentive (CI) as calculated according to the following scale based on the total years of service in the profession for which the teacher has been given credit in the salary records of this Employer:

10 years	CI = 25 percent	$x \frac{S \times N}{200}$
11 years	CI = 27 1/2 percent	$x \frac{S \times N}{200}$
12 years	CI = 30 percent	$x \frac{S \times N}{200}$
etc.		
19 years	CI = 47% percent	$x \frac{S \times N}{200}$
20 or more years	CI = 50 percent	$x \frac{S \times N}{200}$

Where S = annual salary as calculated for the last full year of employment, and
 N = number of days accumulated for sick leave purposes to a maximum of 200.

In the case of the teacher who has been teaching less than full time in

his/her last few years [10.01(b)] the credit incentive shall be calculated on the salary arrived at as follows: the percentage of time worked times the salary of the individual for each year for as many years as it takes to make a full year of employment, e.g., if a teacher works 50 percent of full time for the last year and retires in June 1993, the salary for the purpose of credit incentive would be calculated as follows:

Salary	Total Salary	Salary for Calculation of Credit Incentive
1991-92 Full-Time	\$55,000	\$27,500
1992-93 Half-Time	29000	29000
		<u>\$56,500</u>

Credit

Incentive - insert the salary arrived at here in the formula provided above.

In any event the credit incentive shall not exceed one-half of one year's earnings.

It is understood that any interruption of service due to leaves granted by the Board does not adversely affect the consecutive nature of a teacher's service.

- 10.04 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized Board of Education shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- 10.05 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession shall receive no remuneration for accumulated sick leave.
- 10.06 An application for credit incentive should be submitted no later than the end of January in the year in which the teacher wishes to retire.
- 10.07 The credit incentive for an eligible teacher who dies in service shall be paid to his/her estate.
- 10.08 Teachers on staff previous to January 1, 1969, shall receive the greater benefit of this plan, or the plan of the predecessor Board of Education.
- 10.09 A teacher who is eligible for a credit incentive shall have the following options regarding payment --
- a) total amount in June of year retiring, or the following January,
 - b) 1/2 in June, 1/2 the following January,

c) $\frac{1}{4}$ in June, $\frac{3}{4}$ the following January.

The teacher shall make the choice of method of payment upon application as in item 10.06.

(Former Northumberland-Clarington Board of Education)

ARTICLE XIV - CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

- 14.01 (a) The Board will place to the credit of each teacher at the end of each school year the full unused portion of the teacher's annual statutory sick leave to a cumulative total of three hundred (300) days for purpose of sick leave.
- (b) For purposes of retirement gratuity, the Board will place to the credit of each teacher at the end of each school year the full unused portion of the teacher's annual statutory sick leave to a cumulative total of three hundred (300) days.

Note:

1. Any withdrawal from cumulative sick leave will be accompanied by an equivalent withdrawal from retirement gratuity credits. If a teacher has accumulated the maximum cumulative total for sick leave credits (300 days) and retirement gratuity credits (300 days) by the end of the school year, then any withdrawal in sick leave credits or retirement gratuity credits in the next school year shall be deducted from the twenty (20) statutory sick leave days for both sick leave and retirement gratuity purposes before any deduction is made from the maximum cumulative totals of the sick leave credits and retirement gratuity credits.
2. If a teacher's accumulated retirement gratuity credit is represented by X (days), then for purposes of calculating the teacher's retirement gratuity, X will be the lesser of the teacher's total retirement gratuity credit or two hundred (200).

14.02 Retirement gratuities will be paid in the year of retirement or the year following retirement at the discretion of the teacher. The Board will pay a retirement gratuity to each teacher with ten (10) or more consecutive years of service with the Board immediately prior to retirement and who has accumulated retirement gratuity credits, according to the following scale:

ten (10) consecutive years	- twenty-five percent (25%) of x (in days)
eleven (11) consecutive years	twenty-seven and one half percent (27.5%) of x (in days)
twelve (12) consecutive years	- thirty percent (30%) of x (in days)
thirteen (13) consecutive years	- thirty-two and one half percent (32.5%) of x (in days)

etc.

nineteen (19) consecutive years - forty-seven and one half percent (47.5%) of x (in days)

twenty (20) consecutive years - fifty percent (50%) of x (in days)

14.03 (a) The amount of gratuity will be calculated by dividing the product of the number of days obtained from the scale as set out in Article 14.02 and the final year's salary by two hundred (200).

(b) Notwithstanding Article 14.03 (a) above, where a full-time teacher elects to change the teacher's status from full-time to part-time for the teacher's final year of employment with the Board prior to retirement, the final year's salary will be deemed to be at the full-time rate for the purpose of calculating the retirement gratuity.

14.04 Should a teacher die in service, the Board will pay to the teacher's estate the full retirement gratuity to which the teacher would have been entitled (if any) on the date of the teacher's death.

14.05 For purposes of this article, a retired teacher shall mean a teacher who has left the employ of the Board, is entitled to pension under the provisions of the teacher's Superannuation Act, and who actually commences to draw such pension. (It is not the intention of the Board to declare as ineligible those teachers who may wish to offer their services as occasional supply staff following retirement.)

14.06 Notwithstanding Article 14.05, at the Teacher's request, the Board will make a payment from the Teacher's retirement gratuity directly to the Teachers' Pension Plan Board for a buy-back of past service. Within three (3) months prior to retirement, the Teacher must submit a letter of verification of eligibility for pension and buy-back privileges from the Teachers' Pension Plan Board and a written request to the Superintendent of Human Resources for the advance payment.

The amount of the retirement gratuity payable after the Teacher's retirement shall be the residual amount of the Retirement Gratuity minus interest on the advance payment calculated at a rate equal to the Board borrowing rate plus one percent (1%).

14.07 Any teacher whose appointment becomes effective after 1 September 1980, will be limited to a maximum retirement gratuity of \$8000.00.