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No. OF EMPLOYEES	810		
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COLLECTIVE AGREEMENT

between

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TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD

and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO -
TRILLIUM LAKELANDS ELEMENTARY TEACHERS' LOCAL**



September 1, 1998 to August 31, 2000

11215(01)

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ARTICLE 1 - PURPOSE

- 1.01 It is the desire of both parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Agreement, and to set out the terms and conditions of employment that have been agreed to by the parties.

ARTICLE 2 - DEFINITIONS AND INTERPRETATION

- 2.01 "Employer" refers to the Trillium Lakelands District School Board (TLDSB), and "Board" has the corresponding meaning.
- 2.02 "Union" refers to the Elementary Teachers' Federation of Ontario (ETFO).
- 2.03 "ETFO-Trillium Lakelands Elementary Teachers' Local (TLETL)" refers to the Bargaining Agent duly authorized by the Union, and "Local" has the corresponding meaning.
- 2.04 "Party" (or "Parties" as the case may be) refers to the Employer and/or the Union and/or Local, as the case may be.
- 2.05 "Predecessor Board(s)" refer(s) to the Haliburton County Board of Education and/or the Muskoka Board of Education, and/or the Victoria County Board of Education, as well as their respective predecessor Boards.
- 2.06 "Act" refers to the *Education Act*, as well as all Regulations and amendments related thereto. Except where otherwise stated, the terms employed in this Agreement shall have the same meaning as used in the Act.
- 2.07 "Agreement" refers to this Collective Agreement between the Parties.

ARTICLE 3 - RECOGNITION

3.01 General

- 3.01.01 The Employer recognizes the Union/Local as the Bargaining Agent authorized to negotiate on behalf of its members, who are employed by the Employer to teach and assigned as teachers to one or more elementary schools, or to perform duties in respect of such schools all or most of the time.
- 3.01.02 For the purposes of this Article and this Agreement, members of the Bargaining Unit who are incumbent Educational Services Co-ordinators or Consultants, as well as Bargaining Unit members who are subsequently appointed to these positions, shall be deemed to perform duties all or most of



the time in the teaching panel from which they were appointed.

- 3.01.03 For purposes of clarification, the Parties understand and agree that Occasional Teachers are not covered by this Agreement.
- 3.02 The Union will inform the Employer, from time to time in writing, when the Local is authorized to act on its behalf.
- 3.03 The Union/Local recognizes the Employer's Negotiating Committee as the regular and official committee representing the Employer and negotiating on its behalf.
- 3.04 The Employer recognizes the right of the Union/Local to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.
- 3.05 The Union/Local recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.
- 3.06 The Parties to this Agreement shall inform each other, in writing, of the members of the Negotiating Committees who may be elected or appointed from time to time, and inform each other, in writing, whenever outside representatives or other agents have been authorized to represent them or to negotiate on their behalf.
- 3.07 Correspondence

All correspondence between the Parties arising out of this Agreement shall pass to and from the President of the Local or designate, and to and from the Director of Education for the Board or designate, with a copy to the Human Resources Administrator for the Board or designate.

- 3.08 All Memoranda of Agreement, Letters of Understanding and other attachments to this Agreement are deemed to be part of this Agreement where mutually agreed and where so specified in the document.

ARTICLE 4 - EFFECTIVE PERIOD AND RENEWAL

- 4.01 The effective period of this Agreement shall be September 1, 1998 to August 31, 2000 inclusive, and shall continue automatically thereafter for annual periods of one year unless either Party notifies the other, in writing, within 180 days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the provisions of the *Ontario Labour Relations Act*.
- 4.02 This Agreement shall supersede all previous Collective Agreements between the Parties

and shall continue in force and effect until such time as it is superseded by a new Agreement under the terms of the *Ontario Labour Relations Act*.

- 4.03 If either Party gives notice of its desire to negotiate in accordance with paragraph 4.01, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement in accordance with the *Ontario Labour Relations Act*.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the Parties.

ARTICLE 5 - STRIKES AND LOCK-OUTS

- 1.1 The Employer agrees that there shall be no lock-out of teachers, and the Union/Local agrees that there shall be no strike during the term of this Agreement or its continuation, in accordance with the provisions of the *Ontario Labour Relations Act*. The terms "strike" and "lock-out" shall bear the same meaning as given in the *Ontario Labour Relations Act*.

ARTICLE 6 - LABOUR/MANAGEMENT LIAISON COMMITTEE

- 6.01 The Parties agree to participate in a Labour/Management Liaison Committee to discuss matters that are of concern to either Party which relate to the Bargaining Unit and Bargaining Unit members. It is understood that matters for discussion will not normally include, except with the mutual consent of the Parties, items that are being negotiated by the official Negotiating Committees or that are the subject matter of an active grievance. Matters for discussion could include, but are not limited to, concerns related to the Agreement, to the workplace environment and/or to changes in education policy which are being contemplated by the Employer.
- 6.02 The Committee will consist of three (3) members of the Bargaining Unit and three (3) representatives of the Employer. With the approval of both Parties, additional representatives may attend a meeting.
- 6.03 The Committee shall meet on a regular basis, normally every two (2) months, or at the call of either Party upon fifteen (15) school days' notice or as otherwise agreed.

ARTICLE 7 - UNION/LOCAL FEES

- 7.01 On each pay date on which a teacher in the Bargaining Unit is paid, the Employer shall deduct from the teacher such dues and assessments as are regularly and uniformly levied by the Union/Local. Dues and assessments which are deducted on behalf of the Union shall be forwarded, no later than the fifteenth (15th) day of the month following the date

on which the deductions were made, to the General Secretary of the Union. Dues and assessments which are deducted on behalf of the Local shall be forwarded, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, to the Local office. The Union/Local shall inform the Employer, from time to time and in writing, of the amount of such dues and assessments, as well as the appropriate addresses for the Union/Local. It is understood that the Employer requires at least thirty (30) days' written notice of any change in the required dues and assessments.

7.02 The Union/Local hereby undertakes and agrees to indemnify the Board and save it harmless from any loss, costs, or damages that may result from claims against the Board arising from such deduction and payment. The Union/Local agrees to execute such directions as may be necessary to authorize such deductions.

1.3 The remission of dues and assessments to the Union/Local shall be accompanied by a list specifying the teachers, salaries earned for the pay period, and the amounts deducted for dues and assessments.

ARTICLE 8 – RIGHTS AND RESPONSIBILITIES

8.01 Management Rights

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 affairs of the Board and the school system are vested solely and exclusively with the Board.

8.02 Statutory Responsibilities

The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

8.03 Non-Discrimination

The parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment or terms or conditions of employment because the person exercises rights under this Agreement, participates in the lawful activities of the Elementary Teachers' Federation of Ontario or any Committee, Branch, District or Local thereof,

8.04 Just Cause

No teacher shall be disciplined, demoted or discharged without just cause. Non-renewal of a term appointment shall not be considered a demotion.

8.05 Termination of Employment

The Employer or a member of the Bargaining Unit shall provide written notice by November 30 of the intention to terminate employment effective December 31, or by May 31 of the intention to terminate employment effective June 30 or August 31. This paragraph shall not apply in the case of redundancy which is governed by Article 13. Nothing in this paragraph prevents the Employer and a teacher from mutually agreeing to the teacher's resignation at any time.

8.06 Copies of the Collective Agreement

The Employer shall provide a copy of the Agreement to each Bargaining Unit member within sixty (60) days of the execution of a new Agreement. The Employer shall provide new teachers with a copy of the Agreement when they are hired. The cost of printing the Agreement shall be shared equally by the Parties. Cost of printing shall be mutually agreed.

8.07 Federation Representation

8.07.01 The Local shall notify the Employer, in writing to the Human Resources Administrator, of the names of persons who are elected to office and/or appointed to perform specific roles within the Local.

8.07.02 The Employer shall provide bulletin board space for the use of the Local at an appropriate location in each workplace, and upon which the Local shall have the right to post notices relating to matters of interest to the Union/Local and its members.

8.07.03 The Local shall continue to have access to the Employer's courier system, fax, e-mail, phones and mailboxes for regular formal communication between it and its members.

Inasmuch as this paragraph 8.07 recognizes the Local as an internal user for the purposes of e-mail, courier, fax, etc., the Local, for its part, agrees to abide by any policies and procedures which are established by the Employer regarding the use of these services.

8.07.04 The Local shall, upon reasonable notice and subject to availability, be permitted to carry out Union/Local business on Board/School premises, at reasonable times and in reasonable locations. It is agreed that the Local will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Local membership held on Board premises.

8.07.05 Subject to the authority of the Principal or appropriate Superintendent related to school and Board premises, representatives of the Local shall have reasonable access to its members for Federation business at all schools and workplaces.

8.08 Probationary Period

A newly-hired teacher shall serve a probationary period of one year or equivalent, provided that any teacher who commenced employment prior to September 1, 1998 shall have completed the probationary period by the earlier of the last working day in June, 1999, or the completion of the probationary period stipulated in the teacher's contract at the time of hire.

8.09 Personnel Files

8.09.01 A member of the Local, upon written request, shall have access to the teacher's own file in the presence of a supervisory officer or designate. The member shall have the right to obtain copies of any material contained in the files, to add information and to request correction or deletion of material.

8.09.02 A copy of any adverse documentation relating to a teacher, which is in the possession of the school or central administration, shall be given to the teacher within five (5) days of receipt by administration. Documentation which is not in the teacher's personnel files may not be used in any disciplinary proceedings against them.

8.09.03 It is understood by the Parties that should a Principal maintain a school file, such files are subject to the following:

- (a) Must be placed in a locked cabinet.
- (b) Any adverse documentation shall be copied to the teacher as per 8.09.02.
- (c) Nothing may be kept in the school file which is inappropriate for inclusion in the main file.
- (d) Teachers are entitled to review the contents of their local school file, in the presence of the Principal or designate.

8.10 Access to Information

8.10.01 The Employer agrees to provide the authorized representatives of the Bargaining Unit such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Agreement. Upon request of the Local, the information shall be provided within a reasonable time.

8.10.02 Upon request, the Employer shall provide the Local President a list of members, showing their names, work locations and classifications. The information shall be provided within a reasonable time frame. The Employer

agrees to advise the President of the Local of any changes in the employment status or work location of Local members and to provide copies of all job postings. With regard to such information, the Local agrees to save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Local further agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its members.

8.11 Board Policies

The Employer agrees to consult with the President of the Local prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Local teachers. The Employer further agrees to consult with the President of the Local on the development of or revisions to Administrative Procedures related to harassment, teacher evaluation, inclement weather, and the discipline, demotion or dismissal of teachers. These provisions shall not apply if an authorized representative of the Local participates in the development of a Board Policy or Administrative Procedure.

For further clarity, it is understood and agreed that a Local representative(s) will participate with other teacher and Employer representatives on a committee to develop any new Teacher Evaluation Policy and/or Administrative Procedure. Similarly, a Local representative(s) will participate with other employee and Employer representatives on a committee to develop any new Harassment Prevention or Safe Schools Policies and/or Administrative Procedures that are designed to provide a safe and healthy working environment for teachers and other Board employees.

8.12 Posting of Positions

8.12.01 Except in circumstances where the posting process is suspended under paragraph 13.04.03 – Transfer, Surplus, Redundancy, Layoff & Recall (i.e. from the first teaching day in June until the conclusion of the placement process), all vacant teaching positions shall be posted internally, prior to advertising externally, in all schools/worksites. Internal postings shall remain posted for five (5) school days. A copy of each posting shall be sent to the Local President.

All internal candidates who are required to be granted an interview under paragraphs 8.12.03 and 8.12.06 (below) must be interviewed before external candidates.

If a position becomes vacant due to a teacher's death or a teacher leaving the employ of the Board during the school year, the position may be filled by an Occasional Teacher through to the end of that school year.

If a position becomes vacant due to a temporary absence, the position may similarly be filled in accordance with the *Education Act*, i.e. by an Occasional Teacher through to the end of the second school year after the teacher's absence begins.

8.12.02 No applicants shall be interviewed prior to the closing date for applications.

8.12.03 In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all qualified applicants shall receive an interview for the position.

8.12.04 Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.

8.12.05 Qualified internal applicants for a position will be granted an oral debriefing upon request.

8.12.06 Part-time teachers who wish to be considered for a full-time position which has been posted shall be granted an interview, which interview(s) shall be in addition to the minimum number specified in 8.12.03.

8.13 Posting of Positions of Responsibility

The Employer shall advertise internally all vacant or newly-created positions of responsibility and send a copy of each posting to the Local President.

8.14 Secondments

The Employer may temporarily re-assign, by mutual consent, a member of staff to a particular position for a period of up to two (2) years. Secondments are renewable. It is understood that this paragraph shall not effect the term of any existing secondment which provides for a term of greater than two (2) years.

ARTICLE 9 - SALARY SCHEDULES AND ALLOWANCES

9.01 Determination of Category

9.01.01 Teachers employed by the Employer as of January 1, 1998 shall retain the category which they possessed with their predecessor Board. Category changes for such teachers, based upon their achievement of additional qualifications obtained after January 1, 1998, as well as the initial grid category for teachers hired after January 1, 1998, shall be in accordance with a category statement based upon the Q.E.C.O. 4 category rating system which was in

place as of September 23, 1997.

No teacher's category placement shall be adversely affected by the application of a different Q.E.C.O. program.

9.01.02 A teacher who qualifies for a change in category shall be placed at the appropriate grid category, effective as follows:

- (a) The Employer will adjust the salary of a teacher as of September 1:
 - (i) if requirements for placement in a higher category are completed before the beginning of school in September; and
 - (ii) if the supporting documentation is submitted to and received by the Director or designate at the earliest opportunity, but not later than December 31 of the current year.

- (b) The Employer will adjust the salary of a teacher as of January 1:
 - (i) if requirements for placement in a higher category are completed before December 31; and
 - (ii) if the supporting documentation is submitted to and received by the Director or designate after December 31 but before June 30.

9.01.03 The onus is on the individual teacher to inform the Employer in writing and provide appropriate supporting documentation respecting any change which has occurred in the teacher's category.

9.02 Method of Payment

9.02.01 All elementary teachers in the Bargaining Unit will be paid salaries and allowances according to this Agreement.

9.02.02 Annual salary and allowances shall be paid by direct deposit into each teacher's account at a financial institution which has capabilities for electronic funds transfer in accordance with the following schedule.

9.02.03 Effective September 1, 2000, teachers shall be paid their annual salary in accordance with the following schedule:

- (a) 1/26 on the first working day of the regular school year calendar;
- (b) the next 25 instalments at 1/26 on every second Friday commencing the third Friday in September.

9.02.04 If any of the pay dates specified above falls on a banking holiday, the pay will be deposited on the last working day prior to the banking holiday on which the

pay date falls.


9.02.05 Teachers whose employment terminates will receive their final pay on the first payroll date as is practicable following termination.

9.02.06 It is agreed that the teachers' share of the E.I. premium reduction rebates have been credited for their benefit in the base grid salary structure.

9.03 Salaries

9.03.01 Salary Grid

All teachers shall be paid according to the following salary grid, effective September 1, 1999. Each teacher shall be paid at the rate appropriate to the teacher's teaching experience (paragraph 9.04) and category classification (paragraph 9.01). For teachers in category classification A, the ultimate step in category A will be reached in accordance with the pay equity agreements of the predecessor boards.



Years Exp.	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	28,068	30,218	32,114	34,000	36,000
1	29,919	32,574	34,346	35,405	37,245
2	31,229	34,646	36,592	37,510	39,630
3	33,165	36,717	38,841	39,845	42,160
4	35,098	38,775	41,072	42,210	44,625
5	37,035	40,851	43,322	44,765	47,215
6	38,970	42,908	45,551	47,175	49,875
7	40,905	44,982	47,798	49,330	52,365
8	42,839	47,040	50,047	51,815	54,985
9	44,777	49,114	52,279	54,200	57,560
10	46,710	51,172	54,530	56,700	60,250
11	48,237	52,232	56,010	58,850	62,800
12	49,763	53,292	57,489	61,315	65,290
13	53,292				

Note: The grid salary of any Bargaining Unit member who is employed as of the date of ratification of this Agreement shall not be reduced as a result of the implementation of the above grid.

9.03.02 Teachers employed for less than the full school year shall be paid their salary in the proportion that the total number of work days for which they perform their duties bears to the total number of work days in the school year.

9.03.03 Teachers on part-time assignment shall be paid a salary pro-rated on the salary

grid.

9.03.04 All teachers employed by the Board as of January 1, 1998 shall be recognized as being at that time at the grid step which they possessed with their predecessor Board.

9.04 Credit for Teaching Experience

9.04.01 Commencing September 1, 1999 and each September 1 thereafter, each teacher shall be placed at the grid step which reflects all elementary, secondary or equivalent teaching experience, including Long-Term Occasional Teaching (LTO) teaching experience, reflecting full-years' experience earned, to the maximum number of years of the respective category of the teacher. For the purposes of recognition of the LTO teaching experience noted above, one-tenth year of experience shall be credited for each twenty (20) consecutive days of teaching.

Further, it is understood that teaching continuing education credit courses qualifies as "teaching experience", in multiples of twenty (20) days, on the basis that each five (5) hours of continuing education instruction is equivalent to one day's full time teaching, and provided that no teacher shall receive more than one full year's credit for a combination of teaching experience within one school year.

9.04.02 Equivalent Teaching Experience

Equivalent teaching experience, as stipulated in sub-paragraph 9.04.01 may be recognized for placement on the "Salary Grid" at the discretion of the Director or designate.

9.05 Graduate/Extra Degree Allowance

9.05.01 A teacher shall be entitled to be paid an extra degree allowance from one of 9.05.02 or 9.05.03. The allowance received shall be the allowance payable for the highest level of education received.

9.05.02 An allowance of \$1,025 above grid salary will be paid for a Master's Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required.

9.05.03 An allowance of \$1,300 above grid salary will be paid for a Doctoral Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required.

- 9.05.04 Salary adjustments related to the achievement of an extra degree allowance shall be implemented in accordance with the time lines specified in 9.01.02 (a) and (b).
- 9.05.05 Any salary changes resulting from the allowances noted above shall be implemented concurrently with the implementation of the salary grid (i.e. 9.03.01).

ARTICLE 10 - POSITIONS OF RESPONSIBILITY

10.01 Teacher-in-Charge

- 10.01.01 The Employer may appoint a Teacher-in-Charge at any elementary school which does not have an allocation of Vice-Principal Administrative time. Where such a position is to be filled, the teaching staff at the school will be so advised, and the Principal shall select for the role one of the teachers who puts their name forward in writing. The appointment to a Teacher-in-Charge position will normally be made each September for a one-year period.
- 10.01.02 A teacher who is appointed Teacher-in-Charge shall remain a member of the TLETL Bargaining Unit, and shall remain subject to the normal Union/Local fees under Article 7. The Teacher-in-Charge will only assume supervisory and administrative responsibilities and duties in the absence of the Principal from the school grounds. An Occasional Teacher shall be hired to assume the classroom/supervisory duties of the Teacher-in-Charge if the Principal is absent for two (2) or more consecutive days.
- 10.01.03 A teacher who is appointed to the position of Teacher-in-Charge shall be paid an annual allowance of \$1000, pro-rated accordingly for part-year appointments resulting from situations where the Teacher-in-Charge is unable or unwilling to complete the year in the assigned position.

10.02 Teacher Administrative Assistants

- 10.02.01 In an elementary school which has been granted an Administrative allocation for Vice-principal, but where such position has not been filled, or where the Vice-principal is absent, the Board may create a Teacher Administrative Assistant position and fill it with a teacher from within the school. Where such a position is to be filled, the teaching staff at the school will be so advised, and the Principal shall select for the role one of the teachers who put their name forward in writing.
- 10.02.02 A teacher who is appointed Teacher Administrative Assistant shall remain a member of the TLETL Bargaining Unit, and shall remain subject to the normal Union/Local fees under Article 7.

- 10.02.03 A Teacher Administrative Assistant who fills a vacant Vice-Principal position shall receive an annual allowance of \$5,500, pro-rated accordingly for part-year appointments resulting from situations where the Teacher Administrative Assistant is unable or unwilling to complete the year in the assigned position.
- 10.02.04 In the event that a Teacher Administrative Assistant is requested to cover for an absent Principal/Nice-Principal they shall be paid an allowance of \$5,500 pro-rated for the number of assignment days.
- 10.02.05 The Teacher Administrative Assistant's grid salary and allowances shall not exceed the entry level salary for a Vice-Principal.
- 10.02.06 An Occasional Teacher shall be hired to assume the classroom/supervisory duties of the Teacher Administrative Assistant if the Teacher Administrative Assistant is requested to cover for a Principal/Nice-Principal who is absent for two (2) or more consecutive days.

10.03 Student Discipline/Suspension

Teachers-in-Charge and Teacher Administrative Assistants shall be expected to play a leadership role in relation to the disciplinary tone of the school and the discipline of students. It is understood, however, that student suspensions, if they are to be imposed, **must** be based upon the decisions and authority of the Principal or, in the Principal's absence, of the appropriate Superintendent.

10.04 Evaluation of Teachers

Teachers-in-Charge and Teacher Administrative Assistants will not be responsible for the evaluation of teachers. With respect to other non-teacher staff members, they may be involved in the evaluation process, in the same fashion as any other teacher might be expected to be involved.

10.05 Assistance

Teachers-in-Charge and Teacher Administrative Assistants will be provided with the name of a contact person(s) who may be called when assistance is required in the performance of the role.

10.06 List of Appointees

The Employer shall advise the Local of appointments to Teacher-in-Charge and Teacher Administrative Assistant positions, as part of the regular information flow under subparagraph 8.10.

10.07 Entry and Re-entry of Principals/Vice-Principals

A teacher from the Bargaining Unit who is hired into a position outside of the Bargaining Unit shall retain (but not accumulate further) Bargaining Unit seniority as held at the time of the hire. In the event the teacher subsequently returns to a position in the TLETL Bargaining Unit, the teacher shall be credited with the seniority held at the point of prior hire, and shall resume the seniority position previously enjoyed.

10.08 Consultants and Co-ordinators

10.08.01 If a teacher in the Bargaining Unit is appointed to the position of Educational Services Co-ordinator, the annual allowance to be paid shall be \$11,000. This is in addition to grid salary. The salary of any current Co-ordinator, for the duration of the appointment, shall not be reduced as a result of this provision.

10.08.02 A teacher in the Bargaining Unit who is appointed to a position of Consultant shall be paid an annual allowance of \$4,311. This is in addition to grid salary. The salary of any current Consultant, for the duration of the appointment, shall not be reduced as a result of this provision.

10.08.03 For the purposes of this Article, and this Collective Agreement generally, teachers in the Bargaining Unit who are incumbent Educational Services Co-ordinators or Consultants, as well as teachers who are subsequently appointed to these positions, shall be deemed to perform duties "all or most of the time" in the teaching panel from which they were appointed.

10.09 New Positions of Responsibility

In the event that the Employer creates a position of responsibility within the Bargaining Unit which is not specifically covered by the Collective Agreement, and where such position is to be filled by a member of the Local, the compensation for the position shall be negotiated between the parties to a point of mutual agreement before the position is filled.

ARTICLE 11 - GROUP BENEFITS

11.01 General

The Employer shall pay 100% of all benefit premiums with the exception of Long Term Disability and Optional Group Life Insurance.

The benefit package shall be implemented as soon as is practicable following ratification.

Group Master Policies relevant to the Bargaining Unit shall be given to the Local President within twenty (20) days of being received by the Employer.

The Carrier(s) for the benefits other than Long Term Disability shall be selected by the

Employer, in consultation with the Local.

Each member of the Bargaining Unit shall be provided with a summary of the benefit plan(s) as soon as is practicable after the implementation of any benefit package.

Any dependent up to the age of 25, if enrolled in school, will be covered.

Eligible expenses under the Dental Plan, as well as eligible expenses in excess of the deductible under the Extended Health Coverage, will be reimbursed 85%, up to the maxima stated in the insurer's contract and employee booklet. The balance of 15% is payable by the insured employee/dependant.

Benefit contributions for part-time teachers will be appropriately pro-rated.

11.02 Basic Group Life Insurance

The Employer will pay 100% of the premium rate to provide \$90,000 of Basic Group Life Insurance coverage for each teacher.

11.03 Optional Group Life Insurance

Teachers may purchase optional term life insurance in multiples of \$25,000.00 to a maximum of \$150,000.00.

Teachers may purchase spousal life insurance in multiples of \$25,000.00 to a maximum of \$125,000.00.

Teachers may purchase life insurance for dependants to a maximum of \$10,000.00 per dependant.

100% of the Optional Group Life premiums shall be paid by the teacher.

11.04 Long Term Disability

The Employer shall administer a Long Term Disability plan which is 100% teacher-funded and whose Carrier is selected by the Local, in consultation with the Employer.

Sick leave credits will not be accessed to augment the Long Term Disability Plan.

The Long Term Disability Plan which is implemented will have a waiting period of up to ninety (90) working days.

11.05 Extended Health Coverage

11.05.01 The deductible for extended health care shall be \$25.00 annually for a single or family plan.

- 11.05.02 The Policy shall include:
- Private and semi-private coverage;
 - Mandatory generic formulary 2 drug plan (unless specified otherwise by a doctor, generic drugs are to be dispensed). The cap on dispensing fee shall be \$5.00;
 - Fertility drugs;
 - A vision-care program with a maximum \$200.00 per 24 month period;
 - Coverage for ambulance and out-patient services;
 - Massage therapy with a \$30.00 maximum per visit and an annual maximum of \$500.00;
 - Chiropractic services to a maximum of \$500.00 annually;
 - Physiotherapy services;
 - Speech pathologist services to a maximum of \$200.00 annually;
 - Podiatry services to a maximum of \$500.00 annually;
 - Osteopath services to a maximum of \$500.00 annually;
 - Naturopath services to a maximum of \$500.00 annually;
 - Private-duty nursing to a maximum of \$10,000.00 annually;
 - Hearing-aids to a maximum of \$500.00 per five (5) year period;
 - Psychologist visits to a maximum of \$500.00 annually;
 - Premium out of country health care coverage; and,
 - Medical equipment and devices.
- 11.05.03 The policy shall also include basic dental coverage using current O.D.A. rates minus one year.
- 11.05.04 The policy shall also include orthodontic care at a 50/50 cost share with a \$2,000.00 lifetime maximum.

ARTICLE 12 - SENIORITY

- 12.01 For teachers who were members of the Bargaining Unit on or prior to April 24, 1998, the determination of seniority shall be based upon continuous service as a probationary or permanent contract teacher with the Board and predecessor Board, where:
- (a) continuous service is deemed to commence on the first day of teaching service related to the most recent hire;
 - (b) part-time service is deemed to equal full-time service;
 - (c) authorized leaves of absence, including LTD and layoff with recall rights, and approved exchanges and/or secondments do not constitute a break in continuous service;
 - (d) service includes employment in both the elementary and secondary panels.

12.02 In the event of a redundancy or potential redundancy, and where a tie or ties exist(s) in the placement on the seniority list, as determined by 12.01 (above), the following steps shall be followed in descending order to determine seniority:

- (a) continuous part-time teaching shall be pro-rated in the same ratio as part-time employment bears to full-time employment;
- (b) greatest seniority shall next be given to the teacher with the greatest total teaching experience, including Long-Term Occasional teaching experience, with the Board and its predecessor Boards;
- (c) greatest seniority shall next be given to the teacher with the greatest total teaching experience, including Long-Term Occasional teaching experience, in Ontario;
- (d) greatest seniority shall next be given to the teacher with the greatest total teaching experience in Canada;
- (e) greatest seniority shall next be given to the teacher with the greatest total teaching experience;
- (f) greatest seniority shall next be awarded by lot, to be conducted jointly by representatives of the parties or their designate(s), at a date, time and location agreed upon by the parties. Members of the Bargaining Unit who are affected may attend the drawing of lot(s).

12.03 For teachers who become members of the Bargaining Unit after April 24, 1998, seniority shall be based upon the length of continuous service in the elementary panel with the Board, with ties broken where necessary in accordance with paragraph 12.04, where:

- (a) continuous service is deemed to commence on the first day of teaching service related to the most recent hire;
- (b) part-time service is deemed equal to full-time service;
- (c) authorized leaves of absence, including LTD and layoff with recall rights, of up to three (3) years in length do not constitute a break in continuous service.
- (d) authorized exchanges and/or secondments do not constitute a break in continuous service;
- (e) notwithstanding (c) above, authorized Federation leaves do not constitute a break in continuous service.

12.04 In the event of a redundancy or potential redundancy, and where a tie or ties exist(s) in the placement on the seniority list, the following steps shall be followed in descending

order to determine seniority:

- (a) continuous part-time teaching shall be pro-rated in the same ratio as part-time employment bears to full-time employment;
- (b) greatest seniority shall next be given to the teacher with the greatest total elementary teaching experience, including Long-Term Occasional elementary teaching experience, with the Board and its predecessor Boards;
- (c) greatest seniority shall next be given to the teacher with the greatest total teaching experience, including Long-Term Occasional teaching experience, with the Board and its predecessor Boards.
- (d) greatest seniority shall next be given to the teacher with the greatest total elementary teaching experience, including Long-Term Occasional teaching experience, in Ontario;
- (e) greatest seniority shall next be given to the teacher with the greatest total teaching experience, including Long-Term Occasional teaching experience, in Ontario;
- (f) greatest seniority shall next be given to the teacher with the greatest total teaching experience in Canada;
- (g) greatest seniority shall next be given to the teacher with the greatest total teaching experience;
- (h) greatest seniority shall next be awarded by lot, to be conducted jointly by representatives of the parties, or their designate(s), at a date, time and location agreed upon by the parties. The members of the Bargaining Unit affected may attend the drawing of lot(s).

12.05 Clarity Notes

12.05.01 "Predecessor Board", for the purposes of these seniority provisions, refers to one of the Muskoka Board of Education, the Victoria County Board of Education and the Haliburton Board of Education, where the teacher was employed on December 31, 1997.

12.05.02 For the purposes of these seniority provisions, "first day of teaching service" for members of the Bargaining Unit as of April 24 who worked the first scheduled working day of the school year, shall be deemed to be September 1 in each of the predecessor Boards.

12.05.03 Long-Term Occasional teaching experience is not to be taken into account for seniority purposes except where expressly specified in this Article.

12.06 Ongoing implementation

- 12.06.01 The seniority list shall be rank ordered such that the most senior Bargaining Unit member is at the top of the list and the most junior is at the bottom.
- 12.06.02 The seniority list shall be provided to the President of the Bargaining Unit no later than November 15 of each school year, and posted in each elementary school location by no later than November 22. The parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.
- 12.06.03 Each member is responsible for bringing alleged errors in the calculation of the member's seniority to the attention of the HR Administrator, in writing, with a copy to the Bargaining Unit President. This must be done by not later than December 21 of each year, or the member's placement on the list shall be deemed to be correct. The member's concern must be specific and include confirming documentation as necessary.
- 12.06.04 The final seniority list shall be provided to the President of the Bargaining Unit no later than January 15 of each school year, and posted in each elementary school location within five (5) school days thereafter. The parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit members.

ARTICLE 13 - TRANSFER, SURPLUS, REDUNDANCY, LAY-OFF AND RECALL

13.01 Definitions

- 13.01.01 A "staff vacancy" for the purposes of this Article, is a vacant position within the Board which exists or will exist for the ensuing school year and to which no teacher has been assigned.
- 13.01.02 A "voluntary transfer", in accordance with 13.02, shall mean any staff change, initiated by the teacher, that fills a staff vacancy.
- 13.01.03 An "administrativetransfer", in accordance with 13.02, shall mean a transfer initiated by the Employer.
- 13.01.04 A "surplus teacher" is a teacher who has been identified by seniority and/or program needs as being surplus to the staffing requirements of a particular

school, as determined by the application of the staffing provisions (Article 20) of this Agreement, for the ensuing school year.

13.01.05 A "redundant teacher" is a teacher who has been identified by seniority and/or program need as being potentially in excess of the staffing requirements of the Board, as determined by the application of the staffing provisions (Article 20) of this Agreement, for the ensuing school year.

13.01.06 "Program need", for the purposes of this Article, refers to qualifications and/or specialty experience in relation to Special Education and Core French/French Immersion.

13.01.07 "Lay-off", for the purposes of this Article, shall occur when there is no teaching position available for a redundant teacher.

13.02 Transfer

Voluntary Transfer

13.02.01 Teachers who wish to be considered for voluntary transfer to another elementary school shall inform the Superintendent of Operations/ Elementary, in writing, with a copy to the Local President, Principal and Human Resources Administrator, by no later than March 15 of the school year immediately prior to the school year for which the transfer is to be effective. The notice, in writing, shall be provided through the submission of the Application for Voluntary Transfer form, with the appropriate information provided as specified.

13.02.02 Requests for voluntary transfers shall be considered as part of the surplus process, as set out below.

Administrative Transfer

13.02.03 No administrative transfer of a teacher shall be to a school more than sixty-five (65) kilometres from the teacher's home or point of entry into the jurisdiction of the Board, unless by mutual consent. Notwithstanding the foregoing, it is understood that, in the case of Honey Harbour P.S., there must be a minimum of three (3) transfer opportunities from a teacher's current school. It is also understood that the reasons for administrative transfers may include program need as per 13.01.06

13.02.04 No administrative transfer shall occur within the last two (2) years prior to a member's retirement.

13.02.05 Should the Board reorganize its schools and classrooms in September to

reflect actual enrollment, as opposed to projected enrollment, the reorganization shall be subject to this Agreement and the following shall apply:

- (a) Principals shall be informed of the reorganization and shall, within two (2) school days, hold a meeting of teachers to explain the changes and invite confidential requests for transfer.
- (b) Within five (5) school days of the above meeting, the Board shall reorganize based on teachers' requests. If no requests are received, the teacher(s) shall be transferred, based on seniority, subject to program need.
- (c) The teacher(s) to be transferred shall be notified at least five (5) school days in advance of the transfer, and at least two (2) school days will be preparation days, free of teaching in the receiving school.

It is understood that the Employer may have the need to reorganize one of its schools during the school year in extenuating circumstances. If the Employer should find itself in such circumstances, the procedures for reorganization specified above shall also be followed.

13.02.06 Teachers will not be transferred from one panel to another except by mutual consent.

13.03 Surplus to School Declaration

13.03.01 Prior to the declaration of school surplus, the Principal shall determine which teachers are to be declared surplus on the basis of seniority. The Principal shall examine the qualifications of school staff in specialty areas, as per 13.01.06, so as to retain the more senior teachers by re-assignment whenever possible. Where it is deemed that the needs of the school require the retention of a teacher with less seniority than a teacher declared surplus, the Principal shall provide an explanation to the teacher to be declared surplus and the President of the Local prior to the declaration of surplus. The Principal may involve the area superintendent at the meeting where the explanation is provided, at the request of the Local. The teacher shall be provided with a written explanation within five (5) instructional days of the meeting.

13.03.02 Each Principal shall, by April 15, submit to the Human Resources Administrator a list of teachers considered to be surplus to the school. The President of the Local will be provided with a copy of the lists within five (5) instructional days thereafter.

13.03.03 The ~~Human~~ Human Resources Administrator shall, in consultation with the Principals, identify and notify in writing by April 30 each teacher in each

school who is expected to be surplus to the staffing requirements of each school for September of the following year, as determined by the application of the staffing provisions (Article 20) of this Agreement.

- 13.03.04 Teachers who are surplus to their school shall have the opportunity to indicate preferences as to potential assignments within the Board. Such preference(s) shall be expressed in writing to the appropriate Superintendent and copied to the President of the Local, the school Principal, and the Human Resources Administrator. The notice, in writing, shall be provided through the submission of the Surplus Teacher Preference Form. Subject to qualifications, such preference(s) shall be considered when assignments are made in accordance with section 13.04. In addition, such preferences shall also be considered for teachers who express a willingness to become qualified within one calendar year, and where that commitment is acceptable to the Ministry of Education. A teacher who provides that commitment but fails to become qualified may be administratively transferred as per 13.02.03.

13.04 Assignment of Surplus Teachers and Those Requesting Voluntary Transfers

- 13.04.01 Teachers who have requested a transfer under 13.02.01, and whose request for transfer has not been withdrawn prior to May 15th, as well as those who are surplus to school under section 13.03, shall be placed on the same list in order of seniority. A member shall have the opportunity to modify their request for voluntary transfer by removing some of their school preferences on or before May 15th.
- 13.04.02 Teaching positions that are available will be offered to the teacher from the list with the greatest seniority, subject to program, according to one of the following criteria:
- (a) the teacher has requested a transfer to that school/location;
 - (b) the teacher is surplus to a school.
- 13.04.03 It is understood that other teachers, i.e. those not on the list, are not eligible to apply for any open positions until the conclusion of this assignment process under 13.04.
- 13.04.04 Teachers who are being offered an assignment under this process shall be contacted by phone at an appropriate time by the designated Superintendent.
- 13.04.05 The transfer/surplus assignment process shall commence on the first instructional day in June.

13.04.06 Teachers who were on part-time assignment shall not be offered greater than their entitlement at the time they were declared surplus.

13.05 Declaration of Redundancy

13.05.01 Redundancy occurs when the full-time equivalent number of teachers in the elementary panel exceeds the full-time equivalent number of teaching positions for the next school year, as determined by the application of the staffing provisions (Article 20) of this Agreement.

13.05.02 Reductions in staff due to redundancy shall start at the bottom of the Seniority List with the least senior teacher and proceed up the ranked list, subject to program need as per 13.01.06.

13.05.03 The President of the Local will be provided with a copy of the list of redundant teachers five (5) instructional days prior to May 15.

13.05.04 When redundancy exists, the Employer shall notify, in writing, the teacher(s) whose employment may be terminated because of redundancy by no later than May 15.

13.05.05 Surplus teachers who have refused all assignments from the list of available teaching positions shall be placed on the redundancy list according to seniority. It is understood that a surplus teacher who has not accepted a position as per 13.06 and is placed on the recall list has waived their right to notification of redundancy as specified in 13.05.

13.06 Acceptance/Rejection of Assignment

13.06.01 Teachers whose transfer request has been matched, or teachers who accept a transfer shall, subject to seniority, have their divisional assignment guaranteed for a period of one school year unless a different divisional assignment has been mutually agreed upon, or unless there are extenuating circumstances requiring a reorganization.

13.06.02 For teachers who have requested a voluntary transfer, the transfer will be made, and no acceptance is required, if the transfer is a match with the requested school/location as well as the division/specialty request.

13.06.03 For teachers who have requested a voluntary transfer, and their proposed transfer matches the requested school/location but does not match the division/specialty request, the teacher must make a decision about acceptance of the transfer offer within one hour.

13.06.04 For teachers who are surplus to a school, the decision to accept or refuse the proposed surplus assignment shall be made within two (2) hours.

- 13.06.05 Teachers who have requested a voluntary transfer, and have refused an offer under 13.06.03, shall retain their placement on the list until a vacancy occurs which is a match on both requested school/location and division/specialty, or until the assignment process is completed and it has been determined that the transfer cannot be accommodated.
- 13.06.06 Surplus teachers who have refused all assignments from the list of available teaching positions shall be placed on the redundancy list according to seniority. It is understood that a surplus teacher who has not accepted a position as per 13.06 and is placed on the recall list has waived their right to notification of redundancy as specified in 13.05.
- 13.06.07 On commencement of the transfer/surplus assignment process, an up-to-date list of available teaching positions shall be provided at the end of each school day, by fax and e-mail, where possible, to each elementary workplace. It is understood that, in the event of technical breakdown, the teacher is expected to contact a neighbouring school, the ETFO-TLETL office, or the Human Resources Administrator for a copy of the current list.

13.07 Lay-off/Recall

- 13.07.01 The Employer shall establish and maintain a recall list of all teachers declared redundant.
- 13.07.02 Teachers who have been laid off due to redundancy shall be recalled to staff vacancies based on seniority and program need, as defined in 13.01.06, subject to qualifications. While a teacher is on the recall list, sick leave credits shall be retained but shall not accumulate.
- 13.07.03 Teachers who are eligible for recall shall file with the Employer their most recent address and telephone number, with a copy to the President of the Local. Teachers shall be responsible for advising the Employer and the President of the Local if they will be unavailable for recall for a specified period of time (not to exceed three (3) months).
- 13.07.04 When a position becomes available, the Employer shall endeavour to contact the teacher being recalled by telephone and by courier or registered mail. Inability to reach the teacher within four (4) work days, or a refusal to accept the position within that time-frame, shall enable the Employer to contact the next person on the list.
- 13.07.05 A teacher on the recall list shall retain such status for a maximum period of three (3) years, subject to 13.07.06.
- 13.07.06 A teacher who refuses recall to a position, for which the teacher is qualified or

for which the teacher has expressed a preference (see 13.03.04), on more than two (2) occasions, shall be removed from the recall list and will not be offered any further employment opportunities provided that:

- (a) refusal to accept a recall to a school which exceeds the geographic limitations set out in 13.02.03, shall not be considered a "refusal" within the meaning of this paragraph;
- (b) other refusals to recall may also be exempted from this paragraph, provided that reasons for such refusal are acceptable to the Director or designate; and
- (c) unavailability for recall in accordance with 13.07.03, and refusal of part-time assignment under 13.07.08, shall not result in a "refusal" in accordance with this paragraph.

13.07.07 Teachers who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only.

13.07.08 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. A teacher who accepts less than their entitlement has a right to be offered subsequent positions which are compatible with their assignment and/or their entitlement, subject to qualifications and program need as per 13.01.06.

13.07.09 A teacher on the recall list shall be entitled to continue to be enrolled, at the teacher's own expense, in the group benefit plans, in which the teacher was enrolled immediately prior to being declared redundant.

13.07.10 Available staff vacancies shall be offered to qualified teachers on the recall list prior to any external posting.

13.07.11 A teacher on lay-off who has achieved employment with another employer, and who accepts recall, will be allowed two (2) weeks notice to that employer prior to commencing in the new position with the Board.

13.07.12 A member who is recalled to a position is considered for the purposes of seniority to have unbroken service with the Board, in accordance with Article 12.

13.08 General

13.08.01 The President of the Local and/or the Joint Staffing Committee shall be provided with all relevant information in order to ensure that the procedures related to transfer, surplus, redundancy, lay-off and recall are followed.

ARTICLE 14 - GRIEVANCE AND ARBITRATION PROVISIONS

14.01 Definition of Grievance

Any dispute or difference involving the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, in which case efforts shall be made to settle any such grievance fairly and promptly in the following manner.

14.02 Informal Complaint Stage

If a teacher and/or the Local designate is/are unable to resolve by informal discussion with the Principal (supervisor) and/or appropriate Superintendent any question as to the interpretation, application, administration, or alleged violation of the terms of this Agreement, including any question as to whether a matter is arbitrable, a grievance may be filed as hereinafter provided.

14.03 General Provisions

14.03.01 The Parties to a grievance are the Union/Local and the Employer.

14.03.02 If there are two (2) or more grievances concerning similar matters, they may, upon mutual consent, be heard or considered together as one grievance.

14.03.03 The time limits fixed for the grievance procedure under this Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties.

14.03.04 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted upon the written consent of the Parties.

14.03.05 For the purposes **of** this Article, the term "day" shall mean a scheduled instructional day within the school year.

14.03.06 The terms of settlement of any grievance, at any step, shall be put in writing and signed by the authorized representative(s) of the Parties.

14.03.07 Any grievance(s) initiated and being processed under the terms of a Collective Agreement between the Union/Local and a predecessor Board shall be dealt with under the grievance and arbitration procedure as set out in the Collective Agreement under which the grievance was initiated.

14.03.08 Any grievance in the case of a teacher who has been dismissed for cause, shall be filed at Step Two within ten (10) days of receipt of written notice of termination.

14.04 Grievance Procedure - Individual and Group Grievances

In the case of a grievance by the Union/Local on behalf of one of its members or a group of members, the following steps shall apply:

14.04.01 Step One

The grievance must be submitted in writing to the appropriate Superintendent or designate within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known.

The grievance shall specify the essential nature of the matter at issue, the particular provision(s) of the Agreement which is (are) alleged to have been violated, and the remedy requested, and shall be signed by a duly authorized representative of the Union/Local.

The Union/Local and the appropriate Superintendent or designate shall meet within ten (10) days from the receipt of the grievance to discuss the matter(s) at issue and to endeavour to effect a settlement. The Superintendent or designate shall respond in writing to the grievance within ten (10) days of the meeting.

14.04.02 Step Two

If the grievance remains unresolved after Step One, the grievance may be referred, in writing, to Step Two within ten (10) days of the Step One response, or within ten (10) days of the expiry of the Step One deadline, whichever first occurs. The Step Two referral shall be directed to the Director of Education and the Human Resources Administrator, who shall then arrange a meeting between representatives of the Union/Local and a three-person sub-committee of the Board's Executive Council. The meeting shall be held within fifteen (15) days of receipt of the Step Two referral. A written response to the grievance shall be provided within ten (10) days of the meeting.

14.04.03 Step Three

If the grievance remains unresolved after Step Two, the Union/ Local may submit the grievance to arbitration as per 14.07.

14.05 Policy Grievances

The Employer or the Union/Local may initiate a policy grievance beginning at Step Two of the grievance procedure. Such grievance shall be initiated by giving written notice to the other Party within thirty (30) days following the day that the cause for the grievance

became known or ought reasonably to have become known to the grieving Party. In the case of an Employer grievance, the grieving and responding roles as set out above are appropriately reversed.

14.06 Grievance Mediation

At any stage of the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed, in writing, to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

The fees for the Mediator shall be shared equally by the Parties.

14.07 Arbitration

14.07.01 The Party seeking to proceed to arbitration shall notify the other Party of such intent, in writing, no later than ten (10) days following receipt of the response at Step Two, or from the expiry of the time for giving such response.

14.07.02 The referral to arbitration shall contain the name of the first Party's appointee to the Arbitration Board. The recipient of the referral shall, within five (5) days, inform the other Party of the name of its appointee to the Arbitration Board. The two appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the two appointees fail to agree upon a Chairperson within the time specified, the appointment shall be made by the Minister of Labour upon the request of either Party.

In any particular grievance, the Parties may agree to use a single Arbitrator.

14.07.03 The provisions of paragraphs 14.07.04, 14.07.05 and 14.07.06 related to an Arbitration Board shall similarly apply to a single Arbitrator.

14.07.04 The Arbitration Board 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.

14.07.05 No person may act as a member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.

- 14.07.06 The decision of the Board of Arbitration shall be final and binding upon the Parties to this Agreement. 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.
- 14.07.07 If a grievance is heard by an Arbitration Board, each of the Parties, being the Employer and the Union/Local, shall be responsible for the fees and expenses of its own appointee, and the Parties shall share equally the fees and expenses of the Chairperson. If the grievance is heard by a single Arbitrator, the Parties shall be responsible for an equal share of the fees and expenses of the Arbitrator.
- 14.07.08 In the case of a Board of Arbitration, the decision shall be given within sixty (60) calendar days after the hearing on the matters submitted to arbitration is concluded. In the case of a single Arbitrator, the decision shall be given within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded.

14.07.09 Powers of the Arbitrator/Board of Arbitration

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

14.07.10 Attendance at Grievance Meetings

Excluding arbitration, attendance at grievance meetings is at the discretion of the teacher, provided:

- (a) if the attendance is required by the Employer, coverage for the teacher absence is the responsibility of the Employer.
- (b) if the attendance is required by the Union/Local, or is at the request of the teacher, responsibility for coverage of the teacher absence is the responsibility of the Union/Local. Reimbursement for costs shall be at the daily occasional rate.

As far as is practicable, such meetings shall be held outside of instructional hours.

Coverage for any teacher's attendance at an arbitration hearing shall be the responsibility of the Party requiring the teacher's attendance. Reimbursement for costs shall be at the daily occasional rate.

ARTICLE 15 - CUMULATIVE SICK LEAVE

15.01 Sick Leave Account

- 15.01.01 Each teacher is entitled to an annual sick leave allowance of twenty (20) days per school year, on the first working day of the school year. Such allowance shall be pro-rated for teachers who are employed less than full-time. Teachers who commence employment during the school year shall be credited with a pro-rated number of sick days on the teacher's first day of work.
- 15.01.02 A record shall be maintained of each teacher's credited and accumulated sick leave, and each teacher will be advised in writing by September 30 of each year of the teacher's total sick leave accumulation. Upon the acceptance of a letter of resignation from a teacher, and upon written request, the Employer shall provide the teacher with **an** up-dated statement of accumulated sick leave within thirty **(30)** school days of receipt of the written request.

15.02 Sick Leave Credit Accumulation

- 15.02.01 The unused portion of the annual sick leave allowance may be carried forward and accumulated from year to year, to a maximum of two hundred (200) days. Notwithstanding the above, a member may accumulate up to three hundred (300) days for the purposes of Retirement Gratuity.
- 15.02.02 A teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Board or another Collective Agreement or employment relationship with the Board shall be entitled to have such accumulated sick leave credited according to the limits in 15.02.01.

15.03 Transfer of Credits

For any newly-hired teachers, sick leave credits from an eligible previous employer are transferable in accordance with sub-section 180(4) and 180(6) of the *Education Act*, but are not available as a credit to augment any retirement gratuity entitlement. Such transferred credits shall be used first in case of absences chargeable to sick leave. Sick leave credits obtained prior to any interruption of teaching employment will not be recognized. For the purposes of this clause, where a teacher has been recalled following lay-off, the period of time on lay-off shall not be viewed as an interruption of teaching employment.

15.04 Account Debited

Deductions from a teacher's accumulated sick leave for absences of less than a full day

shall be pro-rated to the nearest half day. Leave taken because of personal illness, emergency treatment, doctors appointments, hospital tests, medical consultation or therapy shall be charged against sick leave credits.

15.05 Medical Certificate

If an absence due to illness/injury extends beyond three (3) consecutive work days, a teacher shall provide a medical certificate from the teacher's physician or dentist, if requested by the Director or designate. For other absences, in extenuating circumstances, and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical certificate from the teacher's physician or dentist, in which case the Employer shall reimburse the teacher for the cost of the medical certificate.

15.06 Workplace Safety and Insurance Act

If absence is due to an accident compensable under the *Workplace Safety and Insurance Act*, the period of absence charged against cumulative sick leave shall represent only the time equivalent of the cash supplement paid by the Employer.

1.7 Sick Leave is not available to augment benefits from Long-Term Disability.

ARTICLE 16 -RETIREMENT GRATUITY

16.01 A retirement gratuity will be paid to any teacher who has a minimum of ten (10) years of continuous service, immediately prior to retirement, with Trillium Lakelands District School Board and/or one of its predecessor Boards and who, upon retirement, qualifies for the immediate payment of a pension from the Ontario Teachers' Pension Plan. For the purposes of the qualifying period, an approved leave does not constitute an interruption of "continuous service". "Immediate payment of a pension" under this paragraph means the retiring teacher will be eligible to receive a pension from the Ontario Teachers' Pension Plan within six (6) months from the date of retirement, and written documentation from the Ontario Teachers' Pension Plan Board will be provided to the Employer by the retiring teacher. For clarity, a teacher who is "eligible to receive a pension", but opts for the commuted value benefit, shall remain eligible for a retirement gratuity.

16.02.01 Except as provided in 16.03 below, the gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{N}{2} = G$$

Where A = the teacher's annualized earnings (including any allowances) at the rate received by the teacher immediately prior to

retirement or death;

And **N** = the number of sick leave days accumulated while the teacher was in the employ of the Board or one of its predecessor Boards, and remaining in the teacher's sick leave account at the time of retirement, but not including those days transferred from another Board, municipality or Ministry of Education;

NOTE: Teachers who were previously employed by the Muskoka Board of Education, who did not have retirement gratuity entitlement prior to this Agreement, shall begin to accumulate sick leave credit for the purposes of retirement gratuity beginning September 1, 1998, and sick days accumulated prior to September 1, 1998 shall not be counted under "N" in the formula set out above. It is understood that this clause shall not affect the total accumulated sick leave for any such teacher, but only sick leave accumulated for retirement gratuity purposes. It is further understood that, for such teachers, sick leave usage shall be charged first against pre-September 1, 1998 sick day accumulations.

And **G** = the gratuity to a maximum of one-half year's annualized earnings (including any allowances) at the rate received by the teacher immediately prior to retirement or death.

16.02.02 A teacher may accumulate up to three hundred (300) days for retirement gratuity purposes, but if, at the time of death or retirement, the credit exceeds two hundred (200) days, only two hundred (200) days may be used in the formula in 16.02.01.

16.03 Where a teacher who is eligible for a retirement gratuity under paragraph 16.01 retires prior to becoming eligible to receive an actuarially unreduced pension under the Teachers' Pension Plan, the retirement gratuity will be calculated as in paragraph 16.02.01, and then reduced by .10 times the number of years by which the actual retirement date precedes the date at which the teacher would have been eligible for an actuarially unreduced pension under the Teacher's Pension Plan had the teacher continued in employment until such date. For greater certainty, this provision will not apply if the teacher is retiring to an unreduced pension in accordance with any Early Retirement Program under the Ontario Teachers' Pension Plan.

16.04 As per sub-section 180 (3) of the *Education Act*, a teacher who elects to accept an offer from the Employer for a reduction in employment from full-time to part-time (including in the year preceding retirement or death) is entitled to a gratuity of up to one-half of the teacher's full-time annual rate of earnings at the time of retirement or death.

16.05 For the Employer's planning and budgeting purposes, six (6) months' notice of retirement

will be given, except in the case of illness or unexpected circumstances where the notice requirement will be waived.

16.06 A retirement gratuity will be paid to the Estate of a teacher who dies while in the employ of the Board under the same terms and conditions as if the teacher had retired in a normal manner.

16.07 Payment will be made in:

- (a) a bulk payment to the Estate of the deceased teacher within three (3) months of the death of the teacher; or
- (b) at the discretion of the teacher at any time in a bulk payment between September and June of the following school year.

ARTICLE 17 - LEAVES OF ABSENCE

17.01 Long Term Leaves of Absence

17.01.01 A teacher may request an unpaid leave of absence of up to three (3) consecutive school years. Any request for such a leave shall be submitted, in writing, to the Director or designate by March 15 in the academic year preceding that in which the leave is to commence, with a copy to the Local President and the Principal. Leaves which might be requested for January 1 shall be submitted by the preceding October 15. Leaves may be considered, with mutual consent, for other timeframes.

Such leaves may be granted for various reasons, which may or may not involve educational endeavours.

It is further understood that such leaves may be granted for the purpose of campaigning for or serving as an elected official with the Federal, Provincial or Municipal government, or for humanitarian/health reasons in cases where sick leave credits have been exhausted.

17.01.02 Leaves shall be granted if there is a teacher on the recall list, according to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall, who is qualified for and accepts the position. In all other cases, Long Term leave may be granted subject to program needs and paragraph 17.03.11. A request for leave of absence without pay shall not be unreasonably denied.

17.01.03 A Teacher returning from a Long Term leave shall be reinstated to the

position and worksite which the Teacher held prior to the leave. If the position no longer exists, the teacher shall be placed in a comparable position at the work site subject to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall.

17.01.04 A teacher on such a leave of absence shall be entitled to participate, at the teacher's own expense, in the insured benefit plan as outlined in Article 11. While on Long Term leave, sick leave credits shall be retained but shall not accumulate.

17.01.05 Authorized Long Term Leaves of Absence do not constitute a break in continuous service for seniority purposes, as specified in paragraph 12.03(c)

17.02 Short-Term Leaves of Absence

17.02.01 Paternity/Adoption Leave

The Employer, upon the request of a teacher, and receipt of a medical certificate stating that a teacher's spouse is pregnant, shall grant the teacher one day of paternity leave without loss of pay, benefits or deduction from sick leave. This leave may be taken at the teacher's discretion, in whole or in part, during the pregnancy or following the birth of a child.

A teacher adopting a child who does not take parental leave in accordance with 18.01, Pregnancy and Parental Leave, shall be entitled to three (3) days of adoption leave without loss of pay, benefits or deduction from sick leave.

17.02.02 Bereavement Leave

A teacher shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a parent, spouse, child, sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and fiancé(e). One day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle, grandparent-in-law and close personal friend.

It is understood that "spouse" includes legally recognized spousal equivalents.

At the discretion of the Director, or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement. Any such days shall not be charged against sick leave, nor against Compassionate/Personal Leave.

17.02.03 Compassionate/Personal Leave

(a) Leaves of absence for other than personal illness may be granted without reduction of salary up to a total of five (5) days per school year as per 17.02.03 (b), subject to approval of the Principal. Leaves of absence may also be granted, by the Director or designate, for compassionate/Personal Leave with pay, for reasons other than those provided for in 17.02.03 (b). It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed five (5) days per school year. If the teacher is refused leave by the Principal, the teacher has the right to appeal to the Director of Education. This leave of absence is not cumulative.

(b) The Employer shall grant Compassionate/Personal Leave for:

1. Attending to the needs of an ill or injured member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative for whom the teacher bears special responsibilities.)
2. Accompanying an immediate family member to a doctor's office or hospital.
3. Needs directly related to the birth or adoption of a child.
4. Attending a wedding.
5. Attending graduation exercises.
6. Writing an examination from a post-secondary institution, including one-half day before the exam.
7. Moving.
8. Legal appointments.
9. Municipal business.
10. For the observance of Holy Days for a religion which is recognized in the *Marriage Act* as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies."
11. Acting as a pallbearer at a funeral for which the teacher is not eligible for a Bereavement Leave under 17.04.02.

- (c) Absences arising from 17.02.03 (a) and (b) will be charged against sick leave credits.
- (d) The Employer may grant additional Compassionate/Personal Leave, without pay, to a maximum of two (2) days per school year.
- (e) A teacher taking any of the leaves under 17.02.01, .02, or .03 shall complete the Employer's Personal Leave log at their school/ worksite.

17.02.04 Quarantine, Jury and Witness Duty

- (a) Leave, without loss of pay, benefits or deduction from sick leave shall be granted to a teacher who, because of exposure to a communicable disease, is quarantined or otherwise prevented by order of the medical health authorities from attending upon his or her duties.
- (b) Teachers shall be granted leave, without loss of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the teacher is not a party, provided the teacher pays to the employer any fees received as a juror or witness, exclusive of travelling allowances and living expenses.
- (c) Where a teacher in the employ of the Board is charged with an offence directly related to the teacher's employment, the teacher shall not suffer a loss of pay for the time spent in court under a summons.

17.03 Self-Funded Leave Plan

- 17.03.01 Any teacher with a minimum of one year's service with the Board is eligible to apply for a Self-Funded Leave Plan, which has been developed to afford teachers the opportunity of taking a one-year or half-year leave of absence, with pay, by spreading salary over a longer period of time (e.g. 4 years' salary over 5 years or one-half year's salary over 1 year). The maximum period for a Self-Funded Leave Plan shall be six (6) years.

The standard Self-Funded Leave Agreement Form will be shared with the Local.

- 17.03.02 Applications for self-funded leave shall be submitted, in writing, to the Director (or designate) on or before March 1, with a copy to the Local President, the Principal and the Human Resources Administrator. The application shall specify the desired salary deferral program.
- 17.03.03 Written acceptance or denial of the teacher's request shall be forwarded to the teacher by April 15. An application for Self-Funded Leave shall not be unreasonably denied. Written denials will be accompanied by an explanation.

An individual Self-Funded Leave Agreement shall be completed by June 30.

- 17.03.04 The salary and any accrued interest shall be paid to the teacher in the manner specified in the Self-Funded Leave Agreement governing the Leave Plan of that teacher.
- 17.03.05 The individual Self-Funded Leave accounts shall be administered and invested by the Superintendent of Business. The Superintendent of Business will meet annually prior to June 15 with a committee of three (3) representatives appointed by the Bargaining Unit to review the operation of the plan and discuss the investment of the funds for the following school year. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October 31, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August 31, including interest earned for the year.
- 17.03.06 While on self-funded leave:
- (a) the teacher is entitled to participate, at the teacher's own expense, in the insured benefit coverage as outlined in Article 11 ;
 - (b) Teachers' Pension Plan deductions shall be continued in accordance with the regulations established by the *Teachers' Pension Act*;
 - (c) sick leave credits shall be retained but shall not accumulate.
- 17.03.07 A teacher returning from self-funded leave shall be reinstated to the position and work site which the teacher held prior to the leave. If the position no longer exists, the teacher shall be placed in a comparable position at the work site subject to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall.
- 17.03.08 If a teacher dies, resigns from the Board, is laid off, or is otherwise terminated, the Employer shall pay to the teacher's estate or to the teacher, as the case may be, within sixty (60) days, the amount of salary withheld up to that time, together with any accrued interest.
- 17.03.09 Any teacher who began a Self-Funded Leave Plan with one of the predecessor Boards is entitled to continue that Plan in accordance with the terms and provisions previously entered into between the teacher and the predecessor Board, subject to administration of the Plan in accordance with 17.03.05.
- 17.03.10 These provisions are subject to Revenue Canada requirements.
- 17.03.11 General

Excluding leave for illness/injury and leave for Federation business, no combination of consecutive leaves under this article shall exceed three (3) consecutive school years. This stipulation may be waived at the sole discretion of the Director or designate in exceptional circumstances. This provision shall not abrogate the statutory entitlement of any teacher.

17.03.11.1 With the exception of grid experience specifically recognized in Article 9 (Salary Grid), credit for grid experience does not accrue while a teacher is on Self-Funded Leave, Long Term Leave, or Extended Leave.

17.04 Federation Leave/Release Time

17.04.01 The Employer agrees to provide up to 4.0 F.T.E. Federation leaves for Local business. This leave shall be provided to those teacher(s) who are identified by the Local, provided that the Local shall reimburse the Employer for the cost of the release, as follows:

(a) the full Board cost for insured benefits coverage of the released member(s);

(b) the full grid salary and any allowances of the staff members on leave.

17.04.02 The teacher(s) on Federation leave shall be entitled to all relevant terms and conditions of this Agreement as if working at their normal assignment.

17.04.03 A teacher returning from Federation Leave shall be re-instated to the position and work site which the teacher held prior to the leave. If the position no longer exists, the teacher shall be placed in a comparable position at the work site subject to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall.

17.04.04 The Employer agrees to release Bargaining Unit members for Union/Local business at the request of the President of the Local, provided that the Local shall reimburse the Employer for any replacement costs incurred. Total time release under this paragraph shall not exceed a total of forty (40) days in any school year.

17.04.05 In addition to the Federation leave specified in 17.04.01 above, the Employer will also grant a leave of absence to a teacher who holds elected office requiring full-time duty at the provincial level. In such cases, the Union shall similarly reimburse the Employer for the full cost of the teacher being released. A teacher on leave of absence under this paragraph shall be entitled to the rights specified in paragraphs 17.04.02 and 17.04.03 above.

17.04.06 The Employer agrees to release Bargaining Unit members with occasional teacher coverage at the expense of the Local, for the purpose of negotiating a collective agreement with the Employer.

ARTICLE 18 – PREGNANCY AND PARENTAL LEAVES

18.01 General

18.01.01 A teacher who has been employed for at least thirteen (13) weeks prior to the expected birth/adoption date shall be granted a pregnancy leave and/or parental leave upon a minimum of two (2) weeks written notification to the Director or designate of the dates on which the teacher intends to leave and return to active employment, with a copy to the TLETL President and to the Principal.

18.01.02 For pregnancy leave, the teacher shall provide the Employer with a medical certificate indicating the expected date of birth.

18.01.03 The timing and length of the pregnancy leave and/or parental leave shall be at the discretion of the teacher. The maximum pregnancy leave shall be seventeen (17) weeks and the maximum parental leave shall be eighteen (18) weeks. Any extension of the leave shall be in accordance with Article 18.02.

18.01.04 The Employer shall continue to pay its portion of the costs of the teacher's benefit coverage according to this Agreement during the statutory leave period, unless the teacher elects, in writing, not to continue the benefit coverage.

18.02 S.U.B. Plan

A teacher granted a pregnancy leave or a parental leave pursuant to this Article shall be compensated by the Board under an Employment Insurance Commission of Canada (E.I.C.) approved supplementary unemployment benefit plan for the two (2) week waiting period under E.I.C. at a weekly rate equal to 95% of the E.I.C. weekly insurable earnings for the ten (10) day period provided that the teacher:

- (a) is eligible for pregnancy or parental leave benefits under E.I.C. laws and regulations; and
- (b) makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.C.

No supplementary benefit will be paid under this Plan for any week in the waiting period which falls outside the teacher's normal employment period (i.e. July and August if ten (10) month employment). The supplementary benefit plan shall be subject to approval by E.I.C.

18.03 Early Return

A teacher may terminate a pregnancy or parental leave and return to work upon providing the Board with four (4) weeks' written notice.

18.04 A teacher on pregnancy/parental leave shall continue to accrue credit for sick leave and teaching experience for grid placement, as well as seniority in accordance with paragraph 12.03(c).

18.05 Return to Position

A teacher returning from a pregnancy/parental leave to active employment shall be reinstated to the position and worksite which the teacher held prior to the leave. If the position no longer exists, the teacher shall be placed in a comparable position in the system. Notwithstanding this provision, the teacher's return to active employment is subject to Article 13 – Transfer, Surplus, Redundancy, Layoff and Recall.

18.06 Pregnancy Related Illness

Pregnancy is regarded as a normal health condition and not as a sickness. No distinction is made between pregnancy-related illness and other types of illness for the purpose of sick leave coverage.

18.07 Adoption Leave

For clarity, it is understood that adoptive parent(s) are eligible for Parental Leave. While it is expected that the adoptive parent will provide the two (2) weeks' written notice specified in 18.01.01, it is understood that when the child comes into the teacher's care, custody and control sooner than expected, the Parental Leave may begin immediately.

18.08 Extended Leave for Child Care

18.08.01 Upon request to the Director or designate, a teacher shall be granted **an** Extended Leave for Child Care of up to two (2) additional school years. While it is understood that Extended Leave for Child Care will normally be taken immediately following a Parental Leave, it is further understood that the leave may be taken at a later date. The following conditions shall apply to an Extended Leave for Child Care:

(a) the teacher must apply in writing for the extended leave at least six (6) weeks in advance of the commencement of the extended leave, with a copy to the TLETL President and the Principal.

(b) the return from leave shall end on one of the following dates:

the end of the Christmas break,
the final day of the March break;
the end of the school year;
by mutual agreement, at another natural break in the school year.

18.08.02 A teacher returning from an Extended Leave for Child Care shall be reinstated to the position and worksite which the teacher held prior to the leave. If the position no longer exists, the teacher shall be placed in a comparable position in the system, subject to Article 13 – Transfer, Surplus, Redundancy, Layoff and Recall.

18.08.03 A teacher on an Extended Leave for Child Care shall be entitled to participate, at the teacher's own expense, in the insured benefit plan as outlined in Article 11.

18.08.04 A teacher shall continue to accrue seniority during an Extended Leave for Child Care, in accordance with paragraph 12.03 (c).

ARTICLE 19 - MEDICAL PROCEDURES

19.01 No teacher shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well being of the pupil or subject the teacher to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.

1.2 It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases, or to diagnose such conditions or diseases.

ARTICLE 20 – STAFFING & WORKING CONDITIONS

20.01 Staffing

In accordance with the *Education Act*, related Statutes and Regulations of the Province of Ontario, the Board agrees to staff elementary schools at or below the prescribed staffing ratios, based on October 31st enrolment.

20.02 Divisional Class Sizes

The Employer, in consultation with the District Staffing Committee, shall consider the following factors when making decisions regarding assignment of teaching staff to classes:

<u>Division</u>	<u>Guideline</u>
JK/SK	20 ± 5
Primary	23 ± 5
Junior	26 I 5
Intermediate	29 I 5

It is understood that the factors are guidelines, and not mandatory.

20.03 School Year

The school year shall be in accordance with the *Education Act* and Regulations, and shall not exceed what is required by provincial regulations. It is understood and agreed that the Local will be consulted in the development of the school year calendar.

20.04 Lunch Break

A scheduled interval between classes for the lunch break for pupils and teachers shall be not less than forty (40) consecutive minutes, in accordance with Regulation 298 (RRO 1990, S.S. 3(5), as amended).

Any other arrangements which are agreed to shall be reported to and monitored by the Labour Management/Liaison Committee.

20.05 Extra-Curricular Activities

It is understood that extra-curricular activities are voluntary.

20.06 Instructional Time

The Board shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than thirteen hundred and sixty (1,360) minutes for each period of five (5) instructional days during the school year.

Part-time teachers shall have their instruction to pupil time pro-rated

20.07 Preparation Time

Exclusive of morning and afternoon recesses and the lunch period, each teacher on a full-time assignment shall be assigned at least one hundred and forty (140) minutes free from supervisory, teaching or other duties within the instructional day and within each period of five (5) instructional days.

Teachers on part-time assignments shall have this time pro-rated.

20.08 Teacher Absence

The Board shall provide an occasional/supply teacher when that is necessary due to the absence of a regular classroom teacher.

A Principal and/or vice-principal may replace an absent teacher.

20.09 Time for Traveling

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

20.10 Travel Expenses

20.10.01 An itinerant teacher whose assignment requires that they instruct at more than one worksite during a day shall receive a mileage allowance, in accordance with Board Policy/Administrative Procedure, for the distance travelled between worksites during the school day.

20.10.02 In respect of any other travel required and authorized by the Board, teachers shall be entitled to claim a mileage allowance, in accordance with Board Policy/Administrative Procedure.

20.11 Staff Meeting

Each Principal shall determine the frequency and scheduling of regular staff meetings in consultation with the teaching staff at the school. Notice of regularly scheduled staff meetings will be provided to the teaching staff. Teachers shall have the right to place items on the staff meeting agenda.

20.12 Professional Development Day

The Board shall designate, for the District, the afternoon of one Professional Development Day per year to be used by individual teachers for appropriate professional activities, including, but not limited to, additional preparation time and/or appropriate professional activities.

For the school year 2000/2001, the Board shall designate two half-days for appropriate professional activities, including, but not limited to additional preparation time and/or appropriate professional activities.

20.13 District School Board Staffing Committee

- 20.13.01 A District School Board Staffing Committee shall be established.
- 20.13.02 The Staffing Committee shall be composed of up to three (3) Local representatives and up to three (3) Board administrators.
- 20.13.03 The Staffing Committee may request the attendance of resource personnel who are employees of the Board.
- 20.13.04 Prior to March 15, the Staffing Committee shall meet to examine and to make recommendations related to the number of teachers to be assigned according to the projected enrollment.
- 20.13.05 Prior to September 30, the Staffing Committee shall meet to review the organization of schools and the assignment of teachers to schools.

ARTICLE 21 – PROFESSIONAL DEVELOPMENT

- 21.01 The Employer will provide \$50,000.00 for each school year to be used for supporting teachers' attendance at conferences, in updating courses and similar activities of a professional development nature. The fund will be administered by the TLETL Professional Development Plan Committees composed of no fewer than three (3) members. Information concerning the guidelines and application procedures for benefits under the plan are available from the Federation Representative.

ARTICLE 22 - SABBATICAL LEAVE

It is understood that the Sabbatical provisions below shall be suspended for the life of this Agreement.

- 22.01 Sabbatical leave may be granted for a period of one school year, or such shorter period as the teacher requests.
- 22.02 The request for sabbatical leave shall be made in writing to the Board no later than January 1 for it to take affect the following September 1. The request shall be made no later than June 1 for it to take affect the following January 1. Such a request shall include details of the activities of the proposed leave.
- 22.03 The purpose of a sabbatical leave shall be to undertake a study program that meets the following criteria:

- it must be for the purpose of improving teaching techniques, curriculum study, or other worthwhile educational pursuits;
- it must not result in the gaining of credits which are applied toward a change of category, or an extra degree used to obtain a raise in salary unless the program is requested by the Board;
- it must be a program that could not normally be taken at a time or times other than during the school year.

- 22.04 The Employer shall notify the applicant of its decision no later than April 1 for leave in September and October 1 for leave in January.
- 22.05 During a sabbatical leave, a teacher shall receive 75% of the salary paid that person based on teaching experience and qualifications according to Article 9. The teacher shall also be permitted to continue participation in the group benefits program at their own expense. In addition, the Employer will pay for 75% of any required tuition fee to a maximum of \$500.00.
- 22.06 All relevant provisions of this Collective Agreement shall apply during a sabbatical leave. Without limiting the generality of the foregoing, teaching experience and seniority shall continue to accumulate.
- 22.07 Any teacher returning from a sabbatical leave has the right to be reassigned to the same position held prior to the leave *or* an equivalent position in the same school subject to the lay-off procedures in Article 13.
- 22.08 A teacher shall agree in writing to remain employed by the Board for a period equal to the period of the leave following the termination of the leave, provided there is work available that the teacher is qualified to perform.
- 22.09 Upon completion of a sabbatical leave, a teacher shall submit to the Board a written report respecting the activities of the leave, in a form that can be usefully shared with other teachers in the system.
- 22.10 A maximum of two (2) teachers per year may be granted sabbatical leave provided the teacher(s) meet the necessary requirements and make proper application.
- 22.11 Any denial of a request for sabbatical leave shall be copied to the President of the Local.

LETTER OF UNDERSTANDING

- between -

**Trillium Lakelands Elementary Teachers' Local
(hereinafter called the "TLETL")**

- and -

**Trillium Lakelands District School Board
(hereinafter called the "Employer")**

RE: EXTRA DEGREE ALLOWANCE FOR AN ADDITIONAL BACHELOR'S DEGREE

Members who were receiving an allowance for an additional Bachelor's Degree (e.g. B.Ed., B.D., B.Th., B.Paed.) as of August 31, 1998, under the Collective Agreement with their predecessor Board, shall continue to receive such allowance as long as the members remain in employment with the Trillium Lakelands District School Board.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 14.

Dated at Lindsay this _____ day of January, 2000.

For the Employer

For the Union/Local

LETTER OF UNDERSTANDING

- between -

**Trillium Lakelands Elementary Teachers' Local
(hereinafter called the "TLETL")**

- and -

**Trillium Lakelands District School Board
(hereinafter called the "Employer")**

re: Parent-Teacher Interviews

Realizing that parent-teacher interviews may significantly extend the length of the school day for teachers, Principals will structure the professional activity day such that it enables teachers flexible arrival and/or departure times in recognition of their extended day. Teachers and Principals may make other arrangements.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 6.

Dated at Lindsay this _____ day of January, 2000.

For the Union/Local:

For the Employer:

signed at Lindsay, Ontario, this _____ day of January, 2000.

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

Judy Saunders - Chairperson

Evelyn Brown - Director of Education

on behalf of THE TRILLIUM LAKELANDS ELEMENTARY TEACHERS' LOCAL:

John McClelland - President
E.T.F.TO. - Trillium Lakelands Elementary
Teachers' Local

Wanda Bailey - Chief Negotiator
Elementary Teachers' Federation of Ontario

Mark Hachmer - Collective Bargaining Representative
E.T.F.TO. - Trillium Lakelands Elementary
Teachers' Local

DATES AND DEADLINES AT A GLANCE

August 31	Requirements for placement in a higher category for September 1st, pg. 8, 9.01.02(a)(i)
October 1	Confirmation of acceptance/denial of Sabbatical Leave for January, pg. 43, 22.04
October 15	Request for Long-Term Leave of Absence for January, pg. 32, 17.01.01
October 31	Self-Funded Leave Plan Personal Statement of Account provided, pg. 35, 17.03.05
November 22	First Seniority List posted in schools, pg. 18, 12.06.02
November 30	Retirement, Resignation, Termination for December 31st, pg. 4, 8.05
December 21	Members to advise H.R. of Errors in Seniority List, pg. 18, 12.06.03
December 31	Documentation required for category change for September 1st, pg. 8, 9.01.02(a)(ii)
December 31	Requirements for placement in a higher category for January 1st, pg. 9, 9.01.02(b)(i)
January 1	Applications for Sabbatical Leave for September 1st, pg. 43, 22.02
January 15	Final Seniority List posted in schools, pg. 18, 12.06.04
March 1	Applications for Self-Funded Leave Plan, pg. 35, 17.03.02
March 15	Application for Voluntary Transfer, pg. 19, 13.02.01
March 15	Request for Long-Term Leave of Absence for following year, pg. 32, 17.01.01
April 1	Confirmation of acceptance/denial of Sabbatical Leave for September, pg. 43, 22.04
April 15	Acceptance/Denial of application for Self-Funded Leave Plan, pg. 35, 17.03.03
April 30	Notification of Surplus to Schools, pg. 21, 13.03.03
May 15	Withdrawal/modification of Voluntary Transfer Form, pg. 21, 13.04.01
May 15	Notification of Redundancy, pg. 22, 13.05.04
May 31	Retirement, Resignation, Termination for June 30th, pg. 4, 8.05
June 1	Commencement of Voluntary Transfer/Surplus to School procedure, pg. 22, 13.04.05
June 1	Applications for Sabbatical Leave for following January, pg. 43, 22.02
June 15	Meeting for Self-Funded Leave Plan Committee, pg. 35, 17.03.05
June 30	Documentation required for category change for January 1st, pg. 8, 9.01.02(b)(ii)
June 30	Completion of Self-Funded Leave Plan Agreement, pg. 35, 17.03.03