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COLLECTIVE AGREEMENT

BETWEEN

SIMCOE COUNTY DISTRICT SCHOOL BOARD

AND

STATUTORY MEMBERS OF THE UNION

OF

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

FOR THE PERIOD

SEPTEMBER 1, 2002

TO

AUGUST 31, 2004

Louise
15/3/2005
INDEXED

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Effective Period

This Agreement shall come into force and effect on ~~September 1st, 2002,~~ and shall expire on August 31st, 2004, subject to the Education Act and the Labour Relations Act.

ARTICLE I-- INTENT, PURPOSE AND SCOPE

1.01 Intent

It is the intent of the Parties of this Collective Agreement (hereinafter referred to as the "Agreement") to maintain harmonious relationships between the Board and the Teachers of the Elementary Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

1.02 Purpose

Except for mutually acknowledged error, oversight or inadvertance, this Agreement shall specify the entitlement of those Teachers covered by this Agreement as to salaries, allowances, related benefits, certain conditions of employment and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

1.03 Scope

This Collective Agreement shall apply to the Board and to the members of the Union employed by the Board as a Teacher.

ARTICLE II-- RECOGNITION AND RIGHTS

2.01 Bargaining Agents

- (a) The employer being the Simcoe County District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers, Principals and Vice-Principals.
- (b) It is the responsibility of the Union to inform the Board from time to time of who is authorized to act on behalf of the Union.

2.02 Management Rights

The right to manage and conduct the business of the Board resides with the Board and its administration except to the extent specifically modified by a provision of this Agreement. Without limiting the generality of the foregoing, the Board's rights shall include the right to hire, assign, evaluate, promote, demote and transfer Teachers,

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including the assessment of the requirements for positions; the right to discipline Teachers for just cause; the right to dismiss Teachers subject to their rights under the Labour Relations Act and the Education Act, the right to terminate redundant Teachers; the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives; the right to plan and control the teaching and other programs and activities of the Board; the right to determine the programs offered by the schools, the right to determine job content and functions to be performed, the number of students to be allocated to a program, class size, subjects to be taught, the designation or establishment of departments, the organizational units, or areas of study, the selection of individuals to positions of responsibility, the hours of school, the school year, the holidays to be observed; the right to make, change and enforce reasonable rules and regulations and all other such aspects of the Board's jurisdiction as outlined in the legislation and regulations pertaining to education in the Province of Ontario.

2.03 Just Cause

- (a) No teacher shall be demoted, discharged, dismissed, or disciplined in any way without just cause. Such cause shall be provided to the teacher in writing, within five (5) working days from the time the teacher is informed of any such action.

It is recognized that a lesser standard of just cause applies to the termination of probationary teachers. The parties agree that Articles 2.05, 2.06(c) and 6 apply to probationary teachers.

- (b) Prior to the imposition of any of the actions listed in (a), there shall be a meeting held between the teacher and a Board representative to discuss the matter in the presence of and with the assistance of the Union President or designate. A Provincial Representative may attend at the request of the Union President or the teacher.
- (c) Following the imposition of an action in 2.03(a), a teacher may provide a response in writing which will be attached to the letter and filed in the personnel file.

2.04 The rights referred to in paragraph 2.02 shall be exercised subject to the provisions of this Agreement.

2.05 Notification to Teachers regarding hiring, promotion, demotion, transfer, discipline and termination shall be in writing, stating reasons.

2.06 Resignations, Retirements and Terminations

- (a) Notification of intent to resign must be submitted, in writing, to the Superintendent of Employee Services no later than November 30th for the resignation/retirement to be effective December 31st of that year, or no later than May 31st for the resignation/retirement to be effective August 31st of that year.

- (b) A resignation may occur at any time during the school year providing that the resignation is mutually agreeable to the Teacher and the Board.
- (c) A Teacher who **is** to be terminated for cause shall be informed in writing of the date and time of the meeting of the Board at which the recommendation for termination is to be presented. This notice will be given to the teacher at least ten (10) days in advance and will state the right of the teacher to be present with representation.

2.07 In order that the Union is able to conduct the business of the Union, the Board agrees to supply a membership list. Each list shall include the name of each member and school/work location.

2.08 Probationary Period

- (a) Newly hired employees who at the time of hiring were teaching .5 FTE or greater will be hired on a probationary basis for a period of 10 consecutive months taught from the employment start date.
- (b) Newly hired employees who at the time of hiring were teaching less than .5 FTE will be hired on a probationary basis for a period of 15 consecutive months taught from the employment start date.
- (c) The length of the probationary period will be determined at the time of hiring.

2.09 Evaluations

- (a) Only supervisory officers, principals and vice-principals shall evaluate a teacher's competence. No other member of the Union shall be required or requested to evaluate another member's competence.
- (b) The **Expectations** document shall be used for the evaluation of teachers. This document may be amended from time to time. The Union shall be invited to appoint representatives to participate in discussions for the amendment of this document.
- (c) Following the annual confirmation to individual teachers that their performance appraisal will be undertaken during that school year and prior to the commencement of the process, the principal will convene a meeting of all of these teachers to review the **Expectations** document and the appraisal process.
- (d) Notwithstanding 2.09 (c), the Performance Appraisal Process may be initiated by the principal at any time during the year for any teacher if the principal deems it necessary.
- (e) Should a performance appraisal result in an unsatisfactory rating, the principal or designate shall discuss the rating with the affected teacher in the presence of the Union President or designate.

2.10 No Penalty

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

2.11 Personnel Records

- (a) A Teacher may request access to his/her Board Personnel File by completing a Personnel Information Request Form and directing it to the Employee Services Department in the case of the Board Personnel File and to the Principal/Supervisor in the case of the On-site Personnel File.
- (b) A disciplinary report may be removed from a Teacher's file at the discretion of the Superintendent of Employee Services.

A Teacher may request the removal of any disciplinary report from his/her file after five (5) years provided that the personnel record has been free from any written warning or other disciplinary action during the five-year period.

Notwithstanding the above, documents related to investigations or disciplinary action in cases of harassment or abuse or in matters for which there is a statutory requirement for retention shall not be removed.

ARTICLE III -- UNION DUES AND ASSESSMENTS

3.01 Dues

10 The Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at the Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the Board, at least 21 days prior to a change, of the amount of such dues and assessments.

3.02 Dues Submission

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

ARTICLE IV -- AMENDMENTS

4.01 Amendments by Mutual Consent

The Agreement may be altered only through the mutual written consent of the Board and the Union.

- 4.02 The Party desiring such an alteration shall give written notice, to the other Party, stating the proposed alteration. The other Party shall respond to the proposal within fifteen (15) school days.
- 4.03 Any recommended alteration shall then be subject to ratification by the Board and the membership of the Union bound by this Agreement.

ARTICLE V -- STRIKE OR LOCKOUT

- 5.01 (a) The Board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this Agreement. Lockout and strike shall be as defined in the Labour Relations Act.
- 101 (b) No Teacher shall be requested or required to perform the duties of any employee of another bargaining unit of the Board who is engaged in a strike or lockout. No Teacher shall be disciplined or penalized in any way for refusing to perform the duties of any employee of another bargaining unit of the Board who is engaged in a strike.

ARTICLE VI -- GRIEVANCE- ARBITRATION PROCEDURE

Definition of Grievance

- 6.01 It is mutually agreed that it is the spirit and intent of this Agreement to settle, in an orderly procedure, grievances arising from the interpretation, application, administration or alleged contravention of this Agreement.

Types of Grievance

- 6.02 (a) Individual Grievance: a grievance relating to a particular Teacher, launched by the Union on behalf of that Teacher. The relief sought in the grievance shall relate to that person only.
- (b) Policy Grievance: a grievance filed by the Board or the Union based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

Informal Stage

- 6.03 Any dispute, to be recognized as a grievance, must first be discussed with the Teacher's appropriate supervisor by the Teacher or a Union representative within ten (10) school days of the Teacher becoming aware of the circumstances giving rise to the complaint. If the Teacher is unable to resolve the dispute by such

informal discussion, the Teacher will request and receive a response in writing within five (5) school days and the Union may file a formal grievance at Step One.

6.04 **STEP 1**

If the Grievance(s) is not to be considered as settled on the basis of the informal discussion, the Union shall submit the grievance notice in writing, notwithstanding Article 36.01, to the Superintendent of Employee Services within fifteen (15) school days of receipt of the response from the Informal Stage. The notice shall contain the complete grievance, list all the clauses alleged to have been violated by specific number, the settlement requested and shall not be subject to change after submission. Within ten (10) school days of receipt of the grievance a meeting will be held with the griever, a Union representative and the Superintendent of Employee Services. The Superintendent of Employee Services shall respond to the grievance in writing within five (5) school days of the meeting.

6.05 **STEP 2**

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance, a meeting will be held with the Director or Education, or designate, and up to two (2) Trustees and up to three (3) members of the Union, including the griever, should the griever wish to attend. The Director, or designate shall provide a written answer within five (5) school days of the meeting being held.

6.06 **STEP 3**

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

- 6.07 (a) Failure to meet the time limits fixed herein shall result in the arbitrator finding in favour of the party not in default.
- (b) All time limits herein for the grievance procedure may be extended only upon the written consent of the parties.

Arbitration

6.08 When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

Board of Arbitration

- 6.09 (a) When both Parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) school days inform the other party of the name of its appointee to the arbitration board. The two (2) so selected shall, within five (5) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.
- (b) If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.
- 6.10 (a) Failure to meet the time limits fixed herein shall result in the arbitrator finding in favour of the party not in default.
- (b) All time limits fixed herein for the grievance procedure may be extended only upon the written consent of the parties.

Decision of the Arbitrator or Board of Arbitration

- 6.11 The decision of the Arbitrator or Board of Arbitration shall be final and binding and enforceable on all Parties.

Expenses of the Arbitrator or Board of Arbitration

- 6.12 (a) Both Parties agree to pay one-half ($\frac{1}{2}$) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective appointees and one-half ($\frac{1}{2}$) of the fees and expenses of the chair of the arbitration board.
- (b) Each party shall bear its own expense respecting appearances at hearings of the Arbitration Board and shall bear at its own expense the cost of counsel at each step of the grievance procedure.

Discharge Grievance

- 6.13 Where a Teacher has been discharged, the Union may submit a grievance to arbitration at Step 3 within ten (10) school days of written notice of discharge.

Grievance Mediation

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

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Attendance at Grievance Meeting

- 6.15 (a) A Teacher who is required to be in attendance during Steps One and Two of the grievance procedure shall not suffer loss of pay, sick leave credits, benefits, seniority nor credit for teaching experience.
- (b) Each party shall be responsible for the salary of its own witnesses summoned by the single arbitrator or chairperson, as the case may be, in Step Three of the grievance procedure. During Step Three the Teacher shall not suffer loss of sick leave credits, benefits, seniority nor credit for teaching experience.

ARTICLE VII -- DEFINITIONS

7.01 Definitions

"District" shall mean the organization of schools set out in APPENDIX A.

"EIC" – Employment Insurance Commission

"Laid-off Teacher"

- (a) is a Teacher who has been laid-off and for whom no position is available, or
- (b) is a Teacher who was declared available for transfer and who accepted a fractional position which is less than his/her original assignment.

"Local Union" means the Simcoe County Elementary Teachers' Federation.

"Occasional Teacher" means a Teacher employed to teach as a substitute for a Teacher or Temporary Teacher who is or was employed by the Board in a position that is part of its regular teaching staff including continuing education teachers but,

- (a) if the Teacher substitutes for a Teacher who has died during a school year, the Teacher's employment as the substitute for him or her shall not extend past the end of the school year in which the death occurred; and
- (b) if the Teacher substitutes for a Teacher who is absent from his or her duties for a temporary period, the Teacher's employment as the substitute for him or her shall not extend past the end of the second school year after his or her absence begins.

"Replacement Teacher" is a Teacher who is hired for, or transfers to a position which is temporarily available due to the absence of another Teacher for the full year.

"SCARRI" – Simcoe County Attendance Reporting and Replacement Information

‘School Year’ means the period prescribed as such by the Act and Regulation and shall not exceed one hundred ninety-four (194) days of which one hundred ninety (190) shall be instructional days and four (4) shall be professional activity days.

‘SEB’ – Supplemental Employment Benefits

‘Teacher’ means a person as defined by the Ontario College of Teachers and employed by the board to teach under this collective agreement.

‘Temporary Teacher’ means a person employed to teach under the authority of a letter of permission.

‘Union’ means the Elementary Teachers’ Federation of Ontario.

**ART VIII – PRINCIPAL’S ASSISTANT, VICE-PRINCIPAL AND
PRINCIPAL’S ASSISTANT, VICE-PRINCIPAL POSITIONS**

Principal’s Assistant

8.01 The role of the Principal’s Assistant shall be voluntary. The Principal’s Assistant shall be appointed to schools with no Vice-Principal. A Principal’s Assistant shall be provided with a written outline of the duties and responsibilities of the role. When a Principal’s Assistant assumes the **role** of a Teacher-In-Charge, it will be in accordance with Articles 8.02 - 8.08.

Teacher-In-Charge

8.02 The role of the Teacher-In-Charge shall be voluntary for those teachers who are not Principal’s Assistants. A Teacher-In-Charge shall be provided with a Board APM outlining the duties and responsibilities entailed in the role.

8.03 A Teacher shall be asked to assume the responsibilities of the Teacher-In-Charge when there is no administrator in the school.

8.04 A Teacher who assumes this role for more than ½ a day in schools with more than 10 FTE Teachers shall have release time provided by an Occasional Teacher, unless one is not available through SCARRI.

8.05 A Teacher-In-Charge who is assigned for 3 or more consecutive hours in any one school day shall be compensated by a responsibility allowance as outlined in 15.01 A.

8.06 Where a Teacher-In-Charge is appointed to replace the Principal or Vice-Principal, the replacement appointment shall not exceed twenty (20) consecutive workdays.

8.07 The Teacher shall continue to be subject to all terms and conditions of the collective agreement.

8.08 Nothing in this article prevents the Teacher from resuming the Teacher's duties subject to forty-eight (48) hours written notice to the appropriate supervisor.

8.09 Acting Administrative Position

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- (a) When a Principal or Vice-Principal will be absent from the school, the Board may appoint a Teacher as an Acting Principal or Vice-Principal to fulfil the duties of the absent administrator.
- (b) The Teacher shall receive the same compensation and benefit package as other Principals or Vice-Principals with an equivalent position in the Board. The Teacher shall not receive less on a per diem basis than the Teacher would receive under this collective agreement.
- (c) The Teacher in an Acting Principal/Nice Principal role shall be entitled to return to the Teacher's former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union provided that the Teacher's term as Acting Principal or Vice-Principal does not exceed 193 workdays within three school years.
- (d) The person acting as Principal/Vice-Principal shall pay Union dues.

ARTICLE IX -- NEW VACANCIES AND TRANSFERS

Staff Allocation

9.01 (a) Elementary school classrooms shall be staffed according to the following average class size.

Jr/Sr. Kgn.	20.5:1
Grade 1 & 2	22:1
Grade 3	24:1
Grades 4 to 8	29:1

(b) In order to maintain a support service to the elementary schools one full-time equivalent Teacher with librarian qualifications will be assigned to each school in the following manner:

In schools with less than 13 classroom Teachers, .44 of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, .56 of the Teacher-Librarian's time will be

resource support to the school, library administrative time and personal planning time.

In schools with 13 - 19.9 classroom Teachers, .19 of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, .81 of the Teacher-Librarian's time will be resource support to the school, library administrative time and personal planning time.

In schools with 20 or more classroom Teachers, the Teacher-Librarian will provide full-time library resource support, library administrative time and personal preparation time.

- (c) It is agreed by both parties, that in order to maintain reasonable flexibility for staffing the schools, it is anticipated that the assigned classroom staff for all schools may not strictly comply with the stated average maxima.
- (d) Those schools with class size for Grades JK to 8 which vary from 25 by +/- 1.5 will be discussed by the Working Conditions Committee.
- (e) No Kindergarten class shall exceed 23 students. In planning for Kindergarten classes, an average of 20.5 students shall be used. However, additional students enrolled may be added.,

When more than a total of 8 Kindergarten students beyond the average of 20.5 students per class are enrolled in a school, the Board will reduce the classes to a maximum of 21 students by either moving the excess students to another school or creating another class.

Between September 1st and December 31st of any school year, no class shall exceed 33 students in the Junior-Intermediate Division or 26 students in the Primary Division, Grade 3-4 splits shall be considered as Grade 3 classes for the purposes of staffing.

After January 1st, 2 additional students may be added to classes in the Junior-Intermediate Division and to classes in the Primary Division beyond the limits set out above. When a Junior-Intermediate class exceeds 35 students or a Primary class exceeds 28 students, class reorganization will occur.

- (f) Notwithstanding the above, staff may be transferred within the guidelines if unforeseen enrolments indicate that such action is necessary.
- (g) The Superintendent of Employee Services will review the organization of each school to ensure that the intent of the staff allocation clauses have been implemented.

- (h) Only persons employed by the Board in accordance with this collective agreement or in accordance with the Board's elementary occasional teachers' collective agreement or in accordance with Section 287.1(1) of the **Education Act** shall be assigned to teach elementary pupils. Staff allocations will include the teaching time for teaching Principals and Vice-Principals.

Assignment of Staff

- 9.02
- (a) By April 15th, the first list of teaching positions expected to be available for the following September will be circulated to all schools. Revised lists will be circulated every two (2) weeks thereafter until May 30th.
 - (b) Notwithstanding Article 9.03 (Posting of Positions), voluntary transfers within districts or on a one-for-one basis between districts may be accommodated prior to April 15th, without the posting of the vacancy.
 - (c) The staffing of new schools will be completed in a two stage process.
At Stage 1: The positions of Special Education Resource Teacher, Librarian, Special Education Class Teacher, French as a Second Language and 10 regular class Teachers will be posted. Applications will be received and interviews held according to the Administrative Procedures of the Board. Teachers in the schools which lose students to a new school and who have submitted applications shall be granted an interview for a position at the new school.
At Stage 2: The voluntary transfer process and placement process will be implemented. The full complement will be determined according to the projected staff allocation.

Posting of Positions

- 9.03
- (a) Vacancies which must be filled by Teachers for the beginning of a school year and are known to exist on or before the tenth teaching day in June of the previous school year shall be posted for five (5) school days.
 - (b) Vacancies which must be filled by Teachers and are not known prior to the tenth teaching day in June or which arise in September due to fluctuations in enrolment will not necessarily be posted.
 - (c) For vacancies which must be filled by Teachers and become available during the months of July and August, the following procedures will be followed:
 - (i) **All** vacancies which are known to exist in July and August will be posted in the Education Centre and on the Board web site and the Telephone Hotline for a period of three (3) working days.

- (ii) Staff members who are interested in being considered for such vacancies must apply in writing to ~~the~~ Employee Services Office prior to 4:30 p.m. on the date which the posting closes.
- (d) Vacancies which must be filled by Teachers and are effective October 1st to June 1st inclusive of a school year shall be posted for five (5) school days.
- (e) Posted vacancies will be as specific as possible re: District, School, Division, Special Requirements, etc.
- (f) In selecting Teachers in accordance with (a) to (e) above, the order shall be:
 - (i) Teachers on Recall List
 - (ii) Teachers on part time assignment
 - (iii) Other candidates who have applied for teaching employment with the Board.

9.04

Voluntary Transfer

- (a) A Teacher wishing to transfer to another school may indicate such:
 - (i) by completing the application form which is available in each school by March 1st, and/or
 - (ii) by applying for a posted position.

Interested staff should check with their Principal or immediate supervisor regarding the time lines and procedures.
- (b) A Teacher who completes a voluntary transfer application has the right to decline a transfer.
- (c)
 - (i) A Teacher, having requested and been granted a transfer to a Special Education class or FSL position, will be reassigned, upon request, to a position in his/her former school after a period of two years subject to the provisions of Article 10.01 or to another mutually agreeable assignment.
 - (ii) Should a Teacher, having transferred as in 9.04(c)(i) choose to remain in the Special Education class or FSL position for a period longer than two years, the Teacher, upon request, **will** be reassigned to a position within the Administrative Area subject to the provisions of Article 10.01.

9.05 Administrative Transfer

Administrative transfers for Teachers between schools may be necessary in order to address the best interests of the teacher and the school.

When an administrative transfer is being considered, the Superintendent of Education shall discuss the rationale for the transfer and the criteria upon which it is based with the Teacher and the Union President.

The process for administrative transfers will be followed as set out in the Board APM. The Board shall invite the Union to provide input when the APM is being reviewed or changed.

ARTICLE X -- SURPLUS, REDUNDANCY AND RECALL

10.01 A Declaration of Surplus - School Level

10c (a) In the event that the necessary reduction in staff is not accomplished via voluntary transfer, the Principal shall declare, in writing, on or before April 15th, the Teacher with the least County seniority available for transfer with the following exceptions:

10h (i) Teachers of French Second Language, Special Education and Library providing that no other Teacher on staff is certified and willing to accept the assignment.

(ii) Teachers whose transfer will create significant program implications for the school.

(b) Prior to bypassing the least senior Teacher in accordance with number (a) (i) above, the Principal shall consult with the School Transfer Committee.

6ES (c) If in the opinion of the School Transfer Committee, the bypassing of the least senior Teacher is not warranted, the Teacher may approach the County Staff Appeal Committee within two (2) teaching days of receipt of written notice of availability of transfer. The County Staff Appeal Committee, composed of one member of the Administrative Council, one elementary school Principal and two representatives of the Union will investigate the appeal and make recommendations to the Director of Education, or designate, within three (3) teaching days of written receipt of the appeal. The decision of the Director of Education, or designate, will be made within two (2) teaching days of receipt of the recommendation.

This decision will be final and without further appeal. If the appeal is upheld, the Principal shall declare another staff member "available for transfer" within two (2) teaching days. All appeals shall be heard by the tenth (10) teaching day of April, or in the case of a transfer in September,

by the fifth (5) teaching day after written notification of transfer has been received by the Teacher.

- (d) Prior to bypassing the least senior Teacher, in accordance with number (a) (ii) above, the County Staff Appeal Committee must rule on the acceptability of the proposal. This decision will be final and without further appeal.
- (e) The Principal, having consulted with the Teacher(s) concerned and the School Transfer Committee, is responsible for bringing any requests for the implementation of A(a)(ii) to the County Staff Appeal Committee.
- (f) The decisions of the County Staff Appeal Committee shall be reported to the System.

(g) Declaration of Surplus

- 10c
- (i) In the first week of the school year in September, if a school is required to reduce staff, it will do so by declaring a Teacher, or Teachers, surplus to the staffing needs of the school.
 - (ii) The Teacher(s) to be declared surplus will be the Teacher(s) with the least seniority as defined in Article 22.01 of the current collective agreement and in accordance with the exceptions noted in Article 10.01 A. (a) (i), and (ii).
 - (iii) Within a school, should two or more Teachers be tied in their seniority, and one of these Teachers is to be declared surplus, after determining the conditions set out in Article 10.01 A. (a) (i) and (ii), and no Teacher volunteers to transfer to a position in another school, the tied seniority will be broken by lot, as per Article 22.01 (c) (iv), with the following exception:

The lot will be conducted in the school by the Principal and the School Transfer Committee, rather than the Working Conditions Committee.

The Principal will ensure that minutes of the meeting are taken. The minutes must provide the date, the names of the committee members, the name of the Principal and the names of the Teachers who are tied in seniority, the result of the drawing of the lot, the reason why the lot had to be conducted, the signatures of the committee members and the signature of the Principal.

A copy of the minutes will be filed with the Union President and with the Superintendent of Employee Services.

10.01 B. Administrative District Level

- (a) In the event that a Teacher who has been declared available for transfer at the school level, in accordance with 10.01 A, cannot be placed within his/her respective administrative district and a voluntary request for transfer to another area is not forthcoming in order to accommodate the aforementioned Teacher, the Teacher with the least County Seniority in the area will be declared by the District Superintendent, in writing, on or before April 30th, available for transfer with the following exceptions:
 - (i) Teachers of French Second Language, Special Education and Library providing that no other Teacher on staff is certified and willing to accept the assignment.
 - (ii) Teachers whose transfer will create significant program implications for the school.
- (b) The concern of the Teacher declared available for transfer in accordance with 10.01 B (a) above may be the subject of an appeal to the Elementary Working Conditions Committee, provided that the appeal is filed with the Superintendent of Employee Services within two (2) teaching days of receipt of the written notification of availability of transfer.

The decision of the Working Conditions Committee to uphold or deny the transfer is final and without further appeal and will be conveyed to the Teacher by the Superintendent of Employee Services within a further three (3) teaching days.
- (c) Prior to bypassing the least senior Teacher, in accordance with number 10.01 B(a)(iii) above, the County Staff Appeal Committee must rule on the acceptability of the proposal. This decision will be final and without further appeal.
- (d) The appropriate Superintendent of Schools, or designate, is responsible for bringing any requests for the implementation of 10.01 B(a)(ii) to the County Staff Appeal Committee.
- (e) The decisions of the County Staff Appeal Committee shall be reported to the System.

10.01 C. County Level

- (a) In the event that a Teacher who has been declared available for transfer at the Administrative District Level cannot be placed within the County, the Teacher(s) with the least County Seniority will be declared laid-off by the Superintendent of Employee Services, on or before May 15th, in order to accommodate the placement of the aforementioned Teacher.
- (b) Consultants, Curriculum Officers, Teachers of French Second Language, English Second Language, Special Education and Library required to fulfil program needs are excluded from this process.

- (c) In order to provide a suitable assignment for a Teacher, it may be necessary, initially, to bypass Teachers on the seniority list with fractional assignments.
- (d) The Teacher displaced by the above process may be assigned any of the fractional positions occupied by individuals with lesser seniority providing the Teacher is certified for the position(s).
- (e) If necessary, this sequence of events will continue until the least senior Teacher, not required for program needs, is declared redundant to the County by the appropriate Superintendent of Schools or designate.
- (f) Those Teachers who are laid-off to the County by the Superintendent of Employee Services or designate shall receive notification prior to it being made public by the Board.
- (g) On or before April 30th, the Board shall issue a notice in writing to the Union as to whether the total number of teachers employed exceeds the total number of teachers required for the ensuing school year as determined by the staffing levels agreed upon by the Parties as set out in Article 10.01 (Staffing).
- (h) Those Teachers who are declared laid-off to the County by the Superintendent of Employee Services or designate shall receive notification stating the effective date and the reasons therefore. Such notice shall be hand delivered to every Teacher (mailed to Teachers not currently working with the Board) at least one school day in advance of the posting of the list.
- (i) The Board will provide the Union with a copy of any lay-off notices issued to Teachers.

10.01 D Declaration of Surplus - (Layoff and Recall)

- (a) For the purpose of the recall process, a Laid-off Teacher is defined as a Teacher who was laid-off to the system and
 - (i) for whom no teaching position is available;
 - (ii) who was recalled and accepted a fractional position which is less than the original contract position.
- (b) Laid-off Teachers shall be recalled in order of greatest seniority, providing the Teacher is qualified for the position, or can be expected and is willing to become qualified before the Teacher is required to assume the position.
- (c) It is the obligation of the Simcoe Country District School Board to offer the right of being recalled to a teaching position to all Laid-off Teachers before hiring anyone else. The Board will maintain a Teacher Recall List. A copy of the Teacher Recall List shall be provided to the Union President.

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- (d) Those Teachers for whom positions have not been found by September 1st of that year shall be eligible for recall for a period of twenty-six (26) consecutive months from the effective date of termination of their contract.
- (e) A Teacher on lay-off and on the recall list has the right to maintain their benefits, with the exception of LTD, providing they pay 100% of the costs of such benefits for a period of time not exceeding twenty-six (26) consecutive months.
- (f) The following procedures will be followed:
 - (i) Positions will be offered first to the most senior Laid-off Teacher who holds the necessary qualifications or can be expected to become qualified before the Teacher is required to assume the position.
 - (ii) It is the responsibility of the Laid-off Teacher to provide the Board with accurate and up to date information about qualifications or a change in qualifications for the purpose of recall.
 - (iii) Notwithstanding Article 10.01 D (f)(vi), when a position becomes available, the Board will notify the most senior Teacher with the necessary qualifications, or the Teacher's designate, by direct telephone contact. If the person cannot be reached by direct telephone contact, the Board will notify the Teacher by private courier to his/her last filed address. If a response is not received within five (5) working days, the Teacher will be deemed to have refused the position and if no communication is received from the Teacher or the Teacher's designate within 30 days following, the Teacher will be removed from the recall list.
 - (iv) Each Teacher will have the right of three offers of a position for which they are qualified. The rights under this procedure are lost once the third offer is refused.
 - (v) A laid-off Teacher will be granted an unpaid leave of absence from the recall list, upon request, for up to the remainder of the current school year only.
 - (vi) Notwithstanding Article 10.01 D (9), contract vacancies which become known after June 30th of the school year and as a result of either enrolment fluctuations or increased enrolment up to the designated turn around day in September, will be posted for a 48 hour period after August 25th. The Board will investigate the

possibility of an electronic process for both the posting and application process. These positions will be posted only for laid-off Teachers who must apply within the 48 hour period stating their preferred choices of position, not to be of greater value than their original contract status. The positions will be allocated strictly on the basis of seniority and qualifications.

- (vii) A Teacher who has been recalled to a vacancy with the Board from the recall list within one (1) calendar month of the effective date of termination of his/her contract, shall be credited with seniority, teaching experience and a sick leave balance as though his/her employment had been uninterrupted and, therefore, will not be required to sign a new contract or re-enrol in the benefits packages provided by the Board.
 - (viii) Teachers will be removed from the recall list once they have accepted a position equivalent in terms of contract time to the last position held by the Teacher, or at the end of their twenty-six (26) month term or at their third refusal.
 - (ix) A Teacher who accepts a contract vacancy under Article 10.01 D (f)(viii) will have no further right under that Article, should another position become available unless that person is again declared laid-off.
- (g)
- (i) Laid-off Teachers may apply for any posted Long Term Occasional positions for which they are qualified.
 - (ii) Acceptance of any occasional position with the Board does not preclude the Teacher from being offered and accepting a contract position.
 - (iii) Laid-off Teachers will, upon written request, be placed on the Occasional Teacher List if there are vacancies available.
- (h) The recall procedure is not intended to take away rights of a member as found in other sections of the collective agreement.

10.01 E. District or County Positions

In the event that a position which is not attached to a school be discontinued, the Teacher assigned to the position will be considered available for transfer and will be placed in accordance with the terms of this Article.

10.02 Replacement Teachers

- (a) A Teacher who transfers to a school or is hired to replace a Teacher on leave, shall be reassigned to another position within the district, subject to

the appropriate terms of this Article, upon the return of the Teacher on leave.

- (b) Should the leave be extended beyond a two year period, or the Teacher not wish to return, the Teacher filling the position may remain in that position, subject to the appropriate terms of this Article. When the Teacher on leave returns, he/she will be assigned a position within the previously assigned district on the basis of qualifications and seniority.
- (c) Should another position for which the Teacher is qualified become available within that school, the Replacement Teacher may apply.
- (d) The Replacement Teacher shall receive a letter stating the replacement status. Copies of this letter to go to the Union.
- (e) If at any time a Teacher of lesser Seniority than the Replacement Teacher joins the staff of the school, that person becomes the Replacement Teacher and should receive a replacement letter.

10.03

Placement of Teachers

- (a) A meeting of representatives from the Administration and two (2) representatives of the Union will be held bi-weekly or at the call of the Superintendent of Employee Services in order to monitor the filling of vacancies from the applicants seeking district transfers, to facilitate inter-district transfers, to ensure the assignment of those declared available for transfer and to revise the vacancy list.
- (b) If within a period of two years from the time a Teacher is transferred under this Article, a teaching position for which the Teacher is qualified should reopen in the school or district from which the Teacher was transferred, the surplus Teacher will be assigned that position on the basis of seniority and should the Teacher apply for the position or have informed the Superintendent of Employee Services, in writing, within two teaching months of being notified of their transfer, of his/her wish to return to the school or district.
- (c) Should the Teacher accept a position under Article 10.03(b) above, the Teacher shall commence the assignment on the first teaching day in January should the opening occur between September 30th and December 31st, or on the first teaching day in September of the following school year should the opening occur between January and June. The Teacher may move at any time during the school year if the move is mutually agreeable to all parties.
- (d) Any vacancy which is filled by a Teacher shall be subject to the terms of Article 10.03(c).

ARTICLE XI -- TEGO DEFINITIONS

11.01 Definitions

- (a) The placement of Union members in their respective salary categories shall be determined in accordance with the Qualifications Evaluation Council of Ontario - Teachers' Qualifications Evaluation Program 5 (QECO-5) in effect at September 2000.

Any changes in content or in interpretation, made subsequent to the QECO 5 plan in effect at September 2000, must be approved by the Board and the Union for recognition by the Board in Teacher category placement.

- (b) No Teacher employed by the Board or a predecessor Board before September 1st, 2000, will have his or her category placement reduced as a result of 11.01 (a).
- (c) Category placement changes as a result of re-evaluation under QECO-5 will be effective from the date on which a revised statement of placement is received by the Employee Services Department.

ARTICLE XII -- TEGO IMPLEMENTATION

12.01 Agreement

The salary, benefits and allowances agreed upon in any agreement between the Board and a Teacher shall be the salary, benefits and allowances provided for in this agreement and any other payments or arrangements related thereto shall not be agreed to, shall not be binding and shall be deemed to be contrary to this collective agreement.

12.02 Salary Adjustments

- 11A3
- (a) All newly hired Teachers will be placed in Category A1, Step 0, until documentation related to category placement and previous teaching experience has been received. Salary adjustments will be made retroactively to the date of hire provided that documentation is received within 1 calendar year from the date that Teacher was hired.

If documentation is submitted more than one calendar year after hiring, salary will be adjusted retroactively to the first teaching day of the school year in which the documentation is received.

- (b) A Teacher who qualifies for a change in category by reason of improved qualifications or who qualifies for an Extra Degree Allowance (Article 16.01) shall receive the appropriate differential amount in addition to the increment where applicable.

- (c) Where a Teacher has completed all of the course work and qualifies for a change in category or for an extra degree allowance prior to the 1st day of September, the salary adjustment will be made effective from the beginning of school in September of that year, on submission of the proper documents to the Board on or before the 30th day of June of the year following, provided that a copy of the application for change in category or for an extra degree allowance is submitted on or before the 30th day of November of the year the Teacher completed the qualifications.
- (d) If a copy of the application for such change in category is submitted to the Education Centre after the 30th day of November, then the adjustment will be made effective the 1st day of January following.
- (e) Where a Teacher has completed all of the course work and qualifies for a change in category prior to the 1st day of January, the salary adjustment will be made effective from the 1st day of January of the school year providing the proper documents have been submitted to the Board on or before June 30th.
- (f) All requests for a salary adjustment, as a result of a category change, will be made on a form supplied by the Board.

12.03 Appointments

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Although the Board has the right to create or designate a new position to be filled by a Teacher who comes within the scope of this agreement, it is agreed that the salary schedule for such a position shall be negotiated with the Union through the Collective Bargaining Committee, within six (6) months of the Board's appointing a Teacher to that position and in advance of the appointment where administratively feasible.

ARTICLE XIII -- CALCULATION & DATES OF SALARY PAYMENTS

13.01 Payment Schedule

Effective September 1, 1992

Annual salaries shall be paid according to the following plan:

- First school day in September - 8%
- Last school day in December - 8.35%

Seven (7) payments, of 3.35% each on alternate Fridays, between the first school day in September and the last school day in December.

Twelve (12) payments, of 3.35% each, on alternate Fridays, between the first school day in January and the last school day in June.

- Last school day in June - 20%

September 1, 2004

Annual salaries will be paid in twenty-six (26) equal bi-weekly payments made on alternate Fridays.

One hundred percent (100%) of salary will be paid by August 31st.

13.02 Part Year Payment

A Teacher shall be paid salary in the proportion that the total number of school days for which the Teacher performs duties in the school year bears to the total number of school days in the year.

13.03 Final Payment for Part Year

A Teacher who is either leaving or entering the employment of the Board within the school year, shall receive the same payments as are designated in 13.01, but the final payment on the schedule shall be recalculated in accordance with Article 13.02.

13.04 Part-time Basis

The annual salary for a Probationary or Permanent Teacher who is employed on a part-time basis shall be calculated as follows:

The Teacher will be placed on the appropriate position on the Teachers' salary schedule and paid at a rate equivalent to the full-time salary adjusted for the proportion worked during the school year. School year and school days shall be as defined in the Education Act.

13.05 Direct Deposit

Each Union member shall provide to the Board the name of the Teacher's bank, trust company or credit union and the account number to which payment will be made.

ARTICLE XIV -- TEACHERS SALARY SCHEDULE

14.01 Teaching Experience

A Teacher's position in the basic schedule shall be determined by the total number of years of elementary and secondary teaching experience in Canada combined with the category qualification.

The actual number of months of experience shall be totalled and the years of experience shall be calculated annually as of September 1st to the nearest full year.

For the purposes of calculations in this Article, one year equals 10 months of teaching. When this calculation results in a figure which is not a whole number (eg. 0.8 years or 4.3 years), 0.5 or more will be rounded up to the next whole number.

Example 1: experience of 2 full years and ■ three-month experience equals 23 months which totals 2.3 years will be credited as 2 years. Teaching an additional 2 months in the fourth year will result in 25 months of experience which is 2.5 years which will be credited as 3 years as of the following September.

Example 2: experience of 9 months in the first year will be credited as 1 year as of the following September. Additional teaching of 5 months in the next year equals a total of 14 months or 1.4 years and will be credited as 1 year as of the following September and no grid increment will result.

Other teaching experience may be accepted at the discretion of Administrative Council.

14.02 Basic Salary Schedule

All salary grid positions will be adjusted according to the following schedules:

(a) The basic salary schedule effective September 1, 2002

	A	A1	A2	A3	A4
0	\$32,502	\$35,524	\$36,971	\$40,292	\$42,387
1	\$34,209	\$37,367	\$38,976	\$42,607	\$44,920
2	\$35,659	\$38,948	\$40,721	\$44,663	\$47,195
3	\$37,629	\$41,046	\$42,981	\$47,234	\$49,984
4	\$39,593	\$43,142	\$45,245	\$49,807	\$52,775
5	\$41,559	\$45,296	\$47,506	\$52,380	\$55,564
6	\$43,526	\$47,339	\$49,767	\$54,951	\$58,354
7	\$45,493	\$49,435	\$52,030	\$57,524	\$61,144
a	\$47,466	\$51,533	\$54,292	\$60,096	\$63,935
9	\$49,426	\$53,632	\$56,551	\$62,670	\$66,725

10	\$51,391	\$55,729	\$58,813	\$65,243	\$69,514
11+	\$54,063	\$57,825	\$61,076	\$67,814	\$72,305
11+ U	\$57,825				

(b) The basic salary schedule effective June 13,2003:

	A	A1	A2	A3	A4
0	\$32,860	\$35,915	\$37,378	\$40,736	\$42,853
1	\$34,586	\$37,778	\$39,404	\$43,076	\$45,415
2	\$36,051	\$39,376	\$41,169	\$45,154	\$47,714
3	\$38,043	\$41,498	\$43,453	\$47,754	\$50,534
4	\$40,029	\$43,617	\$45,742	\$50,355	\$53,356
5	\$42,016	\$45,794	\$48,028	\$52,956	\$56,176
6	\$44,005	\$47,860	\$50,314	\$55,555	\$58,995
7	\$45,993	\$49,979	\$52,602	\$58,157	\$61,816
8	\$47,988	\$52,099	\$54,889	\$60,757	\$64,638
9	\$49,970	\$54,222	\$57,173	\$63,359	\$67,459
10	\$51,957	\$56,342	\$59,460	\$65,960	\$70,279
11+	\$54,658	\$58,462	\$61,748	\$68,560	\$73,100
11+ U	\$58,462				

(c) The basic salary schedule effective September 1, 2003

	A	A1	A2	A3	A4
0	\$33,517	\$36,633	\$38,125	\$41,550	\$43,710
1	\$35,278	\$38,534	\$40,192	\$43,937	\$46,323
2	\$36,772	\$40,164	\$41,992	\$46,057	\$48,668
3	\$38,804	\$42,327	\$44,323	\$48,709	\$51,544
4	\$40,829	\$44,489	\$46,657	\$51,362	\$54,423
5	\$42,856	\$46,710	\$48,989	\$54,015	\$57,299
6	\$44,885	\$48,817	\$51,320	\$56,666	\$60,175
7	\$46,913	\$50,979	\$53,654	\$59,320	\$63,053
8	\$48,947	\$53,141	\$55,987	\$61,972	\$65,931
9	\$50,969	\$55,306	\$58,316	\$64,626	\$68,808
10	\$52,996	\$57,469	\$60,649	\$67,280	\$71,685
11+	\$55,751	\$59,631	\$62,983	\$69,931	\$74,562
11+ U	\$59,631				

(d) The basic salary schedule effective February 1, 2004:

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	A	A1	A2	A3	A4
0	\$34,120	\$37,293	\$38,811	\$42,298	\$44,497
1	\$35,913	\$39,227	\$40,916	\$44,728	\$47,157
2	\$37,434	\$40,887	\$42,748	\$46,886	\$49,544
3	\$39,502	\$43,089	\$45,120	\$49,585	\$52,472
4	\$41,564	\$45,290	\$47,497	\$52,286	\$55,402
5	\$43,628	\$47,551	\$49,871	\$54,987	\$58,331
6	\$45,693	\$49,696	\$52,244	\$57,686	\$61,259
7	\$47,758	\$51,896	\$54,620	\$60,387	\$64,188
8	\$49,829	\$54,098	\$56,995	\$63,087	\$67,118
9	\$51,886	\$56,302	\$59,366	\$65,790	\$70,047
10	\$53,950	\$58,503	\$61,741	\$68,491	\$72,975
11+	\$56,755	\$60,704	\$64,116	\$71,189	\$75,904
11+ U	\$60,704				

L XV -- RESPONSIBILITY ALLOWANCES

15.01 Effective September 1, 1998, all salary grid positions will be adjusted according to the following schedule. In addition to the Basic Teacher's salary rate the following responsibility allowances shall be paid:

A Teacher-In-Charge

A Teacher-In-charge who is assigned for a period of 3 or more consecutive hours in any one school day will receive an allowance of \$22.

B Principals' Assistants

The Principal's Assistant allowance is based upon the size of the school staff:

<u>FTE Teachers</u>	<u>Sept. 1, 1999</u>
1 - 5.9 FTE Teachers	\$ 546
6.0 or more FTE Teachers	\$1,245

C Consultants Sept. 1, 1999
\$5,929

D Curriculum Officers salary schedule will be as follows:

	<u>Sept. 1, 1999</u>
0	\$71,090
1	\$72,415
2	\$73,745

In the event the position of curriculum officer or consultant be discontinued, the Teacher holding the position, with the exception of a Teacher who was seconded to the position, will be assigned to a position in accordance with Article 10.01E and will be paid for the position last held for one year, after which time they will be paid according to Article 14.02.

ARTICLE XVI -- EXTRA DEGREE ALLOWANCE

16.01 Master's Degree/Doctorate

- (a) An Extra Degree Allowance will be paid for one Master's Degree or one Doctorate from a Canadian University or equivalent if such Degree or Doctorate is not used to obtain a higher category certification rating.

Effective September 1, 1999, all salary grid positions will be adjusted according to the following schedule. The allowance shall be paid in addition to those amounts set forth in Articles XIII, XIV and XV and will be as follows:

Effective September 1, 1999 \$1,103

NOTE: Prior to the 1984-1985 agreement this allowance was subject to an "aggregate maximum equal to a maximum rate of a Principal". That aggregate maximum was deleted at the request of the Branch Affiliates on

the understanding that no future claim for parity would be made by a person who does not have the extra degree.

- (b) Salary adjustments will be made in accordance with 12.02.

ARTICLE XVII -- STATUTORY RIGHTS

17.01 Any rights which the Teacher may have acquired prior to this date under and by virtue of Section 180, sub-section (10) of the Education Act, Chapter RSO, 1990, will be saved.

ARTICLE XVIII -- ACCUMULATED SICK LEAVE CREDITS

18.01 Inclusion

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- (a) All full-time Teachers shall be included in the plan.
- (b) All part-time Teachers employed under this collective agreement shall be included in the plan on a pro-rata basis.

18.02 Transferring Credits

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When a Teacher employed by another board, a municipality, or local board as defined in the Municipal Affairs Act which has established a sick leave credit plan, becomes an employee of this Board, the Teacher shall be credited with the number of days of sick leave credit standing to their credit with the previous employer, subject to the maximum allowed in Article 18.04, providing no gratuity has been paid on the accumulated sick leave credits.

Application for transfer of eligible credits must be completed by the Teacher within six months of the date of hire or the credits will be forfeited.

18.03 Yearly Credits

- (a) For purposes of sick leave, a Teacher shall receive credits for each year of service with this Board, equal to 20 sick days less the number of days lost during the year, to a maximum of 200 days.
- (b) A minimum of twelve (12) days of paid sick leave per year is provided for use only in the case of personal disability.

18.04 Additional Credits for Retirement Gratuity

For the purposes of retirement gratuity, a Teacher shall receive credits beyond the 200 days maximum for sick leave for each year of service with this Board subsequent to August 31, 1974, equal to 20 days less the number of days lost during the year due to sick leave to a maximum of 300 days.

18.05 Part Year Credits

In calculating the accumulated sick leave credit for a partial year of employment, full months of employment only will be used.

18.06 Calculation

Accumulated sick leave credits shall be calculated annually as of June 30th. In any school year, a Teacher absent due to illness will be entitled to benefits for the current school year as follows:

- (a) 20 days sick leave for current school year
- (b) accumulated sick leave credits as of June 30th, of the preceding school year.

18.07 Yearly Cre Carryover

If an absence extends beyond the current school year, the credits remaining at the end of the school year will be payable in the following school year and will cease when the credits expire.

18.08 Sick Leave Credit Balance

- (a) A statement of accumulated sick leave credit balance shall be shown every month on each employee's pay cheque stub.
- (b) The opening balance in the statement of accumulated sick leave is deemed to be correct unless written objection is received by the Payroll Department within one year of the date of commencement of employment.
- (c) Charges against the accumulated sick leave credit will be deemed to be correct unless written objection is received by the Payroll Department within one year of the date on which the entry is recorded.

ARTICLE XIX -- RETIREMENT GRATUITY

19.01 Any employee who has served a minimum of five continuous years with this Board, or its predecessors, and retires due to any of the following conditions shall be entitled to a Retirement Gratuity:

- 1. Death.
- 2. Permanent disability as defined by the Teachers' Pension Plan.

3. Eligibility for and in receipt of a service or disability pension as defined by the Teachers' Pension Plan.
4. With the transfer of pension benefits through the commuted value option, provided that the employee has achieved a factor which is within 1 of the factor required for an unreduced pension or is within 6 months of the minimum age required for a reduced pension. This provision is not intended to be a service gratuity and if challenged successfully under any statute will be null and void.

The Gratuity shall be calculated as follows:

$$\frac{N}{200} \times \frac{S}{2} \text{ where}$$

N - is the number of unused accumulated sick leave credit days at time of separation from the Board as a Teacher and/or academic official, and

S - is the salary at time of retirement

all subject to the following conditions:

- (a) In accordance with Section 180, Education Act, whereby, in no case shall the gratuity payment be in excess of the amount of one-half of the year's salary at the rate received by the employee immediately prior to his or her termination of employment.
- (b) All personnel may elect to receive the gratuity in one to three payments. In this, all are advised to consult their income tax office to ascertain the most advantageous plan.
- (c) In the event of the death of an employee, any benefits accrued under any of the above conditions shall be paid to the beneficiary designated by the Teacher.
- (d) No Teacher in the employ of the Simcoe County District School Board at the date of commencement of its jurisdiction over County schools on January 1st, 1969, will receive a lesser retirement gratuity than that calculated under the policies of his or her employing Board which was dissolved at the time of take-over by The Simcoe County Board of Education.

19.02 Notwithstanding Article 19.01, a Teacher who, during the school year immediately prior to the Teacher's retirement, reduces his/her contract status shall not suffer a reduction of the gratuity as a result of that reduced contract status.

ARTICLE XX - ABSENCES

20.01 A Approval of Principal

Accumulated sick leave is used to cover absences due to illness. On the request of the Teacher and with the prior approval of the Principal, where possible and reasonable, it may be used to cover the following absences of a special nature:

1. community or public service of an emergency nature - (not for regularly scheduled or normal events falling during the school day).
2. serious accident or illness in the immediate family for sufficient time to alleviate the emergency condition.
3. emergency medical or dental appointment.
4. bereavement leave as required by the particular circumstances.
5. educational examinations involved with the Teacher's professional qualifications.
6. convocation or graduation involving the Teacher, the Teacher's spouse, child or parent. It is understood that spouse includes common-law and same sex partners.
7. inclement weather unless the school is declared closed under Policy 4470 (if in the opinion of the Principal and the Superintendent of Schools the absence was not justifiable, a day's pay shall be deducted).
8. attendance at the birth of the Teacher's child.

20.01 B Approval of Principal and Superintendent of Employee Services

In addition, on the request of the Teacher and with the prior approval of the Principal and the Superintendent of Employee Services or designate, accumulated sick leave may be used to cover the following absences:

1. community or public service of a special nature (not for regularly scheduled or normal events falling during the school day).
2. attendance at Federation Executive Meetings for an official office-holder.

NOTE: For staff who are not attached to a specific school, prior approval shall be obtained from the appropriate immediate supervisor and the Superintendent of Employee Services.

20.01 C No Loss of Credit

The following absences shall be without loss or gain of salary and without loss of sick leave credits provided there is reasonable notice and planning under the circumstances.

1. quarantine

12H4
12H3

- 2. jury duty
- 3. subpoena
- 4. inclement weather if the school is declared closed in accordance with Board Policy
- 5. recognized religious holidays
- 6. unusual, and urgent personal reasons approved by the Director of Education or designate.

20.01 D ral of dent of Employee Services

On the request of the Teacher and with the prior approval of the Superintendent of Employee Services or designate, accumulated sick leave may be used to cover absences for unusual personal reasons not obviously covered by the above.

When the bave has been granted, the Principal of the Teacher's school will be informed, by the office of the Superintendent of Employee Services that a leave for personal and confidential reasons has been granted.

20.02 Certificate - Practioner

In the first case of personal illness of three (3) consecutive days, an acceptable certificate from a qualified practitioner or a letter from the Teacher stating the reason for the absence and authorizing the Board to confirm the necessity for the absence may be requested. Such an acceptable certificate or letter may be requested for cases of personal illness which total more than five (5) school days in the same school year.

20.03 Loss of Pay

Absences that are not approved under the terms of Article XX will result in loss of pay unless there are extenuating circumstances satisfactory to the Director of Education.

ARTICLE XXI -- EMPLOYEE BENEFIT PLANS

21.00 Insurance Trustees Committee

The Employer and its bargaining units have established an Insurance Trustees Committee to monitor the various insurance plans specified in this Article. The obligation of the Employer is to co-operate with the Insurance Trustees Committee in arranging the Plan and to pay the stated share of the premiums.

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21.01 Selection of Benefit Plans

Where changes in coverage are being considered for negotiating, the Insurance Liaison Committee consisting of four employee trustees as elected from, and by, the Insurance Trustees Committee, two elected Board of Education trustees and two administrative personnel, will determine the benefits, set up specifications,

select the consulting actuaries, if necessary, and share equally in the cost of such proceedings.

21.02 Board Participation

- 14H
- (a) Teachers who are members of the bargaining unit will benefit from the Board contributions in Articles **21.03**, **21.05** and **21.06** unless they opt out.
 - (b)
 - (i) Part-time Teachers who are members of the bargaining unit will benefit from Board contributions that are pro-rated to the amount of time assigned to teach unless they opt out. Benefits covered are those in Article **21.03** and **21.06**.
 - (ii) Notwithstanding **21.02** (b)(i), benefits received in the plans described in Articles **21.03** and **21.06** are not dependent upon the amount of time assigned to teach.
 - (iii) The benefit available under **21.05** is dependent upon actual salary and cannot be increased by personal premium contributions.

21.03 Group Extended Health Insurance

- 13A3
/5
- (a) Effective September 1st, 2002, the Board will contribute for full-time employees enrolled in such plan **\$172.30** per month towards the cost of family coverage or **\$80.30** per month towards the cost of single coverage.
 - (b) Effective January 1st, 2003, the Board will contribute for full-time employees enrolled in such plan **\$179.20** per month towards the cost of family coverage or **\$83.51** per month towards the cost of single coverage.

21.04 Group Life Insurance and AD&D

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The Board agrees to administer a Group Life and an Accidental Death and Dismemberment (AD&D) Insurance Plan approved by the joint committee.

21.05 Long Term Disability Insurance

- (a) The Board agrees to administer a Long Term Disability Insurance Plan approved by the Joint Committee (Article **21.01**) and the Board will contribute **\$1.255** per **\$100** of benefit (**68.9%** of actual salary) for employees enrolled in the plan.
- (b) Effective September 1st, 2001, the Board will administer a Long Term Disability Insurance Plan approved by the Joint Committee (Article **21.01**) and all premium costs of such plan will be paid by the employees.

21.06 Dental Insurance Plan

13A5/S

- (a) Effective September 1st, 2002, the Board will contribute for full-time employees enrolled in such plan \$105.68 per month towards the cost of family coverage or \$41.22 per month towards the cost of single coverage.
- (b) Effective January 1st, 2003, the Board will contribute for full-time employees enrolled in such plan \$109.90 per month towards the cost of family coverage or \$42.87 per month towards the cost of single coverage.

21.07 Ontario Sales Tax

The contributions defined in Article 21.03, 21.05 and 21.06 include Ontario sales tax.

21.08 Administration

For the purpose of Article 21, the term "administer" shall mean the registration of members, the deduction of the necessary premiums from the employee's pay and other related functions as defined by the Trust Agreement.

21.09 Insured Benefit Plans as a Condition of Employment and Opting Out

- (a) Newly employed personnel who are subject to the conditions of this Agreement will be automatically enrolled in all insured benefits. Coverage will be effective as of the date of their commencing employment.
- (b) All personnel who are subject to the conditions of this Agreement may at any time after completing thirty (30) days of employment, "opt out" of any or all insured benefit plan(s) in which they are enrolled. A red declination card initialled as to the coverage being declined, properly completed, signed by the employee and witnessed by the Steward or President of SCETF, must be filed at the Board's Payroll Department. Payroll adjustments will not be made until such declination cards are on file.
- (c) Effective September 1st, 2001, every newly hired Teacher shall be enrolled in the Long Term Disability Plan and shall remain in the plan until such time as his/her total number of sick leave credits equals the number of school days to retirement and the pension payment equals or exceeds the Long Term Disability benefit. In this case, consultation with the LTD Coordinator should occur prior to withdrawing from the plan.
- (d) For the duration of this collective agreement, the following re-entry procedures are applicable to any person employed under the terms of the agreement who chooses to "opt out" of one or more benefits:

- (i) application for entry or re-entry is subject to the acceptance of the Insurer and must be supported by a "Statement of Health" satisfactory to the Insurer,
- (ii) application for entry or re-entry into the Extended Health Plan must be supported by a Statement of Health from the employee and each of his or her dependents. Such Statements of Health must meet the Carrier's under-writing requirements.

(e) An employee who is now insured for or who elects to enrol for the lesser amount of Life and Accidental Death and Dismemberment Insurance may, on application, move to the higher level of protection on submission of medical evidence of insurability satisfactory to the insurers. Such evidence as may be required must be at the expense of the applicant.

(e) Personnel proceeding on leave of absence for a specified duration and enrolled in one or more of the insured benefit plan(s) will have the full premium for such benefit(s) deducted from their last pay cheque through to the date specified for termination of their leave of absence. On written notice to the Payroll Department that the benefit(s) are not required, the unused portion of the prepaid premium(s) so deducted will be refunded. Re-entry into any plan(s) for such persons would be subject to the conditions of item (c). On return to the Board's service, personnel who have continued their coverage(s) will be continued in these benefits on a payroll deduction basis, unused prepaid premium(s), if any, will be refunded.

21.10 Benefits During Leave

Notwithstanding Article 25.01 (b), the continuation of benefits during the first year of a leave **will** be approved by the Board in accordance with the Insurance Carrier's policy/procedures and relevant Articles of this collective agreement. For leaves of longer duration, continued benefit coverage is subject to the approval of the Insurance Carrier and relevant Articles of this collective agreement.

21.11 Increase in Premiums

Should there be an increase, effective January 1st, 2004, in the premiums for group Extended Health Insurance or Dental Insurance, the Board shall increase the plan subsidies specified in 21.03 (b) and 21.06 (b) by up to four (4) percent, provided that such increases are warranted.

ARTICLE XXII -- **1**

22.01 Seniority – Definitions and Considerations

(a) Effective September 1st, 1998, seniority is defined as the length of total service a union member has given under the terms of this collective agreement to the Simcoe County District School Board or its predecessors.

(b) The seniority of a part-time Teacher will be pro-rated to that of a full-time Teacher as follows:

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(i) "half-time or more service that is given after September 1st, 1988, in the Simcoe County District School Board shall be considered as full-time service for the purpose of calculating the Teacher's years of seniority."

(ii) "Service that is less than half-time during the period September 1st, 1988 to August 31st, 1998, with the Simcoe County District School Board or its predecessors shall be pro-rated in accordance with assigned time worked. Pro-ration shall be based upon ten (10) months per year and twenty days per month."

(iii) "Service that is less than half-time since September 1st, 1998, with the Simcoe County District School Board shall be credited with .5 for the purposes of seniority."

(c) Where seniority as defined in (a) above is equal, order on the list shall be determined as follows:

(i) all continuous occasional service in the elementary panel, and where such is equal;

(ii) service in the secondary panel with the Simcoe County District School Board, and its predecessors, and where such is equal;

(iii) service with other Ontario school boards, and where such is equal;

(iv) by current school year start date and where such is equal;

(v) by lot, conducted by the Working Conditions Committee.

This change will become effective September 2nd, 2001.

(d) While on Leave of Absence Without Pay, granted subsequent to September 1st, 1998, which does not exceed twenty-four (24) consecutive calendar months, a Teacher shall continue to accumulate seniority with the Board.

(e) For the purposes of this collective agreement, a Seniority List will be developed from September 1st, 1998, or at individual schools as required for the purpose of surplus. The seniority for employees employed prior to September 1st, 1998, will be as set out in the April 1998 Seniority List

which will be kept in both the Education Centre and the Union offices for safekeeping and reference.

- (f) All costs incurred by the Board which are associated with any recalculations resulting from changes in seniority language will be shared equally by the Parties.

22.02 Acquisition of School, Program and Staff

In the event that the Simcoe County District School Board should acquire a school or program which entails the retention of teaching staff who were not on contract with the Simcoe County District School Board prior to the acquisition of the school or program, the following provisions shall apply:

- (a)
 - (i) The seniority of teaching staff in the school or program prior to the acquisition, by the Simcoe County Board, shall be applicable only within the school or program. Subsequent to the acquisition of such a school or program, should a Teacher employed by the Simcoe County District School Board transfer into the school or program, the Teacher shall acquire school or program seniority.
 - (ii) Any future reduction of staff within such a school or program would be based upon seniority within the school or program.
 - (iii) At the time of acquisition of such school or program, staff will be placed on the Elementary Teachers' seniority list in accordance with the provisions of Article 22.01 of this collective agreement.
 - (iv) In the event that an original member of the staff of the school or program transfers to another position outside of the school or program, his/her seniority will consist only of seniority gained since the effective date of acquisition of the school or program by the Simcoe County Board.
 - (v) School or program seniority will cease to exist when the original staff at the time of acquisition have been replaced through resignation, retirement or transfer.

ARTICLE XXIII -- POSSIBLE CHANGES TO ARTICLE XXII

23.01 Mutual Agreement

Changes to Article XXII may be made by mutual agreement between the Board and the Union.

ARTICLE XXIV -- DEFERRED SALARY LEAVE PLAN

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A Teacher who is granted a leave will ensure that, prior to beginning the leave, arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Employee Services Department.

Good standing with the College is required for the Teacher to gain credited service with the Pension Board for the duration of the leave. A Teacher on leave is required to pay fees directly to the College of Teachers.

24.01 A Qualifications

- (1) Any Teacher on a permanent contract may apply for a Deferred Salary Leave Plan.

B Method of Application

- (1) Teachers are requested to apply for DSL of Absence as far in advance as possible in order to aid in planning for staffing.
- (2) Preliminary approval of the DSL of Absence shall be given within one month of the receipt of the application.
- (3) All requests for DSL of Absence must be submitted in writing, to the Superintendent of Employee Services, preferably no later than four (4) months before the commencement of the leave.
- (4) Final approval of the DSL of Absence shall be given within three (3) months of the preliminary approval.
- (5) All requests for DSL of Absence for periods other than a school year, school term or semester, shall be accompanied by reasons for the time requested.
- (6) In the event that a suitable replacement cannot be found for a Teacher who has been granted a leave, the Board may defer the year of leave. In this instance, a Teacher may choose to remain in the plan or may withdraw and receive any monies and interest accumulated to the date of withdrawal. Payment shall be made within 60 days.
- (7) All Teachers wishing to participate in the plan shall be required to sign a contract, supplied by the Board, before final approval of the leave will be granted.
- (8) At the discretion of the Administrative Council the time periods may be waived.
- (9) Requests for leave that do not receive preliminary approval will be reviewed by an Administrative Committee composed of two members of

Administrative Council and two representatives of the Union appointed by the Union.

- (10) A list of the leaves granted will be provided to each member of the Administrative Committee identified in 9 above.

C Conditions of the Leave

- (1) A Teacher on DSL of Absence must give notice, in writing, to the Principal and the Superintendent of Employee Services, of an intention to return:
 - (a) by March 1st of the year of leave for return in September of the following school year, or
 - (b) by two (2) months in advance for return at the beginning of the second or third term of the school year.
- (2) Normally a DSL of Absence will not be granted for a period longer than 12 consecutive calendar months.
- (3) Upon return from a DSL of Absence, the Teacher shall be assigned to a similar position, including a position of responsibility, in the original school subject to the requirements of C(1) and the conditions of Article 10.01.
- (4) The replacement for the Teacher, whether hired or a Teacher available for transfer, shall be considered to be placed only while the Teacher is absent on the DSL of Absence.
- (5) The taking of a DSL of Absence shall not alter the number of days to the Teacher's credit in the accumulative sick leave plan immediately prior to the start of the leave.
- (6) Effective September 1st, 1988, a Teacher shall continue to accumulate seniority with the Board while on a DSL of Absence that does not exceed twenty-four (24) consecutive months.

D Monetary Arrangements

- (1) The Board agrees to undertake the administrative expense of such deductions or deposits of salary as may be necessary at no expense to the Teachers.
- (2) A Teacher who participates in the plan or anticipates making application for a DSL of Absence, shall request that the Board deduct any portion of the Teacher's salary for any given number of years prior to the year of leave. These deductions shall be deposited in a trust fund designated by the Teacher.
- (3) A Teacher may alter the amount of the salary deduction by giving the Board 60 days' notice in writing.

- (4) Should a Teacher leave the employ of the Board for any reason (including illness or death) while participating in the plan, any monies owed and interest accumulated shall be paid to the Teacher or the Teacher's estate within 60 days.
- (5) A Teacher may withdraw from the plan at any time prior to the signing of the DSL of Absence contract, in which case monies owed and interest accumulated shall be paid to the Teacher or Teacher's estate within 60 days.
- (6) A Teacher wishing to make contributions to the Teachers' Pension Plan must comply with the requirements of the Teachers' Pension Plan and must make such arrangements prior to the commencement of a leave.
- (7) Teachers wishing to retain the employee benefits coverage must assume the full cost of the premiums of the benefit plan during the DSL of Absence. This payment may be made in full before the taking of the leave or by salary deductions during the first six months after the Teacher's return.

ARTICLE XXV -- LEAVE OF ABSENCE WITHOUT PAY

A Teacher who is granted a leave will ensure that, prior to beginning the leave, arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Employee Services Department.

Good standing with the College is required for the Teacher to gain credited service with the Pension Board for the duration of the leave. A Teacher on leave is required to pay fees directly to the College of Teachers.

25.01 Leave of Absence Without Pay

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- (a) A Teacher may be granted a Leave of Absence Without Pay for a period not to exceed ~~two~~ (2) years. Such leave shall be without accumulation of sick leave credits.
- (b) The Teacher may maintain, at no expense to the Board, employee benefit coverages during the Leave of Absence Without Pay.
- (c) A Teacher on a Leave of Absence Without Pay must give notice, in writing, to the Superintendent of Employee Services, with a copy to the Principal, of the intention to return, or request a renewal:
 - (ii) by March 1st of the year of leave for return or renewal in September of the following school year, or

- (ii) by two (2) months in advance, for return or renewal at the beginning for the second or third term of the school year.
- (d) Upon the expiration of a Leave of Absence Without Pay granted subsequent to January 1st, 1986, the Teacher will be assigned a similar position (including a position of responsibility) in the original school subject to the provisions of Article 10.01.
- (e) While on Leave of Absence Without Pay, granted subsequent to September 1, 1998, which does not exceed twenty-four (24) consecutive calendar months, a Teacher shall continue to accumulate seniority with the Board.
- (f) Upon return from the Leave of Absence Without Pay, sick leave days accumulated prior to the Leave of Absence Without Pay will be reinstated.
- (g) In cases where the absence is compensable under the Workplace Safety and Insurance Act, the period of absence to be charged to the sick leave credits shall be equal to the payment made by the Board to the Teacher.

ARTICLE XXVI -- FEDERATION RELEASE TIME

A Teacher who is granted a leave will ensure that, prior to beginning the leave, arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Employee Services Department.

Good standing with the College is required for the Teacher to gain credited service with the Pension Board for the duration of the leave. A Teacher on leave is required to pay fees directly to the College of Teachers.

26.01 Union Release Time

The following absences of a Teacher may be allowed for Union business without loss of salary or sick leave credits subject to such conditions and arrangements as may be required by Administrative Council. The Board shall be reimbursed by the Union for all costs of the Teachers (except as in (d)). These absences shall be limited to:

- (a) The President and one FTE Teacher to carry out the business of the Union.
- (b) One Chief Negotiator equivalent to full teaching time. In the event the Chief Negotiator holds a position outside the classroom, a written request for more than half-time release must be received by the Board before March 1st.

(c) The Board shall grant release time to members of the Union to fulfil Union duties. The release time shall be requested by the Union President or designate. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.

(d) *26.01* *see 26.1* *105/LP, LT* For up to twenty school days in each school year, individual teachers may be released from their normal duties in order to perform other duties which are of mutual interest to the Board and the Union, as determined by the Board. For these days, the Union will reimburse the Board for the cost of teacher's replacement at the daily rate of an occasional teacher.

(e) Leave of absence to the Teacher who holds an office requiring full-time duty at the provincial level.

26.02 Seniority and Experience

Teachers released in accordance with Article 26.01 will continue to accumulate seniority and teaching experience.

26.03 Upon the expiration of a Federation Leave which does not exceed 24 consecutive months, the Teacher will be assigned a similar position in the original school subject to the provisions of Article 10.01.

26.04 Deduction of Fees

The Board shall deduct a local Union fee for the payment of Union leaves which is duly approved according to the constitution of the Union. The Union shall provide the Board with copies of the official minutes authorizing this fee.

26.05 Salary and Benefits of President

Effective September 1st, 1998, the Board will pay \$45,000 of the salary and benefits for the Union President.

26.06 The Board shall release members of the bargaining unit's negotiating team from teaching duties at the expense of the Board for each day the Board wishes to negotiate during regular business hours.

ARTICLE VII OF SERVICE OR SECONDMENT

27.01 Loan of Service or Secondment

(a) A Teacher, at the discretion of the Director of Education or designate, may be granted a leave of absence in order to participate in a loan of service or a secondment with an agency approved by the Board.

(b) A Teacher on a loan of service with another agency (eg. D.N.D., Ministry of Education, Faculties of Education) shall be covered by the terms and conditions of this collective agreement unless the Teacher has signed an agreement with the agency which specifies different terms and conditions

of employment. If such is the case, the terms and conditions accepted by the Teacher shall take precedence over this collective agreement.

- (c) Upon the expiration of a loan of service or a secondment which does not exceed twenty-four (24) consecutive months, the Teacher will be assigned a similar position (including position of responsibility) in the original school subject to the provisions of Article 10.01.
- (d) In the event that the Teacher was granted a loan of service or a secondment which exceeded twenty-four (24) consecutive months, upon expiration, the Teacher will be assigned a position in the County subject to the provisions of Article 10.01.

ARTICLE XXVIII --- PREGNANCY AND PARENTAL LEAVES

A Teacher who is granted a leave will ensure that, prior to beginning the leave, arrangements have been made regarding payment of the benefit premiums for the period of the leave. The Teacher will also ensure that, prior to returning from the leave, necessary steps have been taken to ensure that good standing has been maintained with the Ontario College of Teachers and that proof of good standing has been provided to the Employee Services Department.

Good standing with the College is required for the Teacher to gain credited service with the Pension Board for the duration of the leave. A Teacher on leave is required to pay fees directly to the College of Teachers.

28.01 Effective Date

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- (a) The Board shall grant to a Teacher a pregnancy leave of at least seventeen (17) weeks and a parental leave of at least thirty-five (35) weeks or such shorter leave as the Teacher requests.
- (b) Effective September 1st, 2003, upon approval of the E.I.C., the Board will provide a weekly benefit payable for the two-week waiting period at a weekly rate equal to 95% of the Teacher's normal weekly earnings providing the Teacher complies with the conditions in the SEB plan (Article 28.14). Normal weekly earning to be calculated as follows:

$$\frac{\text{Teacher's annual earnings}}{\text{No. of days in the school year}} \times 5 \text{ days}$$

- (c) The Board shall provide a top up to 100% of the Teacher's salary for the six (6) weeks of pregnancy leave following the waiting period.
- (d) A Teacher who is eligible for E.I. benefits may only use the provisions of 28.01 (b) and (c). A Teacher who is not eligible for E.I. benefits and who provides medical substantiation for the need may use sick leave credits.

12F1S

A Teacher may only access the number of sick day credits available to her under the Board's sick leave plan.

- (e) The benefits provided in Articles **28.01** (b), (c) (d) are intended to be income replacement and may only be claimed for days when the Teacher would otherwise have worked.

28.02 Adoption Leave

- (a) In accordance with the Employment Standards Act, Adoption Leave is a Parental Leave.

- (b) Adoption leave refers to the coming of a child into custody, care and control of the parent for the first time. In the event that the child comes into her/his custody, care and control sooner than expected, the Teacher may commence leave immediately. The Teacher shall provide written notice of the leave within three (3) days after the Teacher has begun the leave.

28.03 Paternity Leave

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- (a) Paternity Leave without pay shall be available in accordance with the following:
 - (i) advance notification shall be given to the Board concerning the plans for said leave;
 - (ii) this period shall not exceed three (3) teaching days.
- (b) Effective September 1st, 1989, one day without loss of pay will be charged to accumulated sick leave.

28.04 Child Care Leave

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- (a) A Teacher may make a written application for an unpaid Child Care Leave; such a leave may be an extension of a pregnancy or parental leave.
- (b) No Teacher shall expect a Child Care Leave to extend for longer than a two year period. This includes any time taken under Articles **28.01**, **28.02**, **28.03**.
- (c) Any Teacher returning from a Child Care Leave which does not exceed 24 consecutive calendar months will be reassigned to a similar position (including a position of responsibility) held prior to going on leave, in the same school, subject to Article **10.01**.

28.05 Sick Leave

Normal pregnancy is not an illness under the terms of the Sick Leave Plan. A Teacher who suffers a pregnancy-related illness, while still working, shall qualify for sick leave during the illness.

28.06 Seniority, Benefits and Teaching Experience

- (a) Seniority shall accumulate for all Pregnancy and Parental leaves.
- (b) The Board shall pay its share of all benefits of a Teacher on a Pregnancy or Parental leave.
- (c) Effective September **1985**, through the period to December **19th, 1990**, absence for a Pregnancy Leave or a Parental Leave taken for the purposes of adoption of a child, of seventeen (**17**) weeks, will not result in the loss of experience credits for the placement of the Teacher on the salary grid.
- (d) Effective December **20th, 1990**, teaching experience, for the purpose of salary grid placement, shall accumulate for all Pregnancy and Parental Leaves.

28.07 Salary Upon Return

When a Teacher returns to duties upon the expiration of a Pregnancy or Parental leave, salary shall be paid in accordance to the portion of the year taught.

28.08 Position Upon Return

Upon the expiration of a Pregnancy, Parental or Voluntary Leave of Absence (Child Care) leave which did not exceed two years, the Teacher will be assigned to the position held prior to going on leave in the original workplace, subject to the provisions of Article 10.

28.09 Termination of Leave

A Teacher may terminate a pregnancy leave or parental leave and return to work upon providing the Board with two (**2**) weeks' written notice.

28.10 Maximum Leave

No Teacher shall expect a Voluntary Leave of Absence (Child Care) leave, including Pregnancy or Parental leave, for longer than a two-year period.

28.1 ■ Seniority and _____

If the Board requests that a Teacher extend a pregnancy or parental leave and the Teacher consents to the extension, the SEB plan shall apply for the applicable number of weeks and thereafter the extended leave shall be with full pay and benefits. Seniority and teaching experience shall continue to accumulate during such leave. A Teacher returning from an extended leave at Board request shall be reassigned to the same position held prior to going on leave, subject to the lay-off procedures in Article 10.

28.12 Accumulation of Seniority

Seniority for the purpose of declaration shall continue to accumulate during all Pregnancy, Parental and Voluntary Leave of Absence (Child Care) leaves for a maximum of *two* years on any one occasion, granted since September, 1988.

28.13 A Teacher who is pregnant or breastfeeding and provides a medical certificate verifying that her working conditions are unsafe or unhealthy to the Teacher, an unborn child, or a breastfeeding child, shall be reassigned to another assignment. The Teacher will co-operate with the Board in its accommodation efforts.

28.14 **SUPPLEMENTAL MENT BENEFITS(SEB) PLAN**

- (a) The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by Teachers from the Canada Employment and Immigration Commission for temporary unemployment caused by Pregnancy or Adoption Leaves.
- (b) Only Teachers granted a Pregnancy Leave or an Adoption Leave are covered by this Plan.
- (c) The other requirements for receipt of a SEB are:
- (i) the Teacher must be eligible to receive E.I. pregnancy or adoption benefits from the Canada Employment and Immigration Commission;
 - (ii) an application for SEB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide verification of the approval of the E.I. claim indicating the weekly amount to be paid by the Canada Employment and Immigration Commission.
 - (iii) the Teacher shall sign an agreement with the Board indicating:
 - that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and

- that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the Teacher under this SEB Plan.

- (d) A Teacher must have applied for E.I. benefits before a SEB becomes payable.
- (e) A Teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SEB. A SEB payment shall be made only when it has been verified that the Teacher has applied and qualified for E.I.
- (9) A Teacher shall not have the right to a SEB payment except for supplementation of E.I. benefits for the unemployment period as specified by this Plan.
- (g) The two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

ARTICLE XXIX -- RETURN FROM LEAVES

29.01 Return From Leaves

Notwithstanding Articles 24.01, 25.01 and 28.04, no Teacher having been granted a leave or any combination of types of leaves will be guaranteed a return to the original school if the period of the leave exceeds twenty-four (24) consecutive months.

ARTICLE XXX -- PREPARATION TIME

30.01 Preparation Time

- (a) Although it is recognized that the amount of time available varies from school to school, it is expected that each Principal, in consultation with the In-School Staffing Committee, shall develop a plan to distribute the available time among all staff.
- (b) (i) Each full-time Teacher in elementary schools shall be assigned a maximum of 1,350 minutes of instructional time per week.
- (ii) Each full-time Teacher in elementary schools shall be assigned a minimum of 150 minutes of preparation time per week, free from classroom instruction and supervisory duties (exclusive of student recesses and a scheduled daily lunch period of 40 minutes). Such preparation time shall be during the instructional day for students.
- (iii) Effective September, 2003, in addition to the preparation time provided in (ii) above, the Board agrees that three half Professional Activity Days will be for the exclusive use of each Teacher as preparation

time. The Parties agree that no staff meetings, Board mandated curriculum development or programme development workshops will be held on these half days.

The designation of the half Professional Activity Days shall be at the discretion of the Board and shall be determined prior to the first school day of each year. In any one school year, not all Teachers will necessarily have the same designated half days.

- (c) A classroom Teacher is any Teacher who teaches students and includes a part-time Teacher.
- (d) Notwithstanding 30.01 (b and c), where a classroom Teacher does not have full-time instructional duties, such time shall be prorated accordingly.
- (e) Preparation Time shall be scheduled in blocks of not less than 20 consecutive minutes.
- (f) Preparation time may be rescheduled in the case of emergency or when a Teacher is required to fill in for another Teacher whose absence was not foreseen by the Principal. In such cases, the Teacher shall be entitled to have such time made up as soon as possible.
- (g) Preparation time is defined as time used for preparation and planning or student evaluation or other such duties as may be required during such time by Board policy.
- (h) Preparation time will be provided without coverage by another Teacher for the Teacher-Librarian, Special Education Resource Teacher, and a French as a Second Language Teacher.

30.02 Lunch Break

Each Teacher shall be entitled each day to a scheduled period of not less than forty (40) consecutive minutes for lunch.

30.03 Teacher Absence

The Board will make every effort to replace an absent regular classroom Teacher or a Teacher providing preparation time.

30.04 Workload

The distribution of assigned duties will be monitored by the In-School Staffing Committee.

30.05 Staff Meetings

At the beginning of the school year, all teaching staff in the school shall be consulted regarding the desired timing of monthly staff meetings.

30.06 Extra Curricular Activities

It is understood that extra curricular activities (such as student sports, clubs, activities) are voluntary.

ARTICLE XXXI -- COMMITTEES

31.01 Trustee-Teacher Relations Committee

A Trustee-Teacher Relations Committee shall be established in the first month of the contract year.

(a) Purpose

The purpose of the committee is to provide a forum for the discussion of topics of interest to either party, which are not in dispute, in order to promote the best possible relations between the Board and its staff.

Recommendations from the Trustee-Teacher Relations Committee may be referred to the Board and/or to the Elementary Union for appropriate action.

(b) Composition of Trustee-Teacher Committee

(i) The Committee shall consist of:

- a Trustee appointed by the Board Chairperson;
- one member of the Administrative Council appointed by the Director of Education;
- two elementary school administrators appointed by Administrative Council;
- four members of the Union appointed by the Union.

(ii) Additional members, as resource, may be co-opted to the Committee by either the Board representatives or the Union representatives.

31.02 Working Conditions Committee

(a) Purpose

A Working Conditions Committee shall be established for the elementary panel to gather, compile, validate data and report to the Board and to the Union with respect

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to staffing, workload, class size and preparation time. The Committee may make recommendations concerning these matters to the Board and/or the Union.

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(b) Composition of Working Conditions Committee

The Committee shall consist of:

- two members of Administrative Council;
- two elementary school administrators;
- two representatives of the Union.

(c) Meetings

- (i) The Working Conditions Committee will meet not later than the tenth teaching day of September in order to review class size.
- (ii) The Working Conditions Committee will have available to it the school organization charts and the updated staffing charts for each school in each area.
- (iii) The Working Conditions Committee will review the data for each school and identify all classes which may require special consideration (e.g. number of integrated exceptional students) and will make recommendations to the Board.
- (iv) Notwithstanding (i), meetings of the Working Conditions Committee may be called through the Superintendent of Employee Services at the request of either party to the collective agreement.

31.03

In-School Staffing Committee

- (a) An In-School Staffing Committee shall be established in every school or workplace.
- (b) The In-School Staffing Committee shall be composed of:
 - two Teachers elected by the school staff;
 - the ETFO Steward;
 - at least one school administrator.
- (c) The In-School Staffing Committee shall meet at reasonable intervals at the request of either the school administrator or the ETFO Steward.
- (d) The responsibilities of the In-School Staffing Committee shall be as follows:
 - (i) to act as the School Transfer Committee (Article 10.01 A (b));
 - (ii) to review the distribution of assigned duties;
 - (iii) to provide input into the organization of the school timetable;

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- (iv) to assist in the development of schedules of supervision duties:
- (v) to review the school's basic budget:
- (vi) to review the distribution of students to regular classes.
- (e) The role of the In-School Staffing Committee is advisory only and nothing in this Article restricts the Principal's right to manage the school.

ARTICLE XXXII -- PROFESSIONAL DEVELOPMENT FUNDS

Allocation of Funds

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32.01 Effective September 1st, 1998, the Board agrees to provide the following allocation of funds for the professional development of its staff:

Teachers	\$90.80/F.T.E. Teacher
County P.D.	\$ 1.36/F.T.E. Union Member

32.02 School Committee

The Teachers' Professional Development Funds identified in 32.01 will be administered in each school by a committee composed of at least three (3) teachers.

32.03 County P.D.

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The County P.D. Funds identified in 32.01 shall be administered by a committee composed of four (4) members appointed by the Union and two (2) members of the Administrative Council appointed by the Director of Education.

32.04 The Union shall develop a set of guidelines for the use of school PD funds. The school PD committee shall follow these guidelines when disbursing the funds.

ART XXXIII -- INTERNAL EXCHANGE PROGRAM

33.01 The Board may allow Teacher exchanges between panels, for a maximum of two years, provided that the Principals of the schools involved approve the exchange.

Terms and Conditions:

- (a) Requests for exchange must be initiated by the Teachers concerned by April 1st. Once the Principals agree to the exchange, the exchange request must be submitted to the Superintendent(s) of Schools involved for approval. Final approval shall be given by April 30th.

- (b) Exchanges will be for one year but may be extended to two years if all parties agree by April 30th of the first year of the exchange.
- (c) For the purposes of Article 10, the Teachers shall be considered as members of the staffs of the schools from which they came.
- (d) Exchange will not affect basic salary, benefits, or seniority.
- (e) If a Teacher who holds a position of responsibility enters into an exchange agreement, basic salary shall be unaffected by the exchange, but the allowance(s) for position(s) of responsibility shall be paid to the Teacher(s) assuming the position(s) of responsibility.
- (f) In the case of unforeseen difficulties, an internal exchange situation may be terminated at the discretion of the Board.

ARTICLE XXXIV -- MEDICAL PROCEDURES

34.01 The Board shall not require any Teacher to administer or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk of injury, disease or negligence.

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 XXXV - MODIFIED SCHOOL YEAR

The Parties agree that the modified school year program may continue for the term of this collective agreement. Teachers assigned to schools with the modified school year calendar will work consistent with that calendar.

- 35.01 A Teacher participating in the modified school year programs will be voluntary.
A Teacher in a modified school year program who does not wish to continue that assignment will be re-assigned upon request at the end of the school year in conjunction with Article 10, provided that the request is received prior to March 1st.
- 35.02 School staff who are requested and who volunteer to provide support services shall be given lieu time for extra days worked. Lieu time shall be taken at their discretion in blocks of up to five (5) days.
- 35.03 Teacher's participation in the pilot modified school year programs shall be voluntary. A Teacher in a modified school year program who does not wish to participate in the pilot project or does not wish to continue to participate in the project shall be reassigned upon request, at the end of the school year in conjunction with Article 10.

35.04 Program and Special Education support personnel who are required and who volunteer to provide support services shall be given lieu time for the days worked in August. Such time shall be determined co-operatively between the Teacher and his/her supervisor.

35.05 Effective August 1st, 2004

Annual salaries will be paid to teachers who participate in the modified school year program in twenty-six **(26)** installments,

One hundred percent (100%) of salary will be paid by August 4th in any year.

See Letter of Understanding re: 2003-04

ARTICLE I - CORRESPONDENCE

36.01 All correspondence between the Parties arising out of this collective agreement shall pass to and from the Superintendent of Employee Services or designate and to and from the President of the Union or designate.

ARTICLE XXXVII - TIME FOR TRAVELLING

37.01 A Teacher who is assigned duties at two (2) or more locations on the same day shall be paid kilometrage at the Board's current rate and shall be provided with adequate time to travel between the locations.

37.02 When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.

ARTICLE XXXVIII – HOURS OF WORK FOR RECORD OF EMPLOYMENT

38.01 For the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, full-time Teachers shall be deemed to have worked seven **(7)** hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

ARTICLE XXXVIX – CRIMINAL BACKGROUND CHECKS

39.01 The Board agrees to ensure that all personal information related to offence declarations and criminal background checks will be maintained in a confidential manner and released only as required by legislation.

- 39.02 A Teacher may request the presence of Union representation during an interview to discuss the contents of an offence declaration or criminal background check.
- 39.03 The Board shall consult with the Union prior to making a change in the procedures governing offence declarations.

RTICL XXXX- SIGNATURES

40.01 In witness whereof each of the parties hereto has caused this agreement to be signed by its duly authorized representatives as of the day and year first above written.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

Chairperson

President

Secretary

Chief Negotiator

Negotiation Officer

Dated at Midhurst this _____ day of _____, 2003

LETTER OF UNDERSTANDING

between

Simcoe County District School Board

and the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: LEAVES OF ABSENCE

For the term of this collective agreement, the Board agrees to collect and share at meetings of the Working Conditions Committee cumulative data related to requests for leaves of absence, with and without pay (not illness related), and the disposition of those requests.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

**Regarding: FIVE DAYS PRECEDING THE COMMENCEMENT
OF THE SCHOOL YEAR**

It is not the Board's intention to require Teachers to work during the five days preceding the start of the school year for the students in 2003-2004 and 2004-2005.

If the Board requires a Teacher or group of Teachers to work during these periods because of requirements announced by the Ministry of Education or because of the delivery of specific training, these Teachers will be granted ~~leu~~ time during the following school year at times mutually agreed to between the Teacher and the Board.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: STATEMENT OF SALARY AND BENEFITS

During the school year 2003-2004, the Board will provide each Teacher with a statement which will include:

- (a) salary category and step
- (b) any allowances paid
- (c) individual benefit coverage
- (d) statement of benefit cost
- (e) life insurance coverage

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: SALARY SCHEDULES

In order to provide transition from the schedules of salary payments in effect during the 2002-03 year to the schedules to be come effective for the 2004-05, the Parties agree to the following schedules and dates of salary payment for the 2003-04 year.

Effective September 1, 2003 (for teachers on regular school year calendar):

A payment equal to six (6) percent of the annual salary will be made on the first school day in September.

Twenty-six (26) equal payments of 3.615385 percent of the annual salary will be made on alternate Fridays beginning on September 12, 2003. The final payment for the 2003-04 year will be made on August 27, 2004.

Effective August 1, 2003 (for teachers on modified school year calendars)

Twenty-six (26) equal payments of 3.846 percent of the annual salary will be made on alternate Fridays beginning on August 15, 2003. The final payment for the 2003-04 year will be made on July 30, 2004.

Schedules attached

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: POLICY/APM REVIEWS

The Board will request input from the Union during a review of the following documents:

- Policy 3031 Workplace Harassment
- Policy 3120 Employment Equity
- APM 146 Student Harassment
- APM 148 Workplace Harassment

This review will be completed by March 31, 2004.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: P.A. DAY LIEU TIME

During the **2003-04** school year, when a Professional Activity Day is designated as a day for interviews with parents and a Teacher has conducted interviews on the evenings prior to the PA day, lieu time of one-half day shall be granted by the Principal.

Both Parties will monitor this change for effectiveness during the **2003-04** school year.

The Parties acknowledge that this is a pilot study for one school year and does not commit either Party to an automatic extension in the future.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: SUPERVISION

The Parties agree that a priority activity for the Working Conditions Committee for the 2003-04 school year will be an in-depth study of supervision duties for Teachers. The overall objective of this activity will be the reduction of supervision duties for Teachers while ensuring that adequate levels of student supervision are maintained.

The Working Conditions Committee will receive from each Principal by September 15th a description of the student supervision requirements of the school taking into consideration the student population, the building configuration, the outdoor yard configuration, lunch period procedures, and identified special circumstances.

The Working Conditions Committee will also receive from each Principal by September 30th an overall plan for supervision duties for Teachers for the school year. This plan will have been developed with the assistance of the In-School Staffing Committee.

Following analysis of this data, the Committee will provide recommendations to the Parties.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**
