

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, 2008

TO

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Effective Period

This Agreement shall come into force and effect on September 1, 2008, and shall expire on August 31st, 2012, 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 inadvertence, 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

- (a) 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.

Responsibilities of the Board and Union

- (b) The Board and the Union carry out their responsibilities under this Collective Agreement with mutual respect in a manner that is fair, reasonable, equitable, nondiscriminatory and consistent.

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 Human Resource Services no later than November 30th for the resignation/retirement to be effective December 31st of that year, or no later than May 1st for the resignation/retirement to be effective August 31st of that year.

A Teacher who is eligible for a retirement gratuity and who submits their retirement letter to the Board prior to May 1st, shall receive his/her retirement gratuity payment by June 30th.

- (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) Termination

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) No member of the Union shall be required or requested to evaluate another member's competence.
- (b) The Ministry of Education's Technical Requirements Manual for Experienced Teachers shall be used for Teacher performance Appraisals (TPA's) of experienced Teachers.
- (c) The Ministry of Education's New Teacher Induction Program (NTIP) Manual for Performance Appraisal for New Teachers shall be used in the evaluation of all new Teachers as defined by the NTIP.
- (d) Following the annual confirmation to individual Teachers that their Teacher Performance Appraisal will be undertaken during that school year and prior to the commencement of the process, the principal will convene a meeting of these Teachers to review the document listed in 2.09 (b) or 2.09 (c), as appropriate, and the appraisal process.
- (e) Notwithstanding 2.09 (d), the Performance Appraisal Process may be initiated by the principal given that he or she has provided performance feedback and support in advance of initiating the out of cycle TPA.
- (f) Student test results shall not be taken into account in the evaluation/appraisal process.

- (g) Teachers shall only be evaluated within their primary assignments for which they hold qualifications, or are otherwise assigned by mutual consent.
- (h) 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 Human Resource Services Department. The only recognized non-medical Personnel File for a Teacher shall be maintained in the Personnel Department of the Board.
- (b) A disciplinary report may be removed from a Teacher's file at the discretion of the Superintendent of Human Resource Services.
 - (i) All documents of a disciplinary nature to be placed in a Teacher's personnel file shall have a space for the Teacher's signature. The signature shall be deemed to be an acknowledgement of receipt only. Teachers will be provided copies of such documents, when issued.
 - (ii) A disciplinary report contained in a Teacher's personnel file shall be removed from the file three (3) years after its date of issue, provided that there is no other disciplinary action during that period of time, and further provided that the Teacher has not been absent from the workplace for extended periods of time during that three years. For each full month during which a Teacher is absent during the three year period, the time line for eligibility for removal shall be extended by the period of absence.
 - (iii) 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. Performance appraisals and supporting documentation are not disciplinary and are not subject to removal.
 - (iv) Where a Teacher authorizes in writing that the Union may have access to her/his personnel file, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

Health and Safety

- 2.12 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

ARTICLE III -- UNION DUES AND ASSESSMENTS

3.01 Dues

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 Education Act.
- (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.
- (c) Discharge Grievance
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

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 6.01, to the Superintendent of Human Resource 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 grievor, a Union representative and the Superintendent of Human Resource Services. The Superintendent of Human Resource 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 of Education, or designate, 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) Timelines may be extended or waived only by mutual agreement in writing.
 - (b) Failure to meet the timelines fixed herein shall allow the grieving party to advance a grievance to the next step of the grievance procedure within five (5) school days of the missed timeline.

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. Within five (5) school days thereafter, the party requesting the grievance will submit a possible list of arbitrators. The other party shall respond in writing indicating their agreement of an arbitrator from the list 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 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.

Decision of the Arbitrator or Board of Arbitration

6.10 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

- 6.11 (a) Both Parties agree to pay one-half (½) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective appointees and one-half (½) 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

6.12 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

6.13 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.

Attendance at Grievance Meeting

- 6.14 (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.

"HRSDC" – Human Resources Skills Development Canada

“Instructional Day”

The Instructional Day shall not exceed 300 minutes commencing with the start of instruction, and ending with the students’ dismissal from school for the day exclusive of recess and lunch/nutritional breaks. Opening exercises are included as part of the Instructional Day.

“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.

“Redundant Teacher”

- (a) is a Teacher for whom no position is available, or
- (b) is a Teacher who was declared redundant from the County and who accepted a fractional position which is less than his/her original assignment.

“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.

**ARTICLE VIII – PRINCIPAL'S ASSISTANT, TEACHER-IN-CHARGE AND
ACTING ADMINISTRATIVE 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. A Principal's Assistant shall continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher. 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 continue to be a member of the Union, shall pay union dues, and shall not be responsible to evaluate or discipline a Teacher. 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

(a) The Board may appoint a Teacher as an Acting Vice-Principal to fulfil the duties of a Vice-Principal.

(b) The Teacher shall receive the same compensation as other 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. The Teacher will remain in their current benefit package if applicable.

- (c) The Teacher in an Acting Vice-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 Vice-Principal does not exceed **193** workdays within three school years.
- (d) The person acting as Vice-Principal shall pay Union dues and shall not be responsible to evaluate or discipline a Teacher.

ARTICLE IX -- NEW POSITIONS, 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:.5
Grade 1 & 2	22:1
Grade 3	24:1
Grades 4 to 8	29:1

- (b) **Effective for the 2006 spring staffing procedure** for Teacher staffing for the **2006/2007** school year, the following staffing procedures shall apply.

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, **.47** of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, **.53** 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, **.20** of the Teacher-Librarian's time will be used to provide planning time in the library for regular classroom Teachers, **.80** 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 Human Resource 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.

Posting of Positions
Effective September 1, 2009

9.02 All vacancies shall be posted for two (2) days.

- (i) Vacancies for the following school year that are known between April 1 and June 1 are filled in accordance with 9.03 Spring Staffing Process Postings.
- (ii) All other vacancies shall be filled in accordance with 9.02 Posting of Positions.
- (iii) Postings shall include the following information: school, current Principal, assignment and closing date and time of the posting.

- (iv) The Principal will select the successful candidate from among the qualified applicants. Internal applicants will be considered prior to external hiring. Where there are more than three (3) applicants to a posting, the Principal shall short-list a minimum of three applicants for interview.
- (v) Successful internal qualified applicants will only change positions at naturally occurring breaks with the exception of Teachers hired during the month of September.
- (vi) Notwithstanding Article 9.02 (ii), Vacancies occurring during September will not be posted.

A Teacher hired to fill a vacancy that occurs in September will be deemed to be surplus to the school at the end of the school year provided the Teacher was hired into a .5 FTE or greater position. If this position continues to exist for the following school year, this vacancy shall be posted and filled in accordance with Article 9.03 (a through c).

Spring Staffing Process Postings
Effective September 1, 2009

- 9.03
- (a) By the second Monday in April, the first list of teaching positions available for the following September will be circulated to all schools. Revised lists will be circulated at the beginning of every week for a 2 day period, for a total of 8 postings. Postings will be available to current contract Teachers who have not been county declared.
 - (b) The school principal will determine the successful candidate from among the five most senior applicants. Every reasonable effort will be made to fill the posted vacancies in 9.03 (a) within a one week period, but no longer than two weeks from the time of posting.
 - (c) Successful candidates shall not be permitted to apply to subsequent postings during the spring staffing process.

Teacher Initiated One for One Transfers

- (d) Teacher initiated one for one transfers will be available to Teachers provided the following:
 - they are not undergoing an out-of cycle performance review;
 - they do not have an unsatisfactory review on their most recent TPA;
 - they do not have an ongoing issue that is being investigated by any of the Ontario College of Teachers, the Children's Aid Society or Police Services;
 - they have not received a letter of reprimand or suspension within the last 3 years.

- (e) Teachers on the transfer list will have the ability to facilitate a transfer only with another Teacher on the list. A Teacher may only facilitate a transfer with another Teacher:
- who has an equivalent FTE;
 - provided that both Teachers have the appropriate qualifications.
- (f) A Teacher may apply to be included on the Teacher initiated one for one transfer list; by completing an on-line Teacher initiated one for one transfer request form from March 15 until March 31.
- (g) Teachers who have applied for Teacher initiated one for one transfers will be jointly approved for inclusion on the list by the Board and the Union.
- (h) In the 2009-2010 school year only, the Teacher initiated one for one transfer form will be available for a second application process from April 22-28, 2010.
- (i) Beginning the third Monday of April the Teacher initiated one for one transfer list will be available for 7 weeks on the SCDSB staff website. The list will be updated on an ongoing basis.
- (j) Teachers are responsible for facilitating their own one for one transfers.
- (k) Communication shall only be through Board e-mail.
- (l) Board email for this purpose shall not be used during the instructional day exclusive of preparation time, lunch/nutrition and recess breaks.
- (m) In order for the transfer to be processed both Teacher signatures must be on the required acceptance form. The transfer will be considered final and Teacher's names will be removed from the one for one transfer list once Board confirmation has been received.
- (n) In the event of extraordinary circumstances a transfer may not be processed. The Superintendent of Human Resource Services shall, before the transfer is denied, inform the Union of the rationale for the denial. All decisions by the Superintendent shall be made within two (2) weeks of the confirmation form being submitted to the Board.
- (o) Once confirmation has been received and the one for one transfer has been finalized, Teachers shall not be permitted to facilitate subsequent one to one transfers during the spring staffing process in that year.

Contract Increases

- (p) A Teacher may request a contract increase at their current school(s) by completing an online form on the SCDSB staff web site from March 15 until March 31. These requests will only be considered after all surplus staff have been placed and prior to external hiring.

9.04 New School Openings
Effective September 1, 2009

- (a) In the event of a new school opening, fifty percent of projected vacancies in the new school will be filled with interested staff from the affected schools in order of seniority.
- (b) The remaining fifty percent of the openings in the new school shall be posted and filled in accordance with new Article 9.02 (ii through iv).

9.05 School Closures
Effective September 1, 2009

- (a) In the event of a school closure the staff(s) from the affected school(s) will be placed on a master seniority list.
- (b) Where the movement of students to a new or existing school creates increased enrolment the necessary additional positions shall be filled as follows:
 - i) The fifty percent of projected vacancies in the new or existing school shall be filled with interested staff from the affected schools in order of seniority.
 - ii) The remaining fifty percent of the openings in the new or existing school shall be filled in accordance with Article 9.02 (ii through iv)

9.06 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.

9.07 The Board has the right to assign Teachers to teach programs for which they have the necessary qualifications. The Board in assigning a Teacher to teach a specialized program (Special Education or FSL) for which he/she is qualified shall not, upon the request of the Teacher for the following school year, assign the Teacher who has already taught at least five (5) consecutive years in the specialized program in question, unless reassignment would result in the surplus of another Teacher in that school. Where a vacancy occurs during the school year, the Teacher who has already taught for at least five (5) consecutive years in the specialized program in question, may be re-assigned upon request to the

vacancy if the Teacher is qualified, and if another qualified Teacher applies on a first posting for the special program position.

ARTICLE X -- SURPLUS, REDUNDANCY AND RECALL
Effective September 1, 2009

10.01 Definitions

“Surplus Teacher” – Subject to the other provisions of Article 10, a surplus Teacher is the least senior Teacher(s), as determined by the seniority list, for whom there is no available position(s) for which the Teacher is qualified in a school or in the district.

“Redundant Teacher” – Subject to the other provisions of Article 10, a redundant Teacher is the least senior Teacher(s), as determined by the seniority list, for whom there is no available position(s) for which the Teacher is qualified in the county.

10.02 A Declaration of School Surplus

(a) When a principal of a school is notified that there will be one or more surplus Teachers in the school, the school staff will be notified through the In-School Staffing Committee. In the event that a reduction in staff is necessary, the Principal shall declare, in writing, on or before the first Monday in April, the Teacher with the least County seniority surplus 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) Prior to bypassing the least senior Teacher in accordance with number (a) (i) above, the Principal shall consult with the In-School Staffing Committee.

(c) If in the opinion of the In-School Staffing Committee, the bypassing of the least senior Teacher is not warranted, the Teacher may appeal to the County Staff Appeal Committee within two (2) teaching days of receipt of written notice of school surplus. 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 surplus within

two (2) teaching days. All appeals shall be heard by the tenth (10) teaching day of April, or in the case of a school surplus declaration in September, by the fifth (5) teaching day after written notification of surplus 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 In-School Staffing 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 affected parties.
- (g) Declaration of School Surplus in September
 - (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 21.01 of the current Collective Agreement and in accordance with the exceptions noted in Article 10.02 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 10.02 A. (a) (i) and (ii), and no Teacher volunteers to be declared surplus, the tied seniority will be broken by lot as per Article 21.01 (c) (v), with the following exception:

The lot will be conducted at the SCETF Office and the results will be forwarded to the Board.

10.02 B. Declaration of County Redundancy

- (a) In the event that a Teacher who has been declared surplus at the School Level cannot be placed within the County, the Teacher(s) with the least County Seniority will be declared redundant to the County by the Superintendent of Human Resource Services, on or before the first Monday in April, in order to accommodate the placement of the aforementioned surplus Teacher.
- (b) Consultants, Teachers of French Second Language, English Second Language, Special Education and Library required to fulfill 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 qualified 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 Education or designate.
- (f) Those Teachers who are declared redundant to the County by the Superintendent of Human Resource Services or designate shall receive notification prior to it being made public to the Board.
- (g) On or before the first Monday in April, 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 9.01.
- (h) Those Teachers who are declared redundant to the County by the Superintendent of Human Resource Services or designate shall receive notification stating the effective date and the reasons therefore. Such notice shall be hand-delivered to every Teacher working in the school on the date of declaration (mailed to Teachers absent or not currently working with the Board) at least one school day in advance of the posting of the list. An attempt will be made to notify by telephone a Teacher absent on a short-term basis that the notice is available or being mailed.
- (i) The Board will provide the Union with a copy of any notices of redundancy issued to Teachers.

10.02 C Recall of County Redundant Teachers

- (a) For the purpose of the recall process, a redundant Teacher is defined as a Teacher:
 - (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) Redundant 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 County District School Board to offer the right of being recalled to a teaching position to all Redundant 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.

- (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) Redundant Teachers on the recall list have 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 twelve (12) consecutive months.
- (f) The following procedures will be followed:
 - (i) Positions will be offered first to the most senior redundant Teacher. It is understood and agreed that the least senior Teacher in a staffing area may be administratively assigned to another school in order to return the redundant Teacher to an appropriate assignment for which the redundant Teacher is qualified.
 - (ii) It is the responsibility of the redundant 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 10.02 C (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) Redundant Teachers 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 10.02 C (f), initial 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, will be posted and filled in accordance with Article 9.02 (ii through iv). A resulting vacancy

from the movement of Teachers in accordance with this article shall be filled by the most senior redundant Teacher.

- (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.
 - (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 10.02 C (f)(viii) will have no further right under that Article, should another position become available unless that person is again declared redundant.
- (g)
 - (i) Redundant 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) Redundant 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.

10.02 D. 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 surplus and will be placed in accordance with the terms of Article 10.03.

10.03 Recall of School Surplus Teachers

- (a) A meeting of representatives from the Administration and two (2) representatives of the Union will be held at the call of the Human Resource Services Department in order to monitor the placement of surplus Teachers.
- (b) If within a period of two years from the time a Teacher is placed under this Article, a teaching position for which the Teacher is qualified should reopen in the school from which the Teacher was declared, or in the school area as defined in Appendix A, the surplus Teacher will be assigned that position on the basis of seniority provided the Teacher has informed the Superintendent of Human Resource Services, in writing,

within two teaching months of being notified of their declaration, of his/her wish to return to the school or area (see Appendix A).

- (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 change positions at any time during the school year if the move is mutually agreeable to all parties.

ARTICLE XI -- CATEGORY 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 Human Resource Services Department.

ARTICLE XII -- SALARY 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

- (a) All newly hired Teachers will be placed in Category AI, 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

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

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.

A Simcoe County District School Board Occasional Teacher who has been hired as an Elementary Contract Teacher shall not be placed in a grid step lower than their most recent paid Simcoe County LTO assignment.

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 1 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) Effective September 1, 2008 (+2%), the salary schedule as follows:

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	39,012	42,271	43,873	47,819	50,305
1	41,062	44,320	46,230	50,544	53,291
2	42,801	46,153	48,258	52,942	55,947
3	45,166	48,645	50,944	55,996	59,260
4	47,524	51,136	53,631	59,051	62,574
5	49,883	53,651	56,316	62,106	65,887
6	52,244	56,116	59,003	65,162	69,203
7	54,606	58,608	61,690	68,217	72,516
8	56,974	61,099	64,376	71,271	75,830
9	59,325	63,592	67,061	74,326	79,144
10	61,686	66,083	69,748	77,381	82,456
11	64,892	68,575	72,435	80,437	85,772
11 U	68,575	-	-	-	-

(b) Effective September 1, 2009 (+2%), the salary schedule as follows:

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	39,792	43,116	44,750	48,775	51,311
1	41,883	45,206	47,155	51,555	54,357
2	43,657	47,076	49,223	54,001	57,066
3	46,069	49,618	51,963	57,116	60,445
4	48,474	52,159	54,704	60,232	63,825
5	50,881	54,724	57,442	63,348	67,205
6	53,289	57,238	60,183	66,465	70,587
7	55,698	59,780	62,924	69,581	73,966
8	58,113	62,321	65,664	72,696	77,347
9	60,512	64,864	68,402	75,813	80,727
10	62,920	67,405	71,143	78,929	84,105
11	66,190	69,947	73,884	82,046	87,487
11 U	69,947	-	-	-	-

(c) Effective September 1, 2010 (+3%), the salary schedule as follows:

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	40,986	44,409	46,093	50,238	52,850
1	43,139	46,562	48,570	53,102	55,988
2	44,967	48,488	50,700	55,621	58,778
3	47,451	51,107	53,522	58,829	62,258
4	49,928	53,724	56,345	62,039	65,740
5	52,407	56,366	59,165	65,248	69,221
6	54,888	58,955	61,988	68,459	72,705
7	57,369	61,573	64,812	71,668	76,185
8	59,856	64,191	67,634	74,877	79,667
9	62,327	66,810	70,454	78,087	83,149
10	64,808	69,427	73,277	81,297	86,628
11	68,176	72,045	76,101	84,507	90,112
11 U	72,045	-	-	-	-

(d) Effective September 1, 2011 (+3%), the salary schedule as follows:

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	42,216	45,741	47,476	51,745	54,436
1	44,433	47,959	50,027	54,695	57,668
2	46,316	49,943	52,221	57,290	60,541
3	48,875	52,640	55,128	60,594	64,126
4	51,426	55,336	58,035	63,900	67,712
5	53,979	58,057	60,940	67,205	71,298
6	56,535	60,724	63,848	70,513	74,886
7	59,090	63,420	66,756	73,818	78,471
8	61,652	66,117	69,663	77,123	82,057
9	64,197	68,814	72,568	80,430	85,643
10	66,752	71,510	75,475	83,736	89,227
11	70,221	74,206	78,384	87,042	92,815
11 U	74,206	-	-	-	-

14.02.2 Should the school year commence before September 1st in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior to September 1.

ARTICLE XV -- RESPONSIBILITY ALLOWANCES

15.01 Effective September 1, 2008, 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:

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.

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:

\$1245 effective September 1, 2008

\$1270 effective September 1, 2009

\$1308 effective September 1, 2010

\$1347 effective September 1, 2011

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 -- ACCUMULATED SICK LEAVE CREDITS

17.01 Inclusion

- (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.

17.02 Transferring Credits

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 17.04, 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.

17.03 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.

17.04 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.

17.05 Part Year Credits

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

17.06 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.

17.07 Yearly Credit 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.

17.08 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 XVIII -- RETIREMENT GRATUITY

18.01 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.

18.02 Notwithstanding Article 18.01, 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 XIX - ABSENCES

19.01 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,

19.01 B Approval of Principal and superintendent of Human Resource Services

In addition, on the request of the Teacher and with the prior approval of the Principal and the Superintendent of Human Resource 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 Human Resource Services.

19.01 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
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.

19.01 D Approval of Superintendent of Human Resource Services

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

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

19.02 Certificate- Practitioner

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.

19.03 Loss of Pay

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

19.04 Fifth Disease

When a case of Fifth Disease in the school becomes known to the principal, he or she shall notify the school staff. If a pregnant Teacher is advised by her physician not to attend the workplace where there is a known case of Fifth Disease, the Teacher has the option to remain at home with loss of sick leave, or to be re-located to an alternative workplace where Fifth Disease has not been reported (if a member wishes to be re-located she must make the request in writing, including the doctor's note, to Human Resource Services.

In this case the Teacher will remain at home with loss of sick leave until an appropriate alternative work location is found). This will continue until 20 days have passed since the last reported case.

19.05 Adoption Travel Leave

A Teacher may request use of accumulated sick leave for travel needs for the adoption of a child. Dependent on circumstances, up to five (5) days in a school year may be approved by the Superintendent of Human Resource Services.

ARTICLE XX -- EMPLOYEE BENEFIT PLANS

20.01 Selection of Benefit Plans

The selection of insurance carrier(s) and the design of the various insurance plan(s) will be at the sole discretion of the Union.

Commencing June 1, 2007 and every year thereafter the Union will inform the Board of its selection for insurance carrier/agent on or before June 1 every year.

20.02 Board Participation

- (a) Teachers who are members of the bargaining unit will benefit from the Board contributions in Articles 20.03 and 20.05 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 20.03.
 - (ii) Notwithstanding 20.02 (b)(i), benefits received in the plans described in Article 20.03 are not dependent upon the amount of time assigned to teach.
 - (iii) The benefit available under 20.05 is dependent upon actual salary and cannot be increased by personal premium contributions.

20.03 Group Extended Health and Dental Insurance

- (a) Effective September 1, 2008, the Board will contribute \$301.78 per month per employee enrolled in the Group Extended Health and Dental plan.
- (b) Effective September 1, 2009, the Board will contribute \$326.60 per month per employee enrolled in the Group Extended Health and Dental plan.
- (c) Effective September 1, 2010, the Board will contribute \$353.65 per month per employee enrolled in the Group Extended Health and Dental plan.
- (d) Effective September 1, 2011, the Board will contribute \$383.12 per month per employee enrolled in the Group Extended Health and Dental plan.

- (e) Teachers who are enrolled in the Group Extended Health and Dental plan whose contract is less than 1.0 full-time equivalent (FTE) shall reimburse the Board for the difference between their contract FTE and 1.0 FTE at the family or single premium rate as determined by the Carrier in consultation with the Union, as applicable.
- (f) Teachers on an unpaid leave of absence who are enrolled in the Group Extended Health and Dental plan and choose to continue his/her benefits shall reimburse the Board for the full amount of the family or single premium rate as determined by the Carrier in consultation with the Union, as applicable.

20.04 Group Life Insurance and AD&D

- (a) The Board agrees to administer a Group Life and an Accidental Death and Dismemberment (AD&D) Insurance Plan approved by the Union.
- (b) Effective November 1, 2006 participation in the Group Life and Accidental Death and Dismemberment (AD&D) Insurance Plan shall be a condition of employment for any Teacher employed for 0.5 or greater.
- (c) Notwithstanding b, any Teacher not enrolled in the Group Life and Accidental Death and Dismemberment (AD&D) Insurance Plan, as of October 31, 2006, may continue his/her non-participation in the Group Life Insurance and AD&D Plan without adverse affect on his/her employment status.

20.05 Long Term Disability Insurance

- (a) The Board will administer a Long Term Disability Insurance Plan approved by the Union and all premium costs of such plan will be paid by the employees.
- (b) Effective November 1, 2006 participation in the Long Term Disability Insurance Plan shall be a condition of employment.
- (c) Notwithstanding b, any Teacher not enrolled in the Group Life and Accidental Death and Dismemberment (AD&D) Insurance Plan, as of October 31, 2006, may continue his/her non-participation in the Group Life Insurance and AD&D Plan without adverse affect on his/her employment status.

20.06 Ontario Sales Tax

The contributions defined in Articles 20.03 and 20.05 include Ontario sales tax.

20.07 Administration

For the purpose of Article 20, 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 Union subject to the requirements of the Insurance Carrier.

Insured Benefit Plans as a Condition of Employment

- (a) Newly employed personnel employed for 0.5 or greater and 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) 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 Co-ordinator should occur prior to withdrawing from the plan.
- (c) 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 had opted out of one or more benefits as of October 1, 2006:
 - (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.
- (d) 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.

20.09 Employee Dependent Record Maintenance

The Board shall maintain in electronic format Life, Extended Health and Dental plan enrolment records including dependent information necessary to the administration of the benefit plans in a style which can be transferred to the Union or its agent on a weekly basis.

20.10 Audit of Board Records

The Union or its agent will be entitled to audit Life, Extended Health, and Dental and LTD original enrolment information to verify the accuracy of board electronic records.

20.11 Benefits Officer

Effective September 1, 2007, at the request of the Union the Board shall grant release time for a Teacher to act as a Local Benefits Officer.

The Union shall inform the Board, by June 1, of each year, of the following:

- i) the name of the Teacher appointed and;
- ii) the amount of release time required, which shall not be less than 0.5.

The Teacher shall not suffer any loss of salary or sick leave credits.

20.12 Early Intervention Notification

The Board shall provide, on a bi-weekly basis reports which provide a list of SCETF members who:

- (a) have less than fifteen (15) total sick leave credits
- (b) have more than twenty (20) consecutive absences. Such reports shall be provided in a manner which can be transferred electronically to the Union.

ARTICLE XXI -- SENIORITY

21.01 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:
 - (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.

21.02 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 21.01 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 XXII -- POSSIBLE CHANGES TO ARTICLE XXI

22.01 Mutual Agreement

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

ARTICLE XXIII -- DEFERRED SALARY LEAVE PLAN

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 Human Resource Services Department.

The Deferred Salary Leave Plan (referred to as "the Plan") was developed to afford contract Teachers the opportunity of taking a leave of absence which is financed through the deferral of their salary.

The parties agree to maintain the Plan to reflect regulations of the Canada Revenue Agency (CRA), as amended from time to time. The Board agrees to provide a link to the Plan details on the staff web-site to include the application form, salary deferral information and a link to CRA.

23.01 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) A contract Teacher wishing to participate in the Plan may submit an application to the Superintendent of Human Resource Services, for their approval, no later than March 15th preceding the September in which they wish to enter the Plan or no later than October 15th preceding the January in which they wish to enter the Plan. Application forms will be available on the staff web-site.
- (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) 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.
- (9) A list of the leaves granted will be provided to each member of the Administrative Committee identified in 8 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 Human Resource 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 Surplus Teacher, 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 Board.
- (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 XXIV -- 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 Human Resource Services Department.

24.01 Leave of Absence Without Pay

- (a) A Teacher may be granted a Leave of Absence Without Pay for a period not to exceed two (2) years, except to the extent the return to work date is within six (6) weeks of a school break (i.e. Winter or March break) or the end of the school year, in which case the leave may be extended to the school break or June 30, whichever is sooner, at the discretion of the Superintendent of Human Resource Services and with the agreement of the Union. 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 shall make an initial application for a Leave of Absence Without Pay or notify of their intention to return or request a renewal, in writing, to the Superintendent of Human Resource Services, with a copy to the Principal:
 - (i) by March 15th for the following September, or
 - (ii) by October 15th for the following January.

Requests to begin a leave, return from a leave or renew a leave at any other time may be considered.

- (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 re-instated.
- (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 XXV -- 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 Human Resource Services Department.

25.01 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 the costs of the Occasional Teachers (long-term or daily casual as appropriate in the circumstances described below). These absences shall be limited to:

- (a) The President and three FTE Teachers, including the Benefits Officer provided for in Article 20.11, to carry out the business of the Union.
- (b) Teaching positions vacated by the three FTE positions of the SCETF, will be filled by Long Term Occasional Teacher(s), and the Union will reimburse the Board for all of the costs of the Long Term Occasional Teacher(s).
- (c) The Board shall grant release time to members of the Union to fulfil Union duties on a .5 or 1.0 FTE basis, subject to Article 25.01 (b). 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) Individual Teachers may be released from their normal duties, upon receipt of reasonable notice to the Superintendent of Human Resource Services, or designate, in order to perform other duties which are of mutual interest to the Board and the Union, as determined by the Board. For these individual days, the Union will reimburse the Board for the cost of Teacher's replacement at the daily rate of an Occasional Teacher. In the event that a Teacher is released for an absence of ten (10) or more consecutive days, the Union will reimburse the Board the full grid rate cost of a replacement long-term Occasional Teacher.
- (e) Leave of absence, which does not exceed 24 consecutive months, shall be granted to the Teacher who holds an office requiring full-time duty at the provincial level.

25.02 Seniority and Experience

Teachers released in accordance with Article 25.01 will continue to accumulate seniority and teaching experience.

25.03 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.

25.04 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.

25.05 Salary and Benefits of President

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

25.06 Union Negotiating Team Expenses

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 XXVI -- LOAN OF SERVICE OR SECONDMENT

26.01 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.
- (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.

ARTICLE XXVII --- PREGNANCY AND PARENTAL LEAVE OF ABSENCE

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 Human Resource Services Department.

27.01 Effective Date

- (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 H.R.S.D.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 27.14). 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 27.01 (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. A Teacher may only access the number of sick day credits available to her under the Boards sick leave plan.
- (e) The benefits provided in Articles 27.01 (b), (c) (d) are intended to be income replacement and may only be claimed for days when the Teacher would otherwise have worked.

27.02 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.

27.03 Paternity Leave

- (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.

27.04 Child Care Leave

- (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 27.01, 27.02, 27.03.
- (c) A Teacher may be granted a return from their Child Care Leave by providing two (2) weeks written notice to the Superintendent of Human Resource Services. Such requests may be considered if vacancies exist, as a result of resignations or retirements, in accordance with the Teacher's qualifications.

27.05 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.

27.06 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.

27.07 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.

27.08 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.

27.09 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.

27.10 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. A Teacher may apply in writing to the Superintendent of Human Resource Services to extend the leave for up to two months in order that the leave ends at a scheduled school break (Winter or March break) or at the end of the school year.

27.11 Seniority and Teaching Experience

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.

27.12 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.

Pregnancy Related Re-Assignment

27.13 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.

27.14 **SUPPLEMENTAL EMPLOYMENT 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.
- (f) 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 XXVIII -- RETURN FROM LEAVES

28.01 Return From Leaves

Notwithstanding Articles 23.01, 24.01 and 27.04, 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 XXIX – WORKING CONDITIONS

29.01 Preparation Time

- (a) Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary Teacher preparation time above the 2008-09 level, to enable full-time school based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- (b) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for Teachers. The Board may not use the aggregated additional minutes of preparation to hire Occasional Teachers to provide Teacher coverage, as opposed to regular specialist Teachers.
- (c) Missed preparation time shall only be rescheduled where a Teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a Teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- (d) Notwithstanding Article 29.01 (c), preparation time may be re-scheduled in the case of an emergency or when a Teacher is required to fill in for another Teacher whose was not foreseen by the Principal in such cases, Teacher shall be entitled to have such time made up as soon as possible.

- (e) The Parties agree that preparation time for a full-time Teacher currently eligible to preparation time shall be increased as follows:
 - September 1, 2008 200 minutes per cycle of five instructional days.
 - September 1, 2009 210 minutes per cycle of five instructional days.
 - September 1, 2010 220 minutes per cycle of five instructional days.
 - September 1, 2011 230 minutes per cycle of five instructional days.
 - August 31, 2012 240 minutes per cycle of five instructional days.
- (f) Notwithstanding 29.01 (e and g), where a classroom Teacher does not have full-time instructional duties, such time shall be prorated accordingly.
- (g) A classroom Teacher is any Teacher who teaches students and includes a part-time Teacher.
- (h) Preparation Time shall be scheduled in blocks of not less than 20 consecutive minutes.
- (i) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (j) Preparation time shall be used as determined by the Teacher. Preparation time shall be spent in the school unless the Teacher has the consent of the principal to leave the school.
- (k) Preparation time coverage will be provided only for classroom Teachers, including County Special Education classes, but excluding section 20.
- (l) The parties agree that existing practices or provisions as at March 1, 2005 respecting preparation time that provide a greater benefit in a school to the provisions set out above, will be maintained.
- (m) The Board shall not combine classes for the sole purpose of providing preparation time.

29.02 Lunch Break

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

29.03 Teacher Absence

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

29.04 Workload

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

29.05 Regular Staff Meetings

Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all Teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.

29.06 Extra Curricular Activities

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

29.07 Supervision Minutes

- (a) Supervision minutes shall be defined as the minutes Teachers are assigned to supervise students outside of the Instructional day as defined in Article 7.01. Unless specifically assigned Teachers shall not be required to perform supervisory duties outside of the Instructional Day as defined in Article 7.01.

For clarification, assigned duties before the scheduled start time for instruction shall be counted as part of the supervision duties assigned.

- (b) Effective on the date of ratification, the maxima of supervision minutes for elementary Teachers will be of 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- (c) The parties agree that existing practices or provisions as at March 1, 2005 respecting supervision time that provide a greater benefit in a school to the provisions set out above, will be maintained except to the extent the school needs change due to factors beyond the control of the school.
- (d) A Teacher on part-time assignment shall be assigned Supervision time pro-rated to his or her FTE assignment.
- (e) Supervision shall be assigned by the principal on as equitable a basis as possible, taking into account the Teacher's preferences.

29.08 Five Days Preceding the School Year

It is not the intention of the Board to require Teachers to work during the five days preceding the start of the school year.

If the Board requires a Teacher or a 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 lieu time during the following school year at times mutually agreed to between the Teacher and the Board.

29.09 Peer Coaching and Mentoring

Except as otherwise required in the Education Act or in regulation, no Teacher shall be required to act as a peer coach or mentor to another Teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any Teacher.

ARTICLE XXX -- COMMITTEES

30.01 Trustee-Teacher Relations Committee

A Trustee-Teacher Relations Committee shall be established in the first month of the contract year. It shall meet up to three (3) times per year, at the written request of either party.

(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:

- one or more Trustees 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.

30.02 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 to staffing, workload, class size and preparation time. The Committee

may make recommendations concerning these matters to the Board and/or the Union.

(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.
- (iii) Notwithstanding (i), meetings of the Working Conditions Committee may be called through the Superintendent of Human Resource Services at the request of either party to the Collective Agreement.

30.03 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 be consulted regarding Article 10.02 A (b);
 - (ii) to review the distribution of assigned duties;
 - (iii) to provide input into the organization of the school timetable;
 - (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 XXXI -- PROFESSIONAL DEVELOPMENT FUNDS

31.01 Allocation of Funds

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

Teacher's	\$90.80/F.T.E. Teacher
County P.D.	\$ 1.36/F.T.E. Union Member

31.02 School Committee

The Teachers' Professional Development Funds identified in 31.01 will be administered in each school by a committee composed of at least three (3) Teachers.

31.03 County P.D.

The County P.D. Funds identified in 31.01 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.

31.04 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.

ARTICLE XXXII -- INTERNAL EXCHANGE PROGRAM

32.01 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 XXXIII -- MEDICAL PROCEDURES

- 33.01 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 XXXIV - 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.

- 34.01 Teacher's participation in the modified school year programs shall be voluntary. A Teacher in a modified school year program who does not wish to participate in the 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, provided that the request is received prior to March 1st.

- 34.02 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.

- 34.03 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.

- 34.04 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.

ARTICLE XXXV - CORRESPONDENCE

- 35.01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Superintendent of Human Resource Services or designate and to and from the President of the Union or designate.

- 35.02 The cost of printing the Collective Agreement shall be shared equally by the parties of this Collective Agreement. The Board will invoice the Union and the Union shall pay for one-half the cost of printing the Collective Agreement.

ARTICLE XXXVI - TIME FOR TRAVELLING

- 36.01 A Teacher who is assigned duties at two (2) or more locations on the same day shall be paid kilometrage at the Boards current rate and shall be provided with adequate time to travel between the locations.
- 36.02 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 XXXVII – HOURS OF WORK FOR RECORD OF EMPLOYMENT

- 37.01 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 XXXVIII – CRIMINAL BACKGROUND CHECKS


- 38.01 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.
- 38.02 A Teacher may request the presence of Union representation during an interview to discuss the contents of an offence declaration or criminal background check.
- 38.03 The Board shall consult with the Union prior to making a change in the procedures governing offence declarations.


ARTICLE XXXVIX- SIGNATURES


39.01 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

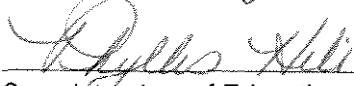

Chairperson, Diane Firman



Director, K. Gordon Campbell



Superintendent of Human Resource Services and Organizational Development,
Ruth Bragança


Manager of Human Resource Services
Mary Catherine Masciangelo


Superintendent of Education, Kathy Bailey

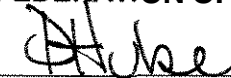

Superintendent of Education, Phyllis Hili


Principal, Susan Enns


Principal, Douglas Paul

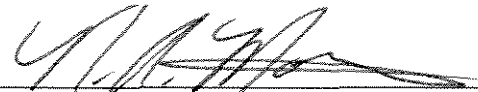

Human Resource Services Officer, Brett Pinnell


ELEMENTARY TEACHERS' FEDERATION OF ONTARIO



Provincial Representative, Derek Hulse


Chief Negotiator, Mark Butt


President, Janet Bigham


1st Vice-president, Nick Moxam


Executive Officer Benefits, Nathan Klaassen


Teacher Representative, Jennifer Elliott

Dated at Midhurst this 9th day of September, 2009

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: Grade 4-8 Class Size Reduction

The 2008-2009 Grade 4-8 class size is 25.1

The Board will reduce its Grade 4-8 average class size as follows:

2009-10: by .1 over the 2008-09 Grade 4-8 average class size;

2010-11: by .2 over the 2008-09 Grade 4-8 average class size;

2011-12: by .3 over the 2008-09 Grade 4-8 average class size;

August 31, 2012 : by 0.5 over the 2008-09 Grade 4-8 average class size.

Dated this 9th day of September, 2009.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Suzanne Guimaraes
Kathy Campbell
Greg Bragagnolo
M. Musi
Kathy Barclay
Phyllis Hill
S. Enns
Paul
Donald

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

Atchke
Paul Best
N.G. Moran
Nathan Klass
Jaret Sigham

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: Principals and Vice Principals

During the 2011-12 school year, if the Board:

- a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 estimates than the number of Principal and Vice Principal FTEs funded; and
- b) projects under spending on its classroom Teachers line in its 2011-12 Estimates;

it shall recall elementary regular Teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:
 - c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principal FTEs funded; or
 - d) the dollar value of the projected under spending on the Board's classroom Teachers line in their 2011-12 Estimates.
- e) For the purposes of subsections a) and c) the number of Principal and Vice Principal FTEs funded will be defined as:
 - i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
 - ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

Dated this 9th day of September, 2009

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Diane Timman
Karen Campbell
Russ Buzones
McMusie
Kathy Burley
Dyllis Hill
S. Enns
*Paul
Donell*

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

Mike
Paul Butt
A.D. Hoxar
Nathan Hoxar
Janet Byham

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: P.A. DAY IN LIEU

When a P.A. Day is designated as a day for interviews with parents, and a Teacher has conducted interviews in the evenings, the Teacher shall be granted one-half lieu day to be taken on the **P.A.** Day.

It is understood and agreed that the ½ day of lieu time is at no additional cost to the Board

Dated this 9th day of September, 2009.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Dianna Puzian
Barbara Campbell
Paula Bergman
M. Musisi
Kathy Bailey
Phyllis Hill
J. Enns
Ol Paul
D. Small

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

Mike
Mark B. [unclear]
T. A. [unclear]
Nathan Klam
Janet Bigham

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: Professional Development

The parties agree that a joint committee of a Superintendent, and up to two additional Board representatives and up to three ETFO Representatives will meet to discuss and consult on a model for professional learning opportunities that are funded through the Professional Learning Enhancement as articulated in the PDT Agreement.

The parties agree that the enhanced funding provided pursuant to the PDTA for alternative professional development shall be used to provide release time for Teachers for professional development using Occasional Teachers.

The parties further agree that the release time for Teachers will be used for both Board and school based professional development.

Dated this 9th day of September, 2009.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Suzanne Guzman
K. Ann Campbell
Russel Brynjars
M. Musci
Kathy Barley
Phyllis Hill
S. Enns
*Paul
Bunell*

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

Atube
SPR B...
A. A. Moxon
Nathan Glass
Janet Sighan

LETTER OF UNDERSTANDING

Between

Simcoe County District School Board

And the Union Members of

Elementary Teachers' Federation of Ontario

Regarding: Release Time for Assessment, Evaluation and Report Cards

In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards. The day will be designated in the calendar prior to the first reporting period and shall occur at least one (1) week and not more than three (3) weeks prior to the due date for report cards to be submitted to administration.

Effective in 2010-11, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period, and each day shall occur at least one (1) week and not more than (3) weeks prior to the due date for report cards to be submitted to administration respectively.

Dated this 9th day of September, 2009.

**SIMCOE COUNTY DISTRICT
SCHOOL BOARD**

Suzanne Thurman
K. Linda Campbell
Roger Ferguson
M. Musci
Kathy Bailey
Dykes Hill
S. Enns
Al Paul
B. Small

**ELEMENTARY TEACHERS'
FEDERATION OF ONTARIO**

D. Hube
Mark B. Hill
M. G. Weston
Nathan Klauz
Janet Sychani

APPENDIX A

SIMCOE COUNTY DISTRICT SCHOOL BOARD

Area 1	Area 3	Area 5
Bayview P.S. Codrington P.S. Forest Hill E.S. Guthrie P.S. Hillsdale P.S. Huron Park P.S. Huronia Centennial P.S. James Keating P.S. Johnson Street P.S. Mundy's Bay P.S. Pori McNicoll P.S. Shanty Bay P.S. Steele Street P.S. Terry Fox E.S. Victoria Harbour P.S. W.R. Best P.S. Waubaushene P.S. Wyevale P.S.	Algonquin Ridge E.S. Allandale Heights P.S. Assikinack P.S. Cundles Heights P.S. Emma King E.S. Hewitt's Creek P.S. Maple Grove P.S. Mapleview Heights P.S. Minesing P.S. Oakley Park P.S. Warnica P.S. West Bayfield E.S. Willow Landing E.S.	Admiral Collingwood E.S. Angus Morrison P.S. Birchview Dunes E.S. Byng P.S. Cameron Street P.S. Clearview Meadows E.S. Sonnaught P.S. Duntroon C.P.S. Frederick Campbell E.S. Mountain View E.S. New Lowell P.S. Nottawasaga & Creemore P.S. Vottawa E.S. Pine River E.S. Worsley E.S.
Area 2	Area 4	Area 6
Ardtrea/Cumberland P.S. Brechin P.S. Coldwater P.S. Couchiching Heights P.S. East Oro P.S. Harriett Todd P.S. Lions Oval P.S. Marchmont P.S. Moonstone P.S. Orchard Park P.S. Rama P.S. Regent Park P.S. Uptergrove P.S. Warminster P.S.	Aicona Glen E.S. Andrew Hunter E.S. Bradford P.S. (JK-3) Cookstown P.S. Fieldcrest E.S. Fred C. Cook P.S. (4-8) Goodfellow P.S. Hillcrest – Barrie P.S. Hon. Earl Rowe P.S. Innisfil Central P.S. Killarney Beach P.S. Portage View P.S. Prince of Wales P.S. Sir William Osler P.S. Sunnybrae P.S. W.H. Day P.S.	Adjala P.S. Alliston Union P.S. Baxter P.S. Ernest Cumberland E.S. Ferndale Woods E.S. Holly Meadows E.S. Tec. Beeton P.S. Tec. North P.S. Tec. South P.S. Gosorontio P.S. Tottenham P.S. Trillium Woods E.S. N.C. Little E.S.