



**A COLLECTIVE AGREEMENT**

between

**THE HALTON DISTRICT SCHOOL BOARD**

and

**THE ELEMENTARY TEACHERS' FEDERATION  
OF ONTARIO - Halton**

**Effective September 1, 2004**  
*(unless otherwise indicated herein)*

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## **ARTICLE 01 - PURPOSE**

### **01.00.00**

The purpose **of** this Agreement is to set forth agreement reached between the parties with respect to negotiated salaries, benefits, allowances, certain conditions of employment, and a redress procedure to resolve disputes related to this Agreement.

### **01.01.00**

The parties hereto recognize that the provisions of this Agreement are subject to, and accordingly modified by, applicable legislation.

## **ARTICLE 02 - SCOPE AND RECOGNITION**

### **02.00.00**

During the effective period of this Agreement, its terms, except for error, or omission, shall be applicable to all statutory Members **of** the Union who are teachers, excluding occasional teachers, employed by the Halton District School Board.

### **02.01.00**

The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

### **02.02.00**

The Board recognizes the Collective Bargaining Committee **of** the Union **as** the body competent to represent the Union and to negotiate on its behalf.

### **02.03.00**

The Union recognizes the Bargaining Committee of the Board **as** the body competent to represent the Board and to negotiate on its behalf.

### **02.04.00**

Each party will inform the other party, in writing, of the names of the Members of their Negotiating Committee, who are elected and/or appointed ~~from~~ time to time.

### **02.05.00**

The Board recognizes the right of the Bargaining Unit to authorize the Union or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.

### **02.06.00**

The Union recognizes the right **of** the Board to authorize the Ontario Public School Boards' Association, or Member Association, or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.

## **ARTICLE 02 - SCOPE AND RECOGNITION (cont'd)**

### **02.07.00**

The parties agree that Letters of Agreement and Appendices attached to this Collective Agreement form an integral part of the Agreement.

## **ARTICLE 03 - DURATION**

### **03.00.00**

This Agreement shall supersede all previous Agreements. It shall form the basis for computing all salaries and other conditions defined herein.

### **03.01.00**

This Agreement becomes effective on September 1, 2004 and shall remain in effect until August 31, 2008. It shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, Within ninety (90) days prior to the expiration date that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

### **03.01.01**

Notwithstanding the period of notice cited in 03.01.00, either party may notify the other, in writing, within the period commencing March 1 **prior** to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the Ontario Labour Relations Act.

### **03.02.00**

Changes to this Agreement, during its lifetime, may be made, by mutual agreement in writing, by the parties concerned.

### **03.02.01**

Where a mutual change(s) occurs, the change(s) shall be binding on both parties, effective the date of the change(s).

## **ARTICLE 04 - IMPLEMENTATION**

### **04.00.00**

The salary, benefits and allowances paid to a Member by the Board, shall be, except for error, or omission, in accordance with the terms and conditions of this Collective Agreement and any other payments or arrangements shall be deemed to be contrary to this Agreement.

### **04.01.00**

Each Member employed by the Board after the effective date of this Agreement shall be paid the same salary and/or allowance being paid an incumbent Member having the same or equal qualification, experience and responsibility.

## ARTICLE 04 – IMPLEMENTATION (cont'd)

### 04.02.00

Should a position of responsibility in which a Member actually works and for which an allowance actually is paid, be declared redundant, the amount of phase-out allowance paid to the Member shall be one-half (1/2) of the former allowance during the first year that a Member did not retain the position.

### 04.02.01

No further allowance shall be paid to the Member for any future years of the redundant position.

### 04.02.02

The provisions contained in 04.02.00 and 04.02.01 shall not apply to any Member:

- i. who has been demoted from a position of responsibility
- ii. who has requested on the Member's own behalf a transfer from such position
- iii. who is completing a Term Appointment to a Position of Responsibility.

### 04.03.00

The Union recognizes the **right** of the Board to create new positions and/or titles not included in this Agreement under the following conditions:

### 04.03.01

The Board, upon creation of any new Bargaining Unit position or title not included in this Agreement and before the hiring of any Member to fill such position or assume such new title, shall notify, in writing, the Chief Negotiator of the Bargaining Unit within ten (10) instructional days of the meeting of the Board which approved such position;

### 04.03.02

The Board and Union shall negotiate the salary and allowances therefore of any new position or title as referred to in 04.03.00. Such salary and allowances shall be retroactive to the date of appointment of the Member;

### 04.03.03

When the salary and allowances have been agreed to as in 04.03.02, this Agreement shall be amended according to 03.02.00;

### 04.03.04

In reference to 04.03.02, in the event that the parties cannot agree to the amount of salary and responsibility allowance, the matter shall be referred to a Board of Arbitration or, if the parties agree, to a single Arbitrator.

### 04.03.05

The decision of the Board of Arbitration or, if selected, the single Arbitrator, is binding upon the parties and immediately becomes **part** of this Agreement.

## **ARTICLE 05 - MANAGEMENT RIGHTS AND RESPONSIBILITIES**

### **05.00.00**

Save and except to the extent specifically modified or curtailed by any provisions of this Agreement, the right to manage and conduct the business of the Board is vested exclusively with the Board and its administration.

### **05.01.00**

Without limiting the generality of the foregoing, the Board's rights shall include:

#### **05.01.01**

the right to hire, assign, evaluate, promote, demote and transfer employees including the exercise of judgment as to requirements and qualifications;

#### **05.01.02**

the right to select employees for positions excluded from the bargaining unit;

#### **05.01.03**

the right to dismiss Members subject to the Members' rights under the Employment Standards Act; to terminate laid-off Members; to discipline for reason of contravention of the Education Act or the Regulations;

#### **05.01.04**

the right to determine the services and courses to be provided and to alter, eliminate, establish or change services, courses and objectives;

#### **05.01.05**

the right to plan and control the teaching and other programs and activities of the Board; the right to determine: programs to be offered by the schools; job content and functions to be performed; the number of Members to be employed, the number of students to be allocated to a program; class size; subjects to be taught; the designation or establishment of departments or areas of study; the selection of individuals to positions of responsibility; the hours of school; the school year and the holidays to be observed, and such other aspects of the Board's jurisdiction as are outlined in the legislation and regulations pertaining to education in the Province of Ontario;

#### **05.01.06**

the right to make, change, and enforce reasonable rules and regulations governing the expectations of Members within the Education Act and the Regulations.

### **05.02.00 – Just Cause**

No Member shall be disciplined, demoted, transferred, suspended or have salary withheld without just cause.

## **ARTICLE 05 - MANAGEMENT RIGHTS AND RESPONSIBILITIES(cont'd)**

### 05.03.00 -Harassment

The Board and the Union agree that allegations of harassment will be investigated according to the Board's administrative procedure,

#### 05.03.01

A complainant should not be subject to any reprisals or repercussions as a result of filing a harassment complaint.

### 05.04.00 – No Discrimination

The parties agree that:

- a) no employee shall in any manner be discriminated against or coerced, restrained, or influenced on account of membership or non-membership in any labour organization;
- b) there shall be no discrimination or harassment practiced, by either party, by reason of an employee's membership or activity in the union;
- c) there shall be no discrimination practised by either party, by reason of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or disability.

### 05.05.00 – Appraisal

The Board shall have a policy on, and procedures for, appraisals. **Any** such policy or procedure shall be shared with the Union. Members shall be evaluated in accordance with these policy/procedures in accordance with the Education Act and relevant legislation. Only Supervisory Officials and Elementary Principals and Vice-Principals shall do formal appraisals. Such policy/procedures shall include the following:

- i. a pre-observation meeting will be arranged between the Member and the evaluator prior to any formal appraisal;
- ii. the dates and times of the classroom observation will be determined at the pre-observation meeting;
- iii. all Summative Reports shall be in writing signed by the evaluator(s) with a copy to the Member;
- iv. the Member may request that s/he be observed in other situations within the Member's assignment;
- v. a post-observation meeting will be held to review and discuss the appraisal, prior *to* the Summative Report;
- vi. the Summative Report shall be given *to* the Member within twenty (20) school days of the date of the last classroom observation;
- vii. when a Member receives or is given notice of an unsatisfactory rating in accordance with the Board procedure, the Board will recommend to the member that s/he contact the local Union President or designate or, with a Member's permission, contact the President or designate directly within five (5) days of receiving the rating or notice of rating;



## **ARTICLE 05 - MANAGEMENT RIGHTS AND RESPONSIBILITIES (cont'd)**

### **05.05.00 - Appraisal (cont'd)**

- viii. the Member shall be given an opportunity to review, sign for evidence of receipt, and attach written comments regarding the Summative Report;
- ix. at the request of the Member, the local Union President or designate may attend the improvement planning meeting;
- x. within twenty (20) instructional days (after the teacher begins teaching) in a year that is scheduled as an appraisal year for that teacher, the Principal will notify him/her that the year is an appraisal year.

### **05.06.00 - Criminal Record Checks/Offence Declaration**

The Board shall ensure that all records and information (including offence declaration and CPIC records) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Teacher personnel files shall not include copies of criminal record checks or offence declarations.

#### **05.06.01**

Access to such records and information shall be strictly limited to the Executive Officer of Human Resources and those persons named by the Director of Education. The Executive Officer of Human Resources shall advise the Bargaining Unit President of the names of those so designated. Such personnel shall not be members of the Bargaining Unit.

#### **05.06.02**

The Board shall not release any information about a teacher obtained pursuant to Regulation 521/2001 of the Education Act, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

## **ARTICLE 06 - DEFINITIONS**

### **06.00.00**

Except where otherwise stated, the terms employed herein shall have the same meaning as defined by or used in the Education Act and its Regulations and any amendments thereto and in the Labour Relations Act.

#### **06.01.00 - Acting Administrative Teacher**

Is a Member of the Union substituting for an absent Principal or Vice-Principal for a period of not less than one (1) day, but not more than twenty (20) consecutive instructional days or forty (40) instructional days in a school year, in accordance with Article 31.

#### **06.02.00 - Acting Position**

Acting Position means a Member holding a position of responsibility with full authority and allowance which an incumbent has vacated for a specific period of time.

## ARTICLE 06 – DEFINITIONS (cont'd)

### 06.03.00 – Acting Principal and Vice-Principal

Is a Member of the Bargaining Unit substituting for an absent Principal or Vice-principal for a period of more than twenty (20) consecutive instructional days, but less than one school year, in accordance with Article 31.

### 06.04.00 – Bargaining Unit

Means the organization composed of all the statutory Members of the Elementary Teachers' Federation of Ontario who are employed by the Halton District School Board as probationary or permanent status teachers.

### 06.05.00 - Board

Means the Halton District School Board.

### 06.06.00 - Continuous Service

Prior to September 1, 1998, continuous service means employment under a permanent or probationary teacher's contract with the Board and its predecessor Boards. Leaves of absence approved by the Board are understood not to disrupt continuous service. Resignations or retirements are disruptions to continuous service. Continuous service may differ from actual teaching experience (e.g. to qualify for payment of the increment, or seniority) with the Board.

After September 1, 1998, continuous employment means continuous employment as a teacher with the Halton District School Board and its predecessor Boards. Leaves of absence approved by the Board are understood not to disrupt continuous service. Resignations or retirements are disruptions to continuous service. Continuous service may differ from actual teaching experience (e.g. to qualify for payment of the increment, or seniority) with the Board.

### 06.07.00 - Daily Rate

The Member's daily rate shall be computed by dividing the Member's total annual salary by the number of school days in the school year.

### 06.08.00 - Instructional Consultant

Means any Member holding a certificate accepted by the Ontario College of Teachers as qualification for the position and who is charged with professional leadership and certain instruction in a specified area of school program in all schools or a group of schools or grades under the jurisdiction of the Board.

### 06.09.00 - Instructional Coordinator

Means a Member holding a certificate accepted by the Ontario College of Teachers as qualification for the position and who is charged with the coordination, supervision, and delivery of program and services in an area or subject of instruction within ~~or~~ across the curriculum.

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## **ARTICLE 06 –DEFINITIONS** (cont'd)

### **06.09.01 - Head of Program**

Means a Member holding the position of Instructional Coordinator who provides system-wide leadership for Board and Ministry program initiatives.

### **06.10.00 -Member**

Means a statutory Member of the Bargaining Unit employed by the Board.

### **06.11.00 - Part-Time Teacher**

Means a Member employed by the Halton District School Board on a regular basis for other than full-time duty.

### **06.12.00 - Position of Responsibility**

Means Instructional Coordinator, Instructional Consultant, and Head of Program.

### **06.13.00 -Probation**

Means the length of employment while on probation during which the appointment is temporary, terminating within the stated time as identified under Clause 07.01.01.

### **06.14.00 - Salary Year**

The salary year shall be from September 1 through August 31 of the succeeding calendar year.

### **06.15.00 - School Year**

The length of the School Year shall be equal to the minimum number of days required under the Education Act, Ontario Regulation 304. The Board will notify and consult with the Bargaining Unit regarding any change to the school year and the implementation of such change as defined in Ontario Regulation 304.

### **06.16.00 - Secondee**

Means a Member who has been granted a leave to undertake an assignment for an employer other than the Halton District School Board, and whose salary and benefits are reimbursed to the Board.

### **06.17.00 - Seniority**

Seniority for a Member is determined by Clauses 21.00.00 through 21.14.00 for all purposes in this agreement.

### **06.18.00 - Spouse**

In all occurrences in this agreement the term spouse includes a common-law and/or same sex partner.

### **06.19.00 - Surplus**

Means in excess of the requirements of the school.

## **ARTICLE 06 - DEFINITIONS (cont'd)**

### **06.20.00 - Teacher**

Means a person who is a member of the Ontario College of Teachers, who is employed by the Board as a Teacher, Instructional Coordinator, Instructional Consultant or Head of Program, who is a statutory member of the Union, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for Members of the Union.

### **06.21.00 - Workplace Steward**

The Workplace Steward is understood to be the designate ETFO - Halton Teachers' Local Stewards' Council Representative (as defined in the Bargaining Unit's constitution) in each school or location. The Union shall provide the Board with a listing of all Workplace Stewards by September 30 of each school year.

## **ARTICLE 07 - APPOINTMENTS**

### **07.00.00 - Appointments and Assignments**

Members shall be appointed to the staff of the schools under the jurisdiction of the Halton District School Board and assigned to schools and duties by the Director of Education. All appointments and promotions shall be subject to approval by the Board. In the event of a transfer, proper notification, in writing, shall be given to the Member.

#### **07.00.01**

The Board will determine, by April 30, new appointments for Positions of Responsibility and for Acting Positions which become effective for the following September.

#### **07.00.02**

The Board will endeavor to determine, by May 15, school assignments for Principals and Vice-Principals to become effective for the following September.

### **07.01.00 - Period of Probation**

A newly hired Member shall serve a probationary period of not more than one school year. Absence of twenty (20) consecutive working days or greater may result in the equivalent time being added to the probationary period. In addition, the Board may extend a probationary period with mutual agreement of the Union.

#### **07.01.01**

Appointments to the permanent staff will normally become effective September 1 following satisfactory completion of the period of probation. In the case of Members hired after September 1 and up to June 30, the appointment to the permanent staff shall be effective the first calendar day immediately following satisfactory completion of the period of probation.

## ARTICLE 07 - APPOINTMENTS (cont'd)

### 07.01.02

An "Acceptance of Position" form will be signed in accordance with the Terms and Conditions of the Collective Agreement by each Member employed by the Board before the Member enters upon duties. If, as a result of extenuating circumstances, the Member signs the Acceptance of Position Form after commencing duties with the Board, the date of acceptance will be deemed to be the first day that the Member commenced the teaching duties covered by the "Acceptance of Position" form.

### 07.01.03

**Any** period of service on probation shall not prevent, cancel, or retard increases in salary as provided for in the salary schedule.

### 07.02.00 - Retirement

The age for compulsory retirement of a Member from the service of the Board shall be sixty-five (65) years of age.

### 07.02.01

Retirement shall take place on August 31 in the school year in which the Member reaches the age of compulsory retirement. On written application of the Member concerned, submitted by February 15, an extension of up to one (1) year may be granted, provided a medical certificate of fitness is presented by the Member.

### 07.02.02

An extension beyond the stated age of retirement shall be at the discretion of the Board on the recommendation of the Director of Education. An extension shall in no sense be considered to be automatic.

### 07.02.03

The considerations on which **an** extension may be granted are:

- a) that such **an** extension is in the interests of the system **as** a whole or the school in particular,
- b) that the Member be rated as an efficient teacher,
- c) that the Member be in sound mental and physical health.

### 07.03.00 - Voluntary Transfer

Members wishing to be considered for a voluntary transfer should inform the Manager of Human Resources – Elementary through the Principal and Superintendent of Education by February 15 of any given year to take effect the following September.

### 07.03.01

The Member wishing to be considered for a voluntary transfer must complete and sign the Elementary Teacher Voluntary Transfer form.

## **ARTICLE 07 – APPOINTMENTS (cont'd)**

### 07.03.02

Applications for voluntary transfers will be considered by the Manager of Human Resources - Elementary during the staffing process.

### 07.03.03

Notwithstanding 07.03.02, no transfer will be made if that transfer would result in a Member who otherwise would have a position becoming surplus.

### 07.04.00 - Administrative Transfer

Any transfer, initiated by the Board, of a Member from one elementary school to another elementary school with the exception of a voluntary transfer or a transfer made under the provisions of Articles 19, 22 and 23, shall be considered an Administrative Transfer.

### 07.04.01

Every effort will be made to complete the Administrative Transfer process by June 15 of each year. An Administrative Transfer after June 15 will require the written consent of the Member.

### 07.04.02

Wherever possible, Administrative Transfers shall be made by mutual agreement between the Member and the Board, but the Board shall have the right, after consultation with the Member involved, to assign that Member to such a position as the Board feels necessary to meet the needs of the system. This clause shall not supersede any other clause in this Agreement.

### 07.04.03

Where a Member, permanently employed by the Board, is to be administratively transferred by the Board from a school in one municipality to a school in another municipality, the Board agrees to notify the Member in writing on or before May 1 immediately prior to the school year for which the transfer is effective, but nothing in this clause prevents the transfer of a Member at any time by mutual consent of the Board and the Member.

### 07.04.04

When an Administrative Transfer is to take place, the Board shall notify the Member in writing by June 15 or within two (2) weeks of the decision, whichever is earlier. Such notification shall indicate:

- 1) the name of the school to which the Member is transferred, and
- 2) wherever possible, the expected teaching duties the Member will be assigned,

### 07.04.05

An Administrative Transfer to the secondary panel shall not occur.

## **ARTICLE 07 – APPOINTMENTS (cont'd)**

### **07.04.06**

The terms for Administrative Transfers described in 07.04.00 through 07.04.02 apply to the process of staffing the schools for the forthcoming September and do not apply to the potential condition of surplus when staffing adjustments are made in September due to actual enrolments being less than projected enrolments.

## **ARTICLE 08 - CERTIFICATION AND CATEGORY PLACEMENT**

### **08.00.00**

All newly hired Members are required to submit their Q.E.C.O. Evaluation. All Members shall be paid according to their Q.E.C.O. Evaluation, based on either Q.E.C.O. IV or V, and in accordance with the provisions of this Collective Agreement. Members hired to the Board prior to September 1, 2000 may continue their placement under Q.E.C.O. III.

### **08.00.01**

Newly hired Members with proof of an acceptable university degree shall be placed in category A pending receipt of a Q.E.C.O. rating. When documentary proof of qualifications is provided, the Member shall be placed in the appropriate category on the salary schedule. The documentary proof of qualifications is to be filed with the Manager of Human Resources - Elementary.

### **08.00.02**

All qualified, newly hired Members shall be placed at 0 years experience where no documentation of proof is provided. When documentary proof of experience is provided, the Member shall be placed in the appropriate salary schedule position. The documentary proof of experience is to be filed with the Manager of Human Resources - Elementary.

### **08.00.03**

In the event that complete documentation for both experience and qualifications, as indicated in 08.00.00 and 08.00.01, are provided to the Manager of Human Resources – Elementary within one hundred and twenty (120) instructional days, a retroactive adjustment will be made. The maximum amount of retroactive adjustment payment shall be the school year in which the documentation is received. However, in situations where documentation is delayed through no fault of the Member, retroactive adjustment payment will be from the school year in which the documentation would normally have been received. It is understood that if the Member is having difficulty in obtaining the appropriate documentation, the Member will file with the Board within the school year a letter stating such difficulty.

### **08.01.00**

The Member shall assume responsibility for advising the Manager of Human Resources - Elementary of any change in status which would result in a change in such placement or a change in salary. The Member shall also assume responsibility for advising the Manager of Human Resources - Elementary of the successful completion of post-graduate degrees.

## ARTICLE 08 - CERTIFICATION AND CATEGORY PLACEMENT (cont'd)

### 08.02.00 - Category Upgrades

Changes in qualifications which result in a Member being placed in a higher category shall be effective on or retroactive to September 1 provided:

- a) the qualifications are obtained on or before September 1; and
- b) provided the Manager of Human Resources - Elementary receives written notification before December 31 of that year; and
- c) provided the Manager of Human Resources - Elementary receives written documentation of qualifications on or before May 31 of the subsequent year.

All conditions must be fulfilled by the Member for a higher category placement to become effective.

### 08.02.01 - Category Upgrades

Changes in qualifications which result in a Member being placed in a higher category shall be effective on or retroactive to January 1 provided

- a) the qualifications are obtained after September 1 of such school year, but on or before January 31; and
- b) provided the Manager of Human Resources - Elementary receives written notification before March 31; and
- c) provided the Manager of Human Resources - Elementary receives written documentation of qualifications on or before August 31.

All conditions must be fulfilled by the Member for a higher category placement to become effective.

### 08.03.00 - Teaching Experience to Qualify for the Annual Increment and Payment of the Increment

The anniversary date for increment shall be September 1 for all Members on staff.

#### 08.03.01

In order for a Member to qualify for payment of the annual increment, only teaching experience on a continuous basis during the regular school year, September to June, in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school, shall be considered. Up to one (1) year of teaching experience shall be granted to Members while on Long Term Disability benefit. Any teaching experience as a short-term occasional teacher shall not be considered. The Executive Officer of Human Resources shall have authority to determine acceptable teaching experience, including experience on a long-term occasional, in any case of dispute with respect to the determination of continuous experience.



## ARTICLE 09 - METHOD OF PAYMENT OF SALARY

### 09.00.00

The salaries of all Members shall be paid on or before each of the following dates:

September	- 25th calendar day
October	- 25th calendar day
November	- 25th calendar day
December	• last teaching day before Christmas Break
January	- 25th calendar day
February	• 25th calendar day
March	- 25 <sup>th</sup> calendar day or last teaching day before the Winter Break if the 25 <sup>th</sup> calendar day is within the Winter Break.
April	- 25th calendar day
May	- 25th calendar day
June	- 25th calendar day
July	- 25th calendar day
August	- 25th calendar day

### 09.00.01

The salary for any Member shall be calculated as follows:

the salary per day worked shall be equal to the Member's annual salary divided by the number of school days in the school year;

### 09.00.02

the salary paid in any given month will be represented by the number of working days in that month (as determined by the approved calendar) multiplied by the daily rate as calculated in 09.00.01. A monthly deferral of this calculated amount will be paid to each Member in two equal amounts in the months of July and August;

### 09.00.03

the amount deferred each month will be equal to the difference between the calculation defined in 09.00.02 and one/twelfth (1/12) of the calculation defined in 09.00.02. These amounts will be paid to the Members in two equal amounts in July and August.

### 09.01.00

For any Member starting on or after September 25<sup>th</sup>, such Member shall be paid on the regular pay schedule outlined in 09.00.00.

### 09.01.01

For any Member receiving an assignment increase/decrease and/or salary increase/decrease, such Member shall be paid on the regular pay schedule outlined in 09.00.00 based upon the monthly entitlements as calculated in 09.00.02.

## **ARTICLE 09 - METHOD OF PAYMENT OF SALARY (cont'd)**

### 09.02.00

For any Member working less than a full school year, such Member shall be paid on the regular pay schedule outlined in 09.00.00 based upon the monthly entitlements as calculated in 09.00.02. Any deferred salary amount will be paid to the Member on their final pay cheque.

### 09.03.00

Deductions for employee benefits and union dues shall be made on each pay.

### 09.04.00

For a Member leaving the employ of the Board on a date other than August 31, the difference between the salary received and the salary owed shall be included in the final pay the Member receives on or before the last teaching day of the month the Member teaches. In the event of a Member's death, the salary owing shall be paid to the estate.

### 09.04.01

Members going on approved leaves of absence shall receive any salary owed on or before the date their leave commences.

### 09.05.00

All Members shall be informed, through writing, stating reasons of any special changes which are system-wide in application and effect in the amount of their monthly pays. The Board agrees that it will communicate to the President of the Bargaining Unit the need to make Members aware of benefit premium changes in general and, in particular, the effects on benefits when changing from a full-time to a part-time schedule.

## **ARTICLE 10 - COMPENSATION**

### 10.00.00

Members shall be paid according to their position, experience and qualifications on the schedules or allowances outlined in this Article.

### 10.00.01

Effective January 1, 2003

Members with **part** years of teaching experience shall be paid a salary based on their category placement plus the portion of the next increment equal to the fractional part of this teaching experience.

#### Example:

A Member has 4.75 total years of teaching experience and is to be assigned to a .5 position during this year.

To determine base salary, add salary at Step 4 of the Member's category to .75 of the increment between Step 4 and Step 5.

Actual Salary = Base Salary x Assignment (.5)

**ARTICLE 10 – COMPENSATION(cont’d)**

**10.01.00**

Members shall be paid according to the following schedule for the period commencing September 1, 2004 to August 31, 2005:

Years Experience	Group				
	A	A1	A2	A3	A4
	\$	\$	\$	\$	\$
0	\$33,194	\$37,286	\$39,834	\$42,813	\$45,357
1	\$35,565	\$39,834	\$42,385	\$45,357	\$47,911
2	\$37,941	\$42,385	\$44,936	\$47,911	\$50,455
3	\$40,316	\$44,936	\$47,484	\$50,455	\$53,010
4	\$42,692	\$47,484	\$50,030	\$53,010	\$55,553
5	\$45,061	\$50,030	\$52,583	\$55,553	\$58,103
6	\$47,437	\$52,583	\$55,130	\$58,103	\$60,656
7	\$49,815	\$55,130	\$57,678	\$60,656	\$63,204
8	\$52,186	\$57,678	\$60,229	\$63,204	\$65,749
9	\$57,184	\$61,069	\$62,849	\$65,749	\$68,298
10	\$61,069*		\$66,448	\$68,297	\$70,957
11				\$72,080	\$73,508
12					\$77,520

\* Step IO is reached in accordance with provisions outlined in Pay Equity Agreement,

**10.01.01**

Members shall be paid according to the following schedule for the period commencing September 1, 2005 to August 31, 2006:

Years Experience	Group				
	A	A1	A2	A3	A4
	\$	\$	\$	\$	\$
0	\$33,858	\$38,032	\$40,631	\$43,669	\$46,264
1	\$36,276	\$40,631	\$43,233	\$46,264	\$48,869
2	\$38,700	\$43,233	\$45,835	\$48,869	\$51,464
3	\$41,122	\$45,835	\$48,434	\$51,464	\$54,070
4	\$43,546	\$48,434	\$51,031	\$54,070	\$56,664
5	\$45,962	\$51,031	\$53,635	\$56,664	\$59,265
6	\$48,386	\$53,635	\$56,233	\$59,265	\$61,869
7	\$50,811	\$56,233	\$58,832	\$61,869	\$64,468
8	\$53,230	\$58,832	\$61,434	\$64,468	\$67,064
9	\$58,328	\$62,290	\$64,106	\$67,064	\$69,664
10	\$62,290*		\$67,777	\$69,663	\$72,376
11				\$73,522	\$74,978
12					\$79,070

\* Step 10 is reached in accordance with provisions outlined in Pay Equity Agreement,

**ARTICLE 10 – COMPENSATION (cont'd)**

**10.01.02**

Members shall be paid according to the following schedule for the period commencing September 1, 2006 to January 31, 2007:

Years Experience	Group				
	A	A1	A2	A3	A4
	\$	\$	\$	\$	\$
0	\$34,535	\$38,793	\$41,444	\$44,542	\$47,189
1	\$37,002	\$41,444	\$44,098	\$47,189	\$49,846
2	\$39,474	\$44,098	\$46,752	\$49,846	\$52,493
3	\$41,944	\$46,752	\$49,403	\$52,493	\$55,151
4	\$44,417	\$49,403	\$52,052	\$55,151	\$57,797
5	\$46,881	\$52,052	\$54,708	\$57,797	\$60,450
6	\$49,354	\$54,708	\$57,358	\$60,450	\$63,106
7	\$51,827	\$57,358	\$60,009	\$63,106	\$65,757
8	\$54,295	\$60,009	\$62,663	\$65,757	\$68,405
9	\$59,495	\$63,536	\$65,388	\$68,405	\$71,057
10	\$63,536		\$69,133	\$71,056	\$73,824
11				\$74,992	\$80,651

\* Step 10 is reached in accordance with provisions outlined in Pay Equity Agreement.

**10.01.03**

Members shall be paid according to the following schedule for the period commencing February 1, 2007 to August 31, 2007:

Years Experience	Group				
	A	A1	A2	A3	A4
	\$	\$	\$	\$	\$
0	\$34,880	\$39,181	\$41,858	\$44,987	\$47,661
1	\$37,372	\$41,858	\$44,539	\$47,661	\$50,344
2	\$39,869	\$44,539	\$47,220	\$50,344	\$53,018
3	\$42,363	\$47,220	\$49,897	\$53,018	\$55,703
4	\$44,861	\$49,897	\$52,573	\$55,703	\$58,375
5	\$47,350	\$52,573	\$55,255	\$58,375	\$61,055
6	\$49,848	\$55,255	\$57,932	\$61,055	\$63,737
7	\$52,345	\$57,932	\$60,609	\$63,737	\$66,415
8	\$54,838	\$60,609	\$63,290	\$66,415	\$69,089
9	\$60,090	\$64,171	\$66,042	\$69,089	\$71,768
10	\$64,171*		\$69,824	\$71,767	\$74,562
11				\$75,742	\$81,458

\* Step 10 is reached in accordance with provisions outlined in Pay Equity Agreement.

**ARTICLE 10 – COMPENSATION (cont'd)**

10.01.04

Members shall be paid according to the following schedule for the period commencing September 1, 2007 to January 31, 2008:

Years Experience	Group				
	A	A1	A2	A3	A4
	\$	\$	\$	\$	\$
0	\$35,508	\$39,886	\$42,611	\$45,797	\$48,519
1	\$38,045	\$42,611	\$45,341	\$48,519	\$51,250
2	\$40,587	\$45,341	\$48,070	\$51,250	\$53,972
3	\$43,126	\$48,070	\$50,795	\$53,972	\$56,706
4	\$45,668	\$50,795	\$53,519	\$56,706	\$59,426
5	\$48,202	\$53,519	\$56,250	\$59,426	\$62,154
6	\$50,745	\$56,250	\$58,975	\$62,154	\$64,884
7	\$53,287	\$58,975	\$61,700	\$64,884	\$67,610
8	\$55,825	\$61,700	\$64,429	\$67,610	\$70,333
9	\$61,172	\$65,326	\$67,231	\$70,333	\$73,060
10	\$65,326*		\$71,081	\$73,059	\$75,904
11				\$77,105	\$82,924

\* Step 10 is reached in accordance with provisions outlined in Pay Equity Agreement.

10.01.05

Members shall be paid according to the following schedule for the period commencing February 1, 2008 to August 31, 2008:

Years Experience	Group				
	A	A1	A2	A3	A4
	\$	\$	\$	\$	\$
0	\$36,005	\$40,444	\$43,208	\$46,438	\$49,198
1	\$38,578	\$43,208	\$45,976	\$49,198	\$51,968
2	\$41,155	\$45,976	\$48,743	\$51,968	\$54,728
3	\$43,730	\$48,743	\$51,506	\$54,728	\$57,500
4	\$46,307	\$51,506	\$54,268	\$57,500	\$60,258
5	\$48,877	\$54,268	\$57,038	\$60,258	\$63,024
6	\$51,455	\$57,038	\$59,801	\$63,024	\$65,792
7	\$54,033	\$59,801	\$62,564	\$65,792	\$68,557
8	\$56,607	\$62,564	\$65,331	\$68,557	\$71,318
9	\$62,028	\$66,241	\$68,172	\$71,318	\$74,083
10	\$66,241*		\$72,076	\$74,082	\$76,967
11				\$78,185	\$84,086

\* Step 10 is reached in accordance with provisions outlined in Pay Equity Agreement.

**ARTICLE 10 – COMPENSATION (cont'd)**

**10.02.00 - Instructional Coordinators**

Instructional Coordinators shall be paid according to the following schedule:

<u>Years Experience</u>	<u>September 1, 2004 to August 31, 2005</u>	<u>September 1, 2005 to August 31, 2006</u>	<u>September 1, 2006 to January 31, 2007</u>
	\$	\$	\$
0	\$85,690	\$87,404	\$89,152
1	\$87,927	\$89,686	\$91,480
2	\$90,170	\$91,973	\$93,812
3	\$92,791	\$94,647	\$96,540

<u>Years Experience</u>	<u>February 1, 2007 to August 31, 2007</u>	<u>September 1, 2007 to January 31, 2008</u>	<u>February 1, 2008 to August 31, 2008</u>
	\$	\$	\$
0	\$90,044	\$91,665	\$92,948
1	\$92,395	\$94,058	\$95,375
2	\$94,750	\$96,456	\$97,806
3	\$97,505	\$99,260	\$100,650

**10.02.01 – Head of Program**

**Effective September 1, 2004**

Head of Program shall be paid according to their placement in Clause 10.01.00 to 10.01.05, plus an allowance of \$5,358.

**10.03.00 - Instructional Consultants**

**Effective September 1, 2004**

Instructional Consultants shall be paid according to their placement in Clauses 10.01.00 to 10.01.05, plus an allowance of \$6,586.

**Effective September 1, 2005**

Instructional Consultants shall be paid according to their placement in Clauses 10.01.00 to 10.01.05, plus an allowance of \$6,718.

**Effective September 1, 2006**

Instructional Consultants shall be paid according to their placement in Clauses 10.01.00 to 10.01.05, plus an allowance of \$6,852.

**Effective February 1, 2007**

Instructional Consultants shall be paid according to their placement in Clauses 10.01.00 to 10.01.05, plus an allowance of \$6,921.

## ARTICLE 10 – COMPENSATION (cont'd)

### 10.03.00 - Instructional Consultants (cont'd)

#### Effective September 1, 2007

Instructional Consultants shall be paid according to their placement in Clauses 10.01.00 to 10.01.05, plus an allowance of \$7,046.

#### Effective February 1, 2008

Instructional Consultants shall be paid according to their placement in Clauses 10.01.00 to 10.01.05, plus an allowance of \$7,145.

### 10.04.00 – Related Experience

A Member shall be paid for related experience that has been approved by the Executive Officer of Human Resources.

#### 10.04.01

Effective September 1, 2004, related experience shall be recognized on the salary schedule as follows:

For every one (1) year of approved trade or vocational experience, one (1) year on the salary grid, shall be recognized, to a maximum of six (6) grid steps. No Member's salary will exceed the maximum of the Member's salary group as a result of the recognition of related experience. To be eligible for this grid placement, a Member must be teaching a reasonable amount of time in the trade and vocational subjects where the Member's valid vocational or occupational (practical) certificate is granted. Music, Art, Family Studies and Business subject areas are excluded from consideration for related experience.

#### 10.04.02

In the application of related experience credit for grid placement, only full years of related experience shall be considered and these shall be determined at the time of initial hiring only.

#### 10.04.03

For vocational teachers qualifying via the trade experience route, experience must be obtained subsequent to the requirements for entry into the Faculty of Education. Only related experience in excess of requirements for entry to the Faculty of Education will count.

### 10.05.00 - Allowance for Teaching Experience

All allowances for experience shall be calculated in accordance with the salary schedule in effect at the time.

#### 10.05.01

Allowance for teaching experience shall be unlimited up to the maximum of the appropriate category.

## **ARTICLE 10 -COMPENSATION (cont'd)**

### 10.05.02

The conditions determining allowable teaching experience and payment of the annual increment are specified in Clauses 08.03.00 and 08.03.01.

### 10.06.00 - Post Graduate Degree Allowance

A Member holding a recognized post-graduate degree which is over and above the qualifications for the Member's level placement shall be paid an allowance of \$1132.

## **ARTICLE 11 - INSURED EMPLOYEE BENEFITS**

### 11.00.00 - Mandatory Enrolment

Enrolment in the benefit plans is mandatory for all Members eligible according to the insurer with the following exceptions:

- i. Where coverage is provided by the Member's spouse. The exclusion for Member's spouse does not apply to Group Life and L.T.D.I.
- ii. For Members hired prior to September 1, 1977 for the Extended Health and Group Life.
- iii. For Members hired prior to September 1, 1979 for the Dental Plan.
- iv. For Members hired prior to September 1, 1985 for the LTD.
- v. Where otherwise provided for in legislation.

### 11.01.00 - Extended Health

The Board shall provide, administer and pay one hundred per cent (100%) of the premiums for the Extended Health Plan in effect between the Halton District School Board and Maritime Life on September 1, 2003, or other plan with equivalent benefits and as adjusted for on September 1, 2004, subsequently covered by Manulife, to include:

Effective September 1, 2005: Hearing Aid maximum \$1,000 every 36 months  
(which includes the cost of testing)

Effective September 1, 2005: Vision Care \$250 every 24 months

Effective September 1, 2006: Vision Care \$275 every 24 months

Effective September 1, 2007: Vision Care \$300 every 24 months

### 11.02.00 - Group Life

The Board shall provide and administer, but not contribute to the premiums for the Group Life Insurance Plan in effect between the Halton District School Board and Maritime Life on January 1, 2000, adjusted to include a ~~maximum~~ insurance coverage of \$400,000 or other plan with equivalent benefits.



## ARTICLE 11 - INSURED EMPLOYEE BENEFITS (cont'd)

### 11.03.00 -Dental

The Board shall provide, administer and pay one hundred per cent (100%) of the Dental Plan in effect between the Halton District School Board and Maritime Life on September 1, 2003, or other plan with equivalent benefits on the basis of the current Ontario Dental Association schedule of fees for Dental Services provided by General Practitioners or provided by a Dental Specialist where a patient has been referred to the specialist for services not normally provided by the General Practitioner and adjusted for September 1, 2004, subsequently covered by Manulife.

### 11.04.00 - Long Term Disability Income Protection Insurance Plan

The Board shall administer but shall not contribute to the premiums for the Long Term Disability Income Protection Insurance Plan in effect between the Bargaining Unit and the carrier designated by the Bargaining Unit.

#### 11.04.01

A Member receiving benefits from this Long Term Disability Income Protection Plan shall:

- a) remain employed by the Board for a period of two (2) years plus an extension of time of:
  - i. up to three (3) years provided the Member's physician provides, annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Member may return to teaching within three (3) years;
  - ii. up to three (3) years, provided the Member's physician provides annually, to the Executive Officer of Human Resources, in writing, a prognosis that the physician believes the Member will be able to work at some other occupation within three (3) years.
- b) be eligible to continue participation in the insured employee benefit plans, with the Board contributions continued to be paid, for the period the Member remains employed by the Board;
- c) continue to accumulate actual teaching experience for seniority;
- d) continue to accumulate actual teaching experience for increment to a maximum of one year;
- e) a Member who is unable to make any return to work prior to retiring shall have their retirement gratuity payment based on the salary at the time benefits commence;
- f) a Member who makes a partial return to work while on a long term disability claim, but is unable to make a full return to work, shall have their retirement gratuity based on the appropriate blending
  - i) of the highest annualized salary earned during a work period after the long term disability benefit began; and
  - ii) the salary earned at the time the long term disability benefit commenced
- g) provide proof of medical fitness before returning to work. The Executive Officer of Human Resources may require confirmation by a Board appointed medical practitioner;
- h) continue to accumulate sick leave.

**ARTICLE 12 - ON OFFICE - OPERATION AND LEAVE**

12.00.00

The Board shall grant a leave of absence for the conducting of Union business, upon notification to the Board, to Members recommended by the Bargaining Unit.

12.01.00

Any member on leave under Article 12 shall be granted such leave without loss of salary, benefits, actual teaching experience with the Board for seniority purposes, sick leave or any other benefits that would accrue to the Member under the Articles of this Agreement provided the Bargaining Unit reimburses the Board for all costs arising for the replacement members. The salary portion of the costs shall be calculated at Category A2, Step 0.

The Board shall process any additional salary for released officers beyond the actual teacher salary placement in the form of a federation allowance and appropriate deductions will be made for pension payments.

The Union shall reimburse the Board for the full amount of the federation allowance.

The salary (grid placement plus federation allowance) beginning on August 31, 2004 shall be eighty-six thousand four hundred thirty-one dollars (\$86,431). Any percentage salary adjustment to the teacher salary grid for September 1, 2004 and thereafter shall be applied to the actual teacher salary placement for the released officers. In addition, the negotiated percentage salary adjustment shall also be applied to the released officers' federation allowance effective September 1, 2004.

Subsequent increases in the federation allowance shall occur at the same time and by the same percentage amounts as the teacher salary grid.

It is understood that the additional salary identified as a federation allowance does not qualify for Group Life Insurance benefit or gratuity purposes with the Halton District School Board.

12.02.00

Leaves granted under 12.00.00 shall be up to the equivalent of 4.0 full-time positions for any school year.

12.02.01

Should any Member seek and win election to a released position of ETFO, such Member shall be granted a leave of absence, upon request, without pay by the Board during said term(s) of office.

12.03.00

All parties concerned agree that the best interests of the pupils, Members and the system should be observed in arranging the dates for the commencement and termination of any leave granted under Clauses 12.00.00 and 12.02.01.

## ARTICLE 13 – ETFO DUES

### 13.00.00

On each pay date on which a Member is paid, the Board shall deduct from each Member the ETFO dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by ETFO and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change.

### 13.01.00

The ETFO provincial dues deducted in 13.00.00 shall be remitted to the Treasurer of ETFO, 480 University Avenue, Suite 1000, Toronto, Ontario M5G 1V2, no later than the fifteenth (15) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their S.I.N. numbers, annual salary, the number of days worked, salary for the period, **and** the amounts deducted. The board shall submit a listing of school names and location numbers each September, and include that number with their monthly remittance to ETFO.

### 13.02.00

The Board shall deduct from the salaries of each Member for each year the Collective Agreement is in effect, such salary installments to be determined by the Bargaining Unit for the local operating fund.

### 13.03.00

The Bargaining Unit shall notify the Board in Writing over the signature of the President of the Bargaining Unit the amount of the deductions to be made by the Board for the Bargaining Unit Operating Fund. The amount to be deducted shall be in uniform dollar amounts.

### 13.04.00

The Board shall forward the total **amount** of each deduction to the Treasurer of the Bargaining Unit within five (5) instructional days of the deduction date.

### 13.05.00

The Bargaining Unit, through ETFO, shall reimburse the Board for any administrative costs arising from this mandatory deduction for the ETFO operating fund.

### 13.06.00

The Bargaining Unit agrees to defend and hold the Board completely harmless against all claims, demands and expenses should any person at any time contend or claim that the Board has acted wrongfully or illegally in making such a mandatory deduction for the local operating fund as identified above **and/or** dues deductions as specified in Article 09.00.00.

## **ARTICLE 14 – COPY OF THE COLLECTIVE AGREEMENT**

### **14.00.00**

The Board agrees to provide new employees with a copy of the Collective Agreement, the name of the Bargaining Unit President, and the address and telephone number of the Bargaining Unit office. The Board and the Bargaining Unit shall share equally the cost of the printing of sufficient copies of the Collective Agreement.

## **ARTICLE 15 - RETIREMENT GRATUITY PLAN**

### **15.00.00 - Eligibility**

A Member must have completed both a minimum of ten (10) years of continuous service and the equivalent of ten (10) years teaching experience with the Halton District School Board immediately preceding the Member's retirement to become eligible for a retirement gratuity. The Halton District School Board includes all former school boards which constituted the Halton County Board of Education on January 1, 1969 and the Halton Board of Education. Members hired on or after September 1, 2000 will not be eligible for a retirement gratuity. 15.04.00 will apply to Members hired on or after September 1, 2000.

### **15.01.00**

A Member must also be retiring from the profession by reason of ill health as defined in the Ontario Teachers' Pension Plan or age to be eligible for a retirement gratuity. Retirement by reason of age shall mean retirement at the compulsory age limit as outlined in Clause 07.02.00 or retirement on pension as outlined in the Ontario Teachers' Pension Plan.

### **15.01.01**

The Board reserves the right to withhold the payment of the retirement gratuity in the case of any Member who is discharged or caused to resign for reasons which the Board may deem to have moral, legal, or professional implications.

### **15.02.00 - Amount of Gratuity**

The amount of gratuity paid to an eligible Member shall not exceed six (6) months' salary computed on the salary of the last full year for which the Member was employed by the Board. For Members on Long Term Disability benefit immediately prior to retirement, the gratuity shall be based on Article 11.04.01.

### **15.02.01**

A Member who is eligible for a retirement gratuity shall be entitled to a retirement gratuity of twenty-five per cent (25%) of the last full year's salary if the credit in the Member's accumulated sick leave is sufficient. This percentage shall increase each consecutive year thereafter by five percent (5%) until a maximum of fifty percent (50%) of the last full school year's salary is reached.

**ARTICLE 15 - RETIREMENT GRATUITY PLAN (cont'd)**

**15.02.02**

The amount of the gratuity paid to an eligible Member shall be computed as follows:

(25 to 50% as determined in 15.02.01)

- X (salary of last full school year)
- X accumulated sick leave to a maximum of 200  
200

**15.03.00 -Method of Payment**

The gratuity shall be paid to the retiring Member in no more than two (2) payments, either immediately on retirement (June 30 retirement – See 15.03.01 below) and/or in January of the year following retirement.

**15.03.01**

Members retiring as at June 30 in a school year will remain on the payroll for July and August and will not receive the payment for Retirement Gratuity until after August 31 but no later than September 10 providing the Member has completed all relevant documentation and forwarded it to the Payroll/Benefits Department in a timely manner.

**15.03.02**

The gratuity may be paid, in whole or in part, on the Member's direction and on the Member's behalf into a registered retirement savings plan.

**15.03.03**

In the event that a retired Member dies before having received the full retirement gratuity, the balance of the gratuity shall be paid to the surviving spouse of the Member or to the Member's estate.

**15.03.04**

On the death of a Member before retirement who is eligible under Clause 15.01.00, a death benefit of an amount equal to the retirement allowance at the time of death of such Member shall be paid to the surviving spouse of the Member or to the Member's estate.

**15.03.05**

For the purpose of this article, the definition of Spouse indicates widow, widower, same sex partner or common law partner.

**15.04.00 Registered Retirement Savings Plan Contribution**

Members who commence employment on or after September 1, 2000 should upon successful completion of their probationary period have a one time lump sum of \$2,200 placed in an individual Registered Retirement Savings Plan (RRSP) at Prosperity One according to Canada Customs and Revenue Agency regulations.

## **ARTICLE 15 - RETIREMENT GRATUITY PLAN (cont'd)**

### 15.04.01

Recalled or rehired teachers who have previously received an RRSP contribution from the Board shall not be eligible for a second RRSP.

A teacher who has previously retired from the Board and has received a retirement gratuity allowance will not be eligible to receive an RRSP as per 15.04.00.

### 15.04.02

The RRSP contribution will be made within 40 working days following the successful completion of the probationary period if the Member has provided the Board with the appropriate form(s) in a timely manner.

## **ARTICLE 16 - CUMULATIVE SICK LEAVE PLAN**

### 16.00.00 - Eligibility

The cumulative sick leave plan applies only to Members employed by the Board on a permanent or probationary basis.

### 16.01.00 - Administration of the Plan

Subject to the authority of the Board, the Administration of the plan shall be vested in the Secretary of the Board. The Secretary shall keep a record of the credits and deductions for each Member and shall render a statement in hours to each Member annually of the state of the Member's credit under the plan.

### 16.02.00 - Board Authority

In the case of a dispute with respect to credits or deductions, the Board shall make a decision subsequent to prior consultation between the Member concerned and the administrative officials. The application of this Clause is grievable (subject to Article 24) by the Member concerned.

### 16.03.00 - Sick Leave and Credits

A Member, beginning September 1, who is employed on a full-time basis with the Board, is entitled to twenty (20) days (one hundred [100] hours) of sick leave for the ensuing year. A Member beginning full-time employment at any other time is entitled to two (2) times (ten [10] hours times) the number of months, or part thereof, for which the Member is employed to a maximum of twenty (20) days (one hundred [100] hours). This allocation shall be pro-rated for Part-Time teachers.

### 16.03.01

A Member employed on a part-time basis with the Board is entitled to salary for ten per cent (10%) of the periods of instruction and supervision specified in the Agreement for the Member's employment in any one school year in respect of the Member's absence from duty on account of sickness.

## **ARTICLE 16 - CUMULATIVE SICK LEAVE PLAN (cont'd)**

### **16.03.02**

At the end of each academic year, all of the balance of the year's sick leave allowance for each Member after deducting absences due to personal illness or injury, will be credited to such Member's accumulated sick leave account subject to the following:

- i. Members who have a sick leave accumulation of 400 days (2000 hours) or less as of August 31, 1985, will be limited to a maximum sick leave accumulation of 400 days (2000 hours);
- ii. Members hired prior to September 1, 1985, having a sick leave accumulation in excess of 400 days (2000 hours) will not be permitted to continue accumulation beyond 400 days (2000 hours), but will be allowed to use any days in excess of 400 (2000 hours) that were accumulated as of August 31, 1985;
- iii. Eligible Members hired on or after September 1, 1985, shall have their sick leave days limited to a maximum accumulation of 400 days (2000 hours).
- iv. Eligible Members hired on or after September 1, 2000 shall have their sick leave limited to a maximum accumulation of 250 days (1250 hours).

The academic year shall start on the first day of September annually for the purpose of this plan.

### **16.03.03**

Each day's absence of a Member due to personal illness or injury will cause a deduction, first from the current year's allowance, and thereafter, if the allowance is exhausted, from the Member's accumulated sick leave account.

### **16.03.04**

A Member who is not enrolled in the Long Term Disability Income Protection Insurance Plan or is denied disability benefits is not restricted in the number of sick leave credits that may be used for any one (1) illness or injury provided the Member has a medical certificate from a doctor appointed by the Board. Absences due to personal illness or injury are to be deducted from the Member's accumulated sick leave account up to the maximum sick leave credits accumulated by the Member.

### **16.03.05**

A Member who is enrolled in the Long Term Disability Income Protection Insurance Plan may not draw more than the number of sick leave credits equivalent to one (1) year's full salary from the Member's accumulated sick leave account for any one (1) illness or injury.

### **16.03.06**

Before being entitled to draw again on accumulated sick leave credit, the Member shall have completed a minimum three (3) months of work. Disability, as defined by the human rights code and incidental illness, will be covered by sick leave during the three (3) month period.

**ARTICLE 16 - CUMULATIVE SICK LEAVE PLAN (cont'd)**

**16.04.00 - Transfer of Credits**

A Member entering the employ of the Board and coming from a school area with a cumulative sick leave plan will be granted their accumulated credits, in an amount not to exceed the credits obtained had the Member been in the Board's employ for the same period. It shall be the responsibility of the Member to make such arrangements as are necessary to place in the hands of the Board a statement of the Member's accumulated credits from the last Board by which the Member was employed. A statement of intent to transfer accumulated sick leave credits must be received by the Human Resources Department within one hundred and twenty (120) instructional days from the Member's hire date. Documentation must be received by the Board within one hundred and ninety four (194) school days. The Board will inform the newly hired Member, in writing, of their rights under this clause upon hire.

**16.05.00 - Reporting and Certification of Absences**

All absences must be reported through the Principal to the Manager of Human Resources - Elementary. Absences for personal illness or injury for a period not exceeding five (5) days may be certified by the school Principal unless the Manager of Human Resources - Elementary asks specifically for certification by a qualified medical or dental practitioner. For absences over five (5) days a certificate from a qualified medical or dental practitioner may be requested. For absence exceeding one (1) month, the Manager of Human Resources - Elementary may request a medical certificate from a qualified medical or dental practitioner appointed by the Board. If the Board asks for a medical certificate to be provided, the Member will be reimbursed for the cost of the required certificate.

**16.06.00 - Computation of Daily Rate**

Sick leave claims shall be computed for payment on the basis of the daily salary rate of the Member at the time of the absence.

**16.07.00 - Absence Chargeable to Sick Leave**

Deduction shall be made from a Member's sick leave credit for the number of days/hours of absence because of personal illness or injury, to include appointments with medical or dental specialists where appointments are only available during the Member's workday. No salary payments shall be made to the Member for absence beyond the number of days to the Member's credit in the sick leave plan.

**ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE**

<b><u>Absences Paid/Not Chargeable to Sick Leave</u></b>
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**17.00.00**

For the purpose of 17.00.01 to 17.00.13 a Member who is actively at work, shall be granted a leave of absence by the Board without loss of salary, allowances, benefits or sick leave credits in the following circumstances:



ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE (cont'd)

Absences Paid/Not Chargeable to Sick Leave (continued)

17.00.01 – Academic Exam

when writing an academic, trade or professional examination;

17.00.02 - Graduation

when attending the Member's graduation or that of a husband, wife, same-sex partner, son, daughter or parent;

17.00.03 –Deaths and Funerals

A maximum of four (4) days leave of absence without deduction shall be granted to a Member in the case of the death of an immediate member of the family or an immediate relative by marriage. An "immediate member of the family" is defined as father, mother, sister, brother, daughter, son, grandparent, grandchild, spouse, same-sex partner, step-father, step-mother, step-brother, step-sister and step-child.

For the purpose of this clause only, the term "spouse" is given the extended meaning it has in Part III, Section 29 of the Family Law Act. This is intended to include same-sex partners.

An "immediate relative by marriage" is defined as mother-in-law, father-in-law, sister-in-law, brother-in-law, daughter-in-law, and son-in-law.

In all other cases a limit of one (1) day shall be allowed for the purpose of attending a funeral, subject to the approval of the Principal.

In cases where exceptional circumstances warrant, additional days may be granted under the terms of Compassionate Leave (17.00.07).

17.00.04 – Jury Duty and Subpoena

A Member is entitled to salary, notwithstanding the Member being absent from duty by reason of a summons to serve as a juror or a subpoena as a witness in any proceedings to which the Member is not a party or one of the persons charged, provided that the Member pays to the Board any fee, exclusive of traveling allowance, and living expenses, that the Member receives as a juror or as a witness. A Member absent from duty due to the requirement to attend a hearing by the Ontario College of Teachers to give evidence in a proceeding in which the Member is not a party or one of the persons charged, is entitled to salary.

17.00.05 – School Business

Any absence relating to school business and approved by the Board shall not be chargeable to sick leave account.

## ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE (cont'd)

### Absences Paid/Not Chargeable to Sick Leave (continued)

#### 17.00.06 - Quarantine

Every Member is entitled to a legitimate absence from duty in any case where, because of exposure to communicable disease the Member is quarantined or otherwise prevented by the order of the public medical health authorities pursuant to the Public Health Act, from attending upon the Member's duties. This leave may be requested through the Principal but such absence in order to be granted with pay must have the approval of the Executive Officer of Human Resources or designate.

#### 17.00.07 - Compassionate Leave

A leave of this nature will usually cover extraordinary circumstances which, therefore, merit individual attention. This leave may be requested through the Principal but such absence in order to be granted with pay must have the approval of the Manager of Human Resources - Elementary or designate.

#### 17.00.08 - Speaking Engagements and National/International Event

Subject to the approval of the Executive Officer of Human Resources, a leave of absence may be granted with pay for a Member to speak at a conference/seminar, or present a workshop provided a copy of the letter requesting the Member to participate is forwarded through the Principal to the Executive Officer of Human Resources.

The Board must receive written confirmation that all costs incurred for the occasional teacher replacing said Member will be reimbursed prior to the approval being granted.

#### 17.00.09 - Religious Holy Days

Subject to the approval of the Manager of Human Resources - Elementary or designate, a Member may be granted up to a maximum of three (3) days annually with pay for officially recognized religious holy days. Please reference Clause 17.02.06

#### 17.00.10 - Staff Development

The Board shall grant, to any Member, leave from duty without loss of pay, for all absences recommended under the terms of reference of the Staff Development Fund. The Member shall consult with the Principal to make appropriate arrangements for such leave.

#### 17.00.11 - Professional Development

The Board shall grant leaves without loss of pay for the personal professional development of Members for which the Board is reimbursed by the Bargaining Unit. Reimbursement shall be at the current casual occasional teacher rate. These leaves will be granted under the established terms of reference of the Union's Professional Development Fund. The Member shall consult with the Principal to make appropriate arrangements for such leave.

ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE (cont'd)

**Absences Paid/Not Chargeable to Sick Leave (continued)**

17.00.12 - Paternity -Spousal/Partner Leave for Birth of Child

A leave of two (2) days with pay, not chargeable to sick leave, may be granted, subject to the approval of the Manager of Human Resources - Elementary, on the occasion of the birth of a Member's child. It is understood that the days can be used in a flexible manner from the day of birth through the subsequent six (6) week period. For additional day charged to sick leave, refer to Clause 17.01.04.

17.00.13 - Paternity -Spousal/Partner Leave for Adoption

A leave of two (2) days with pay, not chargeable to sick leave, may be granted, subject to the approval of the Manager of Human Resources - Elementary, to a Member where the child becomes available for adoption or when the child comes into the Member's care and custody. It is understood that the days can be used in a flexible manner from the day of adoption through the subsequent six (6) week period. For additional day charged to sick leave, refer to Clause 17.01.05.

**Absences Paid/Charged to Cumulative Sick Leave**

17.01.01 - Emergency Leave

In an emergency situation with approval from the Principal, a Member may be granted a leave of absence for two days, charged to sick leave, for a sudden illness of an "immediate member of the family" as identified in Clause 17.00.03.

17.01.02 - Justice of the Peace

When being married by a Justice of the Peace whose appointments are only available during the Member's workday, the Member shall be entitled to a one-day leave of absence. A deduction shall be made from the Member's sick leave credits for the day.

17.01.03 - Personal Day

Subject to a minimum notice of three (3) instructional days being given to the Member's Principal and with the approval of the Manager of Human Resources or designate, a Member may be granted a leave of absence for one (1) instructional day in any one (1) school year for reasonable personal reasons.

17.01.04 - Paternity - Spousal/Partner Leave for Birth of Child

A leave of one (1) day with pay, chargeable to sick leave may be granted to a Member on the occasion of the birth of a Member's child, subject to the approval of the Manager of Human Resources - Elementary. It is understood that the day can be used in a flexible manner from the day of birth through the subsequent six (6) week period. For additional two days not charged to sick leave, refer to Clause 17.00.12.

## ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE (cont'd)

### Absences Paid/ Charged to Cumulative Sick Leave (cont'd)

#### 17.01.05 – Paternity - Spousal/Partner Leave for Adoption

A leave of one (1) day with pay, chargeable to sick leave may be granted to a Member where the child becomes available for adoption or when the child comes into the Member's care and custody, subject to the approval of the Manager of Human Resources – Elementary. It is understood that the day can be used in a flexible manner from the day of adoption through the subsequent six (6) week period. For additional two days not charged to sick leave, refer to Clause 17.00.13.

### Absences Unpaid

#### 17.02.01

The Executive Officer of Human Resources may grant early leaves in May or June for such purposes as are of a distinctly educational nature and of benefit to the educational system. In these cases, the Member shall exercise all diligence in making travel arrangements which reduce to a minimum the absence from school duties. Such leaves of absence shall be without salary when:

#### 17.02.02

the Member is in receipt of remuneration or honorarium for the course or activity to be attended;

#### 17.02.03

the course taken has a bearing on salary classification; or

#### 17.02.04

the Member's absence requires the engagement of a casual occasional teacher; or

#### 17.02.05

a Member enrolls in a pedagogy course, if in the Executive Officer of Human Resources' opinion, the operation of the school will not be detrimentally affected. Such leave will not be granted more than twice to any one Member.

#### 17.02.06

In addition to the three (3) Religious Holy Days identified in clause 17.00.09, a maximum of six (6) days without pay may be granted for officially recognized religious holy days.

### Additional Leaves of Absence

#### 17.03.00 - Workplace Safety and Insurance

Each Member who is injured in the course of employment shall have Workplace Safety and Insurance benefits supplemented from the Member's sick leave account to provide for the payment of up to the Member's full salary. In the event that a Member does not wish to use the sick leave credits to supplement the Workplace Safety and Insurance benefits, the Member must give notice in writing within three (3) instructional days to the Manager of Human Resources - Elementary. After the expiration of any Workplace Safety and Insurance award, the Member may use the current year's sick leave or accumulated credits up to the limit previously established.

## ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE (cont'd)

### Additional Leaves of Absence (cont'd)

#### 17.04.00 - National/International Event

Subject to a minimum notice of ten (10) instructional days being given to the Member's Principal, a Member may be granted, with the approval of the Manager of Human Resources - Elementary, a paid leave of absence to participate in a significant national or international event. The Board must receive written confirmation that all costs incurred for the occasional teacher replacing said Member will be reimbursed prior to the approval being granted.

#### 17.05.00 - Short Term Personal Leave

Subject to a minimum notice of three (3) instructional days being given to the Member's Principal and with the approval of the Manager of Human Resources - Elementary, a Member may be granted a leave of absence for reasonable personal reasons.

- i. A leave of absence for up to a maximum of two (2) instructional days in any one (1) school year.
- ii. The **Board** agrees to consider, for extenuating circumstances, extensions to the Personal Leave Days as defined under (i) above, to a maximum of five (5) days in each school year for personal reasons.

### Long Term Leaves of Absence

#### 17.06.00

A Member may request a leave of absence without pay, or a leave with pay when the Board is reimbursed for the Member's salary and Board's share of benefits, for a period of not more than two (2) school years, subject to the following conditions

#### 17.06.01

A Member may request a leave of absence under 17.06.00 upon completing three (3) years of employment with the Board.

#### 17.06.02

Requests for leave of absence should be submitted, in writing, to the Manager of Human Resources - Elementary prior to February 15 of the year in which the leave will begin.

#### 17.06.03

The Member on leave of absence will indicate intention in writing to the Manager of Human Resources - Elementary by February 15 of the year in which the leave terminates as to whether the Member will be returning in the following school year.

## **ARTICLE 17 - MISCELLANEOUS LEAVES OF ABSENCE (cont'd)**

### **Long Term Leaves of Absence (continued)**

#### 17.06.04

Each Member returning from a leave of absence of one (1) year or less shall be assigned back to the school (or area centre if previously assigned to an area centre) from which the Member left. Members granted a personal leave of one (1) year as an extension to a Pregnancy Leave of seventeen (17) weeks and Parenting Leave of thirty-five (35) weeks or Adoptive Leave of fifteen (15) weeks and Parenting Leave of thirty-seven (37) weeks) shall be assigned back to the school (or area centre if previously assigned to an area centre) from which the Member left. It is understood that such return shall be governed by the provisions determining surplus and/or redundancy which are in effect.

#### 17.06.05

Each Member returning from a leave of absence greater than one (1) year shall be assigned back to their area (North, East or West), but not necessarily in their school (or area centre if previously assigned to an area centre) from which the Member left. The position of such Member with respect to a surplus declaration in the school or area centre which they left, or redundancy in the system, shall be governed by the provisions determining surplus and/or redundancy which are in effect.

#### 17.06.06

A Member who is on an unpaid personal leave or a paid leave identified under 17.06.00, may request an extension of up to one (1) school year for extenuating circumstances. The request for extension shall be submitted in writing to the Manager of Human Resources – Elementary prior to February 15.

#### 17.06.07

Teaching experience will be granted (subject to the conditions governing teaching experience in clauses 08.03.00 to 08.03.01) to Members on a leave of absence who are undertaking teaching work recognized by the Director (e.g. DND, Ministry Exchange, CUSO) or who are on a leave of absence where the Board is reimbursed for the Member's salary and Board's share of benefits (e.g. Union business). Teaching experience will not otherwise be accumulated during an absence without pay. Continuous service, however, is not broken during any leave of absence.

#### 17.06.08

A Member that is elected to an ETFO Provincial release position shall be granted a leave of absence for the duration of the time the Member holds a provincial office. The Member shall continue to accumulate seniority for the period of the leave. The Board shall be reimbursed for the Member's salary and Board's share of benefits.

## **ARTICLE 18 - PREGNANCY/PARENTING LEAVE**

### 18.00.00 – Pregnancy/Parenting Leave

The Board shall grant to the Member a Pregnancy/Parenting leave (leave of absence without pay), upon the written request of the Member and receipt from a legally qualified medical practitioner or mid-wife stating that the Member named therein is pregnant and specifying, in the opinion of the medical practitioner or mid-wife, the date upon which delivery will occur.

## ARTICLE 18 – PREGNANCY/PARENTING LEAVE (cont’d)

### 18.00.01 Natural Break

For the purpose of Article 18, natural break shall refer to:

1. the first day of instruction following the winter break in December/January, the first day of instruction following March Break however, where the term two report is due after March Break the Natural Break shall be the day following the submission of the final copy of the report to the office, and the first day of instruction in September.
2. the first day of instruction following the designated interview day in term 1.
3. the first day of instruction following Easter Monday.
4. the last day of school in June.

A Member who has not exhausted his/her five-week extension which follows the legislated pregnancy/adoptive/parenting leave could return the last day of June or the first instructional day in September. The Member shall return to the same school and the same assignment as last held prior to the leave. If the same assignment does not exist, then the Board shall return the Member to a comparable assignment.

Should the Member require a personal leave beyond the five-week extension to take her/him to the last day of June, the Member would return to an assignment for which they are qualified.

### 18.01.00

Pregnancy/Parenting Leave shall be governed by the Employment Standards Act and any amendments thereto. A Member on Pregnancy Leave for the seventeen (17) week period or on a Parenting Leave for the thirty-five (35) week period identified under the Employment Standards Act shall accumulate actual teaching experience for increment and seniority but not salary or allowance. The Board shall pay 100% of the premiums for Dental and Extended Health Benefits for the duration of the Pregnancy and Parenting Leave as defined in this Clause.

### 18.01.01

Effective September 1, 1988, teaching experience shall be granted for the seventeen (17) week Pregnancy Leave and effective December 20, 1990, experience shall be granted for the thirty-five (35) week Parenting Leave.

**An** extension of the above to five (5) weeks shall be granted to allow the Member to return at a natural break in the school year, subject to the approval of the Manager of Human Resources - Elementary.

The Member shall continue to gain teaching experience for increment and seniority. The Board shall pay 100% of the premiums for Dental and Extended Health benefits for the duration of this extension.

Should the five (5) week extension not bring the Member to a natural break in the school year, the Member may request a personal family leave (as identified under 18.02.00) for the balance of the time required to take them to a natural break.

The Member shall return to the same school and the same assignment as last held prior to the leave. If the same assignment no longer exists, the Board shall return the Member to a comparable assignment.

## **ARTICLE 18 – PREGNANCY/PARENTING LEAVE (cont’d)**

### 18.02.00

The Board shall, on the written request of the Member, grant, in addition to the Pregnancy Leave and Parenting Leave in 18.01.00, a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year. Extension beyond the seventeen (17) week Pregnancy Leave and thirty-five (35) week Parenting Leave shall be without payment of salary, allowance, benefits, accumulation of credit for actual teaching experience. The Member shall accumulate seniority during this leave.

### 18.03.00 – Adoptive Leave

Leave shall be available to a Member who adopts a child. Advance notification of at least three (3) months shall be given, where possible, to the Board of intent to adopt, on the understanding that it may be necessary for the Member to commence leave immediately upon the child becoming available for adoption or when the child comes into care and custody of the Member. Written notification shall be given to the immediate supervisor of the exact dates of the leave when they are known. Leave for purposes of adoption shall be limited to fifteen (15) weeks. An additional thirty-seven (37) week Parenting Leave will be available to the Member as specified in the Employment Standards Act. A Member while on Adoptive Leave for up to fifteen (15) weeks or Parenting Leave of thirty-seven (37) weeks shall accumulate actual teaching experience for increment and seniority but not salary or allowances. The Board shall pay 100% of the premiums for Dental and Extended Health Benefits for the duration of the Adoptive/Parenting Leave as defined in **this** Clause.

An extension of the above to five (5) weeks shall be granted to allow the Member to return at a natural break in the school year, subject to the approval of the Manager of Human Resources - Elementary.

Should the five (5) week extension not bring the Member to a natural break in the school year, the Member may request a personal family leave (as identified under 18.04.00) for the balance of the time required to take them to a natural break.

The Member shall return to the same school and the same assignment as last held prior to the leave. If the same assignment no longer exists, the Board shall return the Member to a comparable assignment.

### 18.04.00

The Board shall, on written request of the Member, grant in addition to the Adoptive Leave and Parenting Leave in 18.03.00 a leave of absence for personal family reasons for a period not to exceed one (1) year provided that the date of termination of the leave coincides with a natural break in the school year.

Extension beyond the fifteen (15) week Adoptive Leave and thirty-seven (37) week Parenting Leave shall be without payment of salary, allowance, benefits and accumulation of credit for actual teaching experience. The Member shall accumulate seniority during the leave.



**ARTICLE 18 -- PREGNANCY/PARENTING LEAVE (cont'd)**

**18.05.00**

At the termination of the leave period, the onus shall be on the Member to report, in writing to the Principal, the Member's readiness to resume the Member's duties.

**18.06.00**

A Member who is returning to work early from a Pregnancy or Parental leave will provide the Board with two weeks' written notice.

**18.07.00**

The Member shall return to work after the Pregnancy, Adoptive and/or Parenting Leave without loss of seniority, status or benefits, held at the commencement of the leave subject to the provisions of this Collective Agreement.

**18.08.00**

The provisions of 18.01.00 and 18.03.00 will be available to a Member who has thirteen (13) weeks or more of continuous service with the Board.

**18.09.00**

All parties concerned agree that the best interests of the students and the Member concerned should be observed in arranging the dates for the commencement and termination of Pregnancy Leave, Adoptive Leave, and/or Parenting Leave. The Member will notify the Principal in writing as soon as possible in advance of the intended date for which the leave will commence and will consult with the Principal as to the appropriate return date.

**18.10.00**

Any Member who is granted a leave without pay under Article 18 for less than a full school year shall be paid according to Article 9.

**18.11.00**

A Member granted a Pregnancy Leave or Adoptive Leave pursuant to this Article as specified in Clauses 18.01.00 and 18.03.00 shall be compensated by the Board under a Human Resources Development Canada (H.R.D.C.) approved supplementary benefit plan for the two (2) week waiting period under E.I. at a weekly rate equal to 95% of regular salary provided that the Member:

- i. is eligible for Pregnancy or Adoptive Leave benefits under E.I. laws and regulations; and
- ii. makes a claim to the Board on a form to be provided indicating the weekly amount payable by E.I.
- iii. the supplementary benefit plan shall be subject to approval by E.I.
- iv. a Member 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 Member has applied and qualified for E.I.
- v. the two week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable.

## ARTICLE 18 – PREGNANCY/PARENTING LEAVE (cont’d)

### 18.11.01

- a) Effective September 1, 2003 a Member granted a Pregnancy Leave pursuant to this Article as specified in clauses 18.01.00 shall have their EI benefits topped up by the Board as follows:
- i. For Pregnancy Leave only, the Board will pay a top-up amount for a maximum six (6) week period immediately following the two (2) week waiting period.
  - ii. The top-up pay will be 95% of the regular salary for the two (2) week waiting period and the difference between what a Member received from Employment Insurance (EI) and their regular wage for the remaining six (6) weeks.
  - iii. To receive pay, the Member must forward to **Human** Resources proof of receipt of pay from E.I. An application for Pregnancy Leave, as well as a medical certificate or mid-wife’s letter identifying the expected date of birth, is required prior to the Member taking the leave.
  - iv. The eight (8) week period will include the two (2) week waiting period and, furthermore, it is not in addition to the seventeen (17) week Pregnancy Leave maximum and thirty five (35) week Parenting Leave maximum.
- b) If not eligible for EI, the Member will be entitled to regular compensation from the employee’s accrued sick leave bank for a maximum of six (6) weeks or days accrued in their sick leave bank, whichever is less. Sick leave beyond the six (6) week period will only be granted upon satisfactory medical evidence demonstrating the Member’s illness is a direct result of either the pregnancy or the birth of the child.
- c) It is understood that a Member’s total compensation during the Pregnancy Leave will not be greater than the total compensation the Member would receive if actively at work during the period of the Pregnancy Leave.

### 18.12.00

The Board will place Members returning from the Government Legislated Pregnancy Leave, Parenting Leave or Adoptive Leave in the same school and the same assignment as the Member held prior to the leave. If the same assignment no longer exists, the Board shall return the Member to a comparable assignment.

### 18.13.00

A Member on Pregnancy/Adoptive or Parenting Leave or extension to the leave under 18.01.01 and 18.03.00, whose legislated leave with or without extension ends during the summer months following the leave, shall have their benefits paid for by the Board through the subsequent summer months.

## **ARTICLE 19 - ADVERTISING OF VACANCIES**

### **19.00.00**

For the period April 1 until the third working day after April 30, available teaching positions for September 1, elementary and secondary, shall be advertised internally and interviews conducted before external advertising occurs for these positions,

### **19.00.01**

Once all surplus members have been placed, all available teaching vacancies which become available from the first Friday of June on for vacancies effective for September 1 of the next school year shall be advertised and consideration will be given in the following order: Members of the bargaining unit, occasional teachers and external applicants.

### **19.00.02**

French Core & Immersion Teachers may apply for top-up assignments within their school, for which they are qualified, if they have completed four (4) years of service with the Halton District School Board in the French Core or Immersion programs.

### **19.00.03**

French Core & Immersion Teachers may apply for positions for which they are qualified, if they have five (5) years of service with the Halton District School Board in the French Core or Immersion Programs.

### **19.01.00**

Internal advertising of positions shall be by posting in all locations where Members work, prior to external advertising.

### **19.02.00**

All vacancies in positions of responsibility shall be advertised internally.

### **19.03.00**

In exceptional circumstances, involving the needs of individual Members and following consultation with the school Principal and the confidential notification of the Union President or designate, the Executive Officer of Human Resources may place a Member into a vacancy without advertising that position.

## **ARTICLE 20 - STAFF ALLOCATION**

### **20.00.00**

The Board agrees to staff the elementary schools at the prescribed staffing ratios, in accordance with the Education Act, related Statutes and Regulations of the Province of Ontario. In the event that the Ministry of Education revises the class size in the aggregate formula during the term of this collective agreement, the Board shall meet with the Union within 30 school days to discuss the potential implications of the revisions.

## ARTICLE 20 - STAFF ALLOCATION (cont'd)

### 20.00.01

Class sizes will be reviewed by the Staffing Advisory Committee after September 30 of each year.

### 20.01.00

An Elementary Staffing Advisory Committee shall be formed. The number of Union and Board representatives are to be balanced.

Terms of Reference for S.A.C. (Staffing Advisory Committee):

- i) Make recommendations to the Executive Officer of Human Resources for revision of the staff allocation and matters related to the staff allocation.
- ii) Review staffing implications of proposals to be submitted to the Board upon request of the Executive Officer of Human Resources.

### 20.01.01 – School Staffing Committee

The parties recognize that the Principal, subject to the authority of the Board and its administration, has responsibility and duties as outlined under the Education Act and the Regulations.

Each school or workplace shall have a School Staffing Committee. The Committee shall consist of the Principal and/or Vice-Principal, the Workplace Steward, and a maximum of three (3) additional Members from the school or workplace appointed by the Union.

In addition to those duties, the Principal, or in the case of regional programs a designated administrator, shall keep members of the Staffing Committee informed throughout the in-school surplus procedures and shall:

- a) Receive and review input from the Workplace Steward and Members designated above on the school staff allocation of instructional time and planning time within the school.
- b) Review the method of staffing the school during the school year, including in-school surplus and redundancy declarations, transfers and hiring to vacancies.

In addition, the Principal or in the case of regional programs a designated administrator shall also:

- c) Provide the Members designated above with copies of:
  - (i) the complete school staff list indicating assignments and vacancies;
  - (ii) the program needs of the school for the next year; and
- d) In addition the Principal or in the case of regional programs a designated administrator shall review the allocation of the school budget with the school staffing committee.

Should there be a disagreement on the distribution of instructional time and planning time within the school, as identified in Article 29, the Workplace Steward and designated Member of the Union will discuss their concerns with the Principal. If a resolution is not reached, the Workplace Steward and designate may put their concerns in writing and submit them through the Union to the Staffing Advisory Committee. The Staffing Advisory Committee will take this information into account when they review the number of minutes of instructional time and the distribution of planning time within the school, as outlined in Article 29.

If the Staffing Advisory Committee cannot resolve the situation, the matter will be referred to the Executive Officer of Human Resources, whose decision will be final.

## ARTICLE 20 - STAFF ALLOCATION(cont'd)

### 20.01.02

For the purposes of 20.01.01, the regional programs of: ESL, In Lieu Ministry Program and Section 20 will each be considered as a school.

## ARTICLE 21 - SENIORITY

### 21.00.00 - Seniority Prior to August 31, 1983

It is understood and agreed that for Members all Halton experience (elementary and secondary) including bridging over periods of resignation and/or reappointments, will count for seniority. Teaching experience for seniority shall be calculated in the same manner as teaching experience for increment with the exception of leaves of absence granted for the purpose of a seventeen (17) week Pregnancy Leave for Members employed for less than twelve (12) months eleven (11) weeks.

### 21.01.00 - Seniority Between August 31, 1983 and August 31, 1998

- a) Seniority credit shall be given to each teacher on staff as of August 31, 1983 as determined in Clause 21.00.00.
- b) Teachers who resigned from the Halton staff on or before August 31, 1983 and are rehired after that date shall be credited with seniority accrued as of August 31, 1983.

### 21.02.00 - Seniority Effective September 1, 1998

A Member covered by this Collective Agreement shall continue to accumulate seniority as a teacher in the Union with the Board. Full seniority shall be accumulated without regard to whether employment is full time or part time, and throughout leave periods (subject to 21.04.00).

### 21.03.00

Effective September 1, 1983, seniority shall be defined as the length of continuous service with the Halton District School Board under probationary or permanent employment with the Board from the date of last appointment to the probationary staff of the Halton Board subject to Clauses 21.01.00 to 21.10.00 inclusive. Service credit for seniority shall be calculated and determined on and within each individual year's teaching assignment.

### 21.04.00

Teaching as a short term or long term occasional teacher does not qualify for seniority. Time on leave of absence does not qualify for teaching experience or seniority, subject to Clause 21.05.00.

### 21.05.00

For the purposes of determining seniority, a Member shall continue to accumulate seniority during:

- 1) an exchange, subject to 17.06.08;
- 2) a loan or secondment to any recognized educational authority, subject to 17.06.07;
- 3) a Pregnancy, Parenting or Adoptive Leave as per Article 18 and for any **part** of the five (5) week extension granted for Pregnancy, Parenting or Adoptive Leave under Article 18 for Members employed for more than thirteen (13) weeks in accordance with the Employment Standards Act;
- 4) a leave of absence granted under Clauses 17.00.03 to 17.00.07 inclusive;
- 5) a leave granted under Article 12;

## **ARTICLE 21 – SENIORITY (cont'd)**

### 21.05.00 (continued)

- 6) a leave granted under the Deferred Salary Leave Plan;
- 7) any non-teaching capacity with the Board in a position covered in the Collective Agreement;
- 8) for transfers or exchanges with a teacher in the Secondary Panel that occurred prior to September 1, 1998;
- 9) the period granted to a Member as actual teaching experience in accordance with Article 8;
- 10) any absence under Clause 11.04.01 (Long Term Disability).

### 21.06.00

Where ~~two~~ (2) or more Members are tied in seniority, the Member who is more (or most) senior shall be the Member who:

- 1) has the most number of years of actual teaching experience with the Board as an elementary teacher; and where equal
- 2) has, with the Board, the most actual teaching experience; and where equal
- 3) has the most actual teaching experience in Ontario; and where equal
- 4) has the most actual recognized teaching experience; and where equal
- 5) the remaining Members shall, in the presence of the Union President or designate and the Director or designate, draw lots to determine who is more (most) senior.

### 21.07.00

For the purpose of reinstating redundant Members only, Members hired prior to June 1, for the following September shall be considered the more senior Members if all conditions up to and including Step 4 (four) of 21.06.00 are equal.

### 21.08.00

For the purposes of developing a seniority list, Members who are tied in seniority shall be listed in alphabetical order and assigned the same seniority number. Article 21.06.00 will apply only when there is a requirement to break a tie for Members to be declared surplus in a given school or for the determination of redundant teachers.

### 21.09.00

A Member shall lose seniority rights if:

- 1) the Member is discharged;
- 2) the Member quits or resigns;
- 3) the Member retires or is retired;
- 4) the Member's employment is terminated pursuant to the Education Act and the Regulations;
- 5) the Member's employment is terminated pursuant to Clause 23.08.00. However, any Member recalled according to Clauses 23.10.00 to 23.16.00 inclusive shall have a seniority credit as if the Member's employment had not been terminated.

## **ARTICLE 21 – SENIORITY (cont'd)**

### **21.10.00**

For the purposes of 21.06.00, the calculation of actual teaching experience shall include any seventeen (17) week period or part thereof of a Pregnancy Leave and thirty-five (35) week Parenting leave or any fifteen (15) week period or part thereof of an Adoptive Leave and thirty-seven (37) week Parenting Leave which occurs during the school year. Furthermore, the calculation shall include any part of the five (5) week extension that occurs during the school year.

### **21.11.00**

It is agreed that a secondary teacher who enters the elementary panel on or after September 1, 1998 on a permanent basis through a job vacancy will be credited with no seniority from the secondary panel.

### **21.12.00**

The Board shall establish a seniority list, containing the names of all Members of the Union as of December 31 of the current school year, and indicating for each Member, the current work location, the seniority credit as of August 31 of the current school year, and the ranking within the Member's work location in order of seniority. Such list shall be completed and posted no later than March 15 in every location where Members work, and, at the same time copies will be made available to the Union.

### **21.13.00**

An appeal procedure shall be permitted whereby, within fifteen (15) instructional days of the posting of the seniority list in each location where Members work, a Member who has an objection to his/her placement on the seniority list shall forward a request in writing to the Manager of Human Resources –Elementary specifically identifying the reason for and facts involved in the Member's request for a review of the Member's placement on the seniority list. The response to the Member will be provided within fifteen (15) instructional days of receipt of the request subject to the Member providing the required appropriate documentation substantiating the request. Failing such objection, the said seniority list shall be each Member's correct seniority for the current year.

### **21.14.00**

Following the appeal procedure in 21.13.00, a Member has the right to grievance through Article 24.

## **ARTICLE 22 - SURPLUS TO SCHOOL**

### **22.00.00**

A Member may become surplus to a school due to:

- a) a change in the staff allocation for that school for the following September as determined by Article 20.
- b) the necessity to provide qualified staff to meet program requirements.
- c) School Reconfiguration/Closure.

## 4 E 22 - SURPLUS TO 'HOC t'

### 22.01.00

Subject to 22.02.00 through 22.06.00, Members declared surplus to a school shall be those with the least seniority.

### 22.02.00

- a) Members assigned to E.S.L. programs and to Special Education assignments other than school based SERT positions are not subject to surplus to school declaration. In the event a reduction to the number of such Members is required, it shall be the least senior of these Members teaching in the affected designations as shown in 22.02.00 b) below, who are declared surplus by the Executive Officer of Human Resources.
- b)
  - i. Regional Special Education program staff allocated by the Superintendent of Education/Student Services.
  - ii. Area Special Education staff as allocated to the East, West or North, by the Superintendent of Education/Student Services.
  - iii. Regional English-as-a-Second-Language program staff, whether itinerant or self-contained classes.
- c) A Member may become surplus due to a change in the staff allocation, the necessity to provide qualified staff to meet program requirements and/or School Reconfiguration/Closure.

### 22.03.00

Teachers whose total assignment is Core French, shall be surplus to school only if the Core French allocation to such school is changed. Such Members shall be reassigned by the Executive Officer of Human Resources after consultation with the Instructional Coordinator of Languages - French. In the event a reduction to the Core French allocation by region is required, it shall be the least senior of these Members who are declared surplus by the Executive Officer of Human Resources.

### 22.04.00 - School Reconfiguration/Closure

In the event that a school is to be closed/reconfigured, a meeting will be called as soon as possible after the decision is made to discuss the allocation of staff. The meeting will be attended by the Administration of the affected schools, the Union Stewards of the affected schools, representatives from the Union Office and the Human Resources Department.

For the purpose of this article, an affected school is one which would lose students or gain students as a direct result of the decision to close or reconfigure a school.

#### 22.04.01 - School Reconfiguration

In the event of a school reconfiguration, the affected schools will submit new organizations based upon the new projected enrolments of the affected schools. An affected school which has a staff reduction will declare staff surplus based upon the established procedure. An affected school which requires additional staff will advertise for the position(s). It is understood that staff declared surplus from the reconfigured school(s) would be guaranteed an interview.



## ARTICLE 22 - SURPLUS TO SCHOOL (cont'd)

### 22.04.02 – Regional Programs

Should the decision be made to move a regional program, the staff currently assigned to that program would move with the students to the new location.

### 22.04.03 – School Closures

School-based staff, in the school slated for closure, will have the option of:

- a) surplus to that school location
- or**
- b) automatically move with the students to an existing location deemed to be an affected school. Surplus declaration shall be made on the basis of a combined seniority list of all schools involved. Only the affected school shall be included. **An** affected school is one receiving a minimum **of** fifteen (15) students from the closing school.
- c) New School – where the receiving school is a new school, the number of teachers transferred shall be based on one (1) teacher for every fifteen (15) students moving to the new school. The number of teachers automatically transferred to a new school shall not exceed more than one-third of the initial projected staffing requirements for the opening day.

School-based staff, in the school slated for closure and having more than one (1) work location will be factored into the staffing process at their alternate location.

### 22.04.04

The Board will assist the teachers displaced as a result of school closure/reconfiguration with the moving **of** classroom materials.

### 22.05.00

Members who transfer because of surplus declaration and Members who are transferred in September as a result of school organization, are exempt **from** surplus declaration in the next school year.

### 22.06.00

In the event a surplus declaration made according to **22.00.00** leaves a position vacant which requires additional qualifications as defined by **22.08.00**, the principal shall, in order:

- i. attempt to reorganize the teaching assignments of Members remaining ensuring the above position is offered to Members who are qualified according to clause **22.08.00** or who are willing to become qualified while in the role, by September 1 of the following school year – Round I Surplus Declaration.

Then if necessary:

- ii. notwithstanding **22.01.00**, declare surplus the least senior Member not required to maintain special programs indicated in **22.08.00** and advertise the position requiring special qualifications according to Article 19 – Round II Surplus Declaration. **Any** teacher in the system, including those declared surplus in Round I may apply. Any Member may apply for all advertised vacancies for which they are qualified.

## ARTICLE 22 - SURPLUS TO SCHOOL (cont'd)

### 22.07.00

In the event the application of 22.06.00 results in an unforeseen or detrimental effect upon a school, the principal may request special consideration by a Surplus to School Committee composed of the Executive Officer of Human Resources, and one representative from the Union. Notwithstanding 22.06.00 this Committee shall determine the surplus declaration of such school.

### 22.08.00

For the purpose of Clause 22.06.00 only, the minimum additional qualifications required for assignment to special programs are as follows:

- a) for Special Education, French, Library, Guidance and English-as-a-Second-Language: as per Regulation 298.
- b) for Intermediate Music: Part 1 of Ministry Music course plus one of the following:
  - i. Music Degree;
  - ii. Degree with a minor in Music;
  - iii. Grade VIII practical and Grade II rudiments or equivalent,
- c) for Intermediate *Art*: one of;
  - i. Degree in Visual *Art*, Fine *Art*, *Art*, or
  - ii. ~~Part~~ II of Ministry Visual *Art* course
- d) for Intermediate Physical Education: one of;
  - i. Degree in Physical Education, or
  - ii. Part II of the Ministry Physical Education course.

### 22.09.00

The Executive Officer of Human Resources shall, in consultation with the Principal, identify and notify in writing, those Members to be declared surplus as identified by 22.00.00 through 22.08.00 prior to March 31.

### 22.10.00

Surplus teachers may apply for all advertised vacancies for which they are qualified.

### 22.11.00

Surplus Members placed in a position for the following September have a right of return to their original school for openings for which they are qualified, for that September and the following September provided the Member has not declined a valid recall assignment from their original school. This does not apply to positions resulting from 22.06.00. For purposes of clarification, a valid recall is a recall to a position of equal percentage for which the Member is qualified or is willing to become qualified by the following September.

## **ARTICLE 22 - SURPLUSTO SCHOOL (cont'd)**

### **22.11.01**

Surplus Members successful in their application for advertised September vacancies may return to their original school for openings for which they are qualified, for that September and the following September provided the Member has not declined a valid recall assignment from their original school. This does not apply to positions resulting from 22.06.00. For purposes of clarification, a valid recall is a recall to a position of equal percentage for which the Member is qualified or is willing to become qualified by the following September.

### **22.12.00**

The placement of surplus Members by the Executive Officer of Human Resources or designate shall be so that the Member with the least seniority shall be the last placed if qualifications are otherwise equal.

### **22.13.00**

Part-time Members shall be considered for an increase in employment status for September 1 based on qualifications and available vacancies, after surplus staff is placed and prior to external hiring. To be considered, part-time Members must have registered their desire to increase their employment status in writing to the Manager of Human Resources – Elementary prior to February 15.

## **ARTICLE 23 – LAY-OFF AND RECALL**

### **23.00.00**

The Executive Officer of Human Resources may declare Members laid-off, Members declared laid-off shall be the least senior Members in the employ of the Board.

Should the Ministry of Education funding formula not be received in time to proceed within the dates set out in Article 23, the parties agree to meet and discuss possible modifications to those dates and determine by mutual agreement any possible changes that may be required.

### **23.01.00 – Notice of Lay-off**

The number of full-time equivalent Members who are to be given notice that their employment is to be terminated shall be no greater than:

- a) the number of full-time equivalent teachers known to be employed and available for employment for the forthcoming September, less
- b) the number of full-time equivalent teachers required under employment with the Board and available for employment for the forthcoming September.
  - a) shall be based on the following information known as of March 3, for the following September:
    - i. number of approved leaves;
    - ii. number of Members returning from leave;
    - iii. number of approved retirements;
    - iv. number of approved changes in assignment;
    - v. number of approved resignations.

## ARTICLE 23 -LAY-OFF AND RECALL (cont'd)

### 23.01.00 –Notice of Lay-off (cont'd)

- b) shall be based on the following:
  - i. January 31 projected enrolments for September 30 as compiled by Business Services and Human Resources, as approved by the Director of Education;
  - ii. additional staffing as approved by the Board through the annual budget process.

Prior to the Members being given notice that their employment is to be terminated, the Executive Officer of Human Resources will meet with the Union to review the number of teachers to be given notices.

### 23.02.00

The Executive Officer of Human Resources shall notify in writing Members who are to be laid off.

### 23.03.00

Members who have received notice of lay-off may not apply for internal advertisements.

### 23.04.00 - Laid Off Members

The number of full-time equivalent Members whose employment is to be terminated shall be no greater than:

- a) the number of full-time equivalent teachers known to be employed and available for employment for the forthcoming September, less:
  - b) the number of full-time equivalent teachers required for September 30 of the next school year;
    - a) shall be based on the following information known as of May 10 for the following September:
      - i. number of approved leaves;
      - ii. number of Members returning from leave;
      - iii. number of approved retirements;
      - iv. number of approved changes in assignments;
      - v. number of approved resignations.
    - b) shall be based on the following:
      - i. January 31 projected enrolments for September 30 as compiled by Business Services and Human Resources, as approved by the Director of Education;
      - ii. additional staffing as approved by the Board through the annual budget process.

Prior to Members' being given termination letters, the Executive Officer of Human Resources will meet with the Union to review the number of teachers to be given letters.

### 23.05.00

The number of Members whose employment is to be terminated in 23.04.00, shall be no greater than the number of full-time equivalent teachers known on the date of the Board's last meeting in May to be employed for the forthcoming September less the number of full-time equivalent teachers projected to be required for employment for September 30 of the next school year.

## ARTICLE 23 – LAY-OFF AND RECALL (cont'd)

### 23.06.00

In the event the Board hires new Members prior to the notice of lay-off, the number of full-time equivalent positions declared laid-off, as determined by 23.01.00, shall be reduced by a number equal to the full-time equivalent teachers hired.

### 23.07.00

Members given lay-off notices shall be the least senior Members in the employ of the Board.

### 23.08.00

In the event a Member receives a letter by May 31 in any year indicating that the Member is to be laid-off and has not been placed in alternative employment with the Board on or before May 31 of the same year and has been so notified by the Executive Officer of Human Resources, the Member's employment may be terminated by the Board and such termination becomes effective August 31 of such year.

### 23.08.01

All Members whose employment may be so terminated will be notified in writing by the Director of Education and this notification will clearly state that termination is for reasons of lay-off.

### 23.09.00

Members originally given lay-off notices, but not terminated, shall be considered surplus for purposes of placement and recall. Such Members shall be notified in writing by the Executive Officer of Human Resources of this change in status.

### 23.10.00 - Reinstatement of Laid Off Members

A Lay-off List, by seniority, will be kept of all Members declared laid-off. Reinstatement of qualified Members in good standing will occur from this Lay-off list prior to any external hiring. Until August 31 and as the number of positions required for each September will permit, reinstatement will be in the reverse order of seniority so that the least senior Member is the last reinstated. When reinstated, Members will be credited with the teaching experience they held at the time they were declared laid-off.

### 23.10.01 - Call Back to Vacancies

If suitable vacancies exist, opportunities for positions in the secondary panel will be considered for Members who are the least senior and surplus to the needs of the elementary panel who are qualified to teach in the other panel. Members shall have the right to refuse such a position and to be placed on a list for recall to the elementary panel should a suitable position become available.

### 23.10.02

Providing there are no Union Members on the recall list, an elementary teacher who has been laid off and who has been hired in the secondary panel shall have consideration to return to an elementary teaching vacancy for three (3) years, for which he/she is qualified before any external hiring takes place.

**ARTICLE 23 –LAY-OFF AND RECALL (cont’d)**

**23.10.03**

Call back to suitable vacancies shall be made in the following order:

- Members on the Recall List
- Increase in Status of Employment
- Probationary Vice-Principal Returning to the Union
- Consideration will be given for Long-Term Occasional Teachers
- Former Elementary Members seeking an opportunity to return from the Secondary Panel
- Consideration will be given to Secondary Teachers who have been laid off
- External Hiring

**23.11.00**

Members shall notify the Executive Officer of Human Resources or designate in writing after receipt of the termination letter, of their desire to be reinstated if positions become available. This notification shall be given by June 15 of each year the Member remains on the Lay-off list.

**23.12.00**

Notwithstanding Clause 23.10.00 the Executive Officer of Human Resources will reinstate the most senior Member(s) qualified to teach in programs requiring special qualifications, on the condition that more senior Members are neither interested nor able to acquire the needed qualifications, prior to or within the first year of that assignment.

**23.13.00**

Notwithstanding Clause 23.10.00 the Executive Officer of Human Resources may hire new teachers for positions for which no qualified Member is available, prior to the reinstatement of all laid-off Members. Such hiring is subject to the condition that laid-off Members are neither interested nor able to acquire the needed qualifications, prior to or within the first year of that assignment.

**23.14.00**

The Bargaining Unit shall be notified within five (5) days of the number of full time equivalent teachers hired or reinstated according to Clauses 23.06.00, 23.12.00 and 23.13.00.

**23.15.00**

After August 31 Members terminated for reasons of lay-off shall be offered positions that may occur within the Board, for up to three (3) years, for which they are qualified, or are willing to acquire the necessary qualifications prior to or within the first year of that assignment as per 23.11.00.

**23.16.00**

The Board shall offer positions as they occur for up to three (3) years to qualified Members, or Members who are willing to acquire the necessary qualifications prior to or within the first year of that assignment, in the reverse order of seniority so that the least senior qualified Member is the last offered the position.

## ARTICLE 23 -LAY-OFF AND RECALL (cont'd)

### 23.17.00

Members have a responsibility to remain current regarding Board initiatives while on the Lay-off list. The Board has a responsibility to provide access to Halton professional development/program in-service opportunities at the Member's cost. The Board will communicate such opportunities to redundant Members.

### 23.17.01

Laid-off Members will inform the Executive Officer of Human Resources in writing of additional qualifications received.

### 23.17.02

Laid-off Members, in good standing, will be added to the casual occasional teaching pool.

### 23.17.03

Laid-off Members will have access to job postings for vacant positions within the Board.

### 23.17.04

It is the responsibility of the laid-off Member to provide the Executive Officer of Human Resources with a current telephone or other contact number. The Board shall have no further obligation to a Member who:

- 1) refuses a position of equal or greater employment percentage entitlement, at the time of her/his lay-off for which s/he is appropriately qualified, or
- 2) who cannot be contacted within five (5) working days.

### 23.17.05

The Board will make available to Laid-off Members a Base Benefits Plan. Participation will be at the Laid-off Members option and premiums would be paid by the Laid-off Member.

### 23.18.00 - Severance Pay

Members who have passed their probationary period who are terminated at the end of the school year for reasons of lay-off, shall be eligible for severance pay if no job for which they are qualified in the elementary panel can be made available to them.

### 23.18.01

Severance pay shall be made at the rate of 1/25 of annual salary for each year of service with the Halton District School Board, subject to a maximum of 1/3 of annual salary.

### 23.18.02

Severance pay shall be paid to the Member by October 15 in the calendar year in which the Member's employment is terminated.

## **ARTICLE 24 - REDRESS PROCEDURE**

### **24.00.00**

Grievance shall mean a complaint in writing relating to the interpretation, application, administration, or alleged violation of any provision of this Agreement. The procedures as outlined shall be used.

### **24.01.00**

The grievance shall stipulate the name of the grievor; shall identify the grievor's work location; shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the section or sections of the Agreement claimed violated; shall state the relief requested. The grievance shall be signed by the grievor and an authorized representative of the Union.

### **24.02.00**

The authorized representatives of the parties for the purposes of this Article shall be: for the Union, the President of the Union or designate as identified in writing; for the Board, the Director of Education or designate as identified in writing. The Board or Union shall identify in writing their authorized representative upon request by either party.

### **24.03.00 - Individual Grievances**

It is understood that a Member has no grievance until the Member has first given the immediate supervisor (e.g. Principal, in the case of Members in schools) an opportunity to address the Member's complaint. The discussion with the immediate supervisor must be initiated within ten (10) days from the time when the circumstances giving rise to the grievance were known or should have been known to the Member. The immediate supervisor's response to the Member shall be given in writing within ten (10) days of the aforementioned discussion.

### **24.03.01**

Failing resolution of the complaint, within ten (10) days of the Immediate Supervisor's reply to the complaint, a Member may submit the grievance, in accordance with 24.01.00, through the following steps for review. Unless otherwise stipulated herein or by mutual consent in writing of the parties (through authorized representatives of the Board and Union), a grievance must proceed through all the steps of the grievance procedure before it may be referred to arbitration.

The steps shall be as follows:

- i. Step I – Executive Officer of Human Resources or designate
- ii. Step II – Director

### **24.03.02**

Each person replying to the grievance at each step in the grievance procedure shall have ten (10) days from receipt of the grievance in which to reply in writing. The grievor, through the Union, shall have ten (10) days from receipt of the reply at each step to submit the grievance to the subsequent step; failure to do so will result in the grievance being deemed to be abandoned.

### **24.03.03**

Where the parties mutually agree in writing, through their authorized representatives, a meeting may be held between the grievor, the Union representative and the Board's respondent at either Step I or Step II.



## **ARTICLE 24 - REDRESS PROCEDURE** (cont'd)

### **24.03.04**

If a respondent fails to reply to a grievance within the designated time, the grievor may submit the grievance to the subsequent step in the procedure.

### **24.03.05**

The Union may continue or process a grievance through the grievance/arbitration procedure on behalf of a grievor's estate with the written consent of the estate.

### **24.04.00 - Arbitration**

The grievance may be referred to arbitration by the Union only after both steps in the grievance procedure have been exhausted unless a step has been waived by mutual consent of both parties in writing, through their authorized representatives. The party seeking arbitration shall notify the other party in writing of its desire to submit the grievance to arbitration within twenty (20) days of the Director's reply. The notification shall contain the name of the party's appointee to the Board of Arbitration. The recipient party shall, within ten (10) days of receipt of such notification, advise the other party of its appointee to the Board of Arbitration.

### **24.04.01**

The two (2) appointees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chair. If the recipient party fails to appoint an arbitrator, or if the appointees fail to agree upon a Chair within the time limit, the appointment of the Chair shall be made by the Minister of Labour upon the request of either party. The Board of Arbitration shall hear and determine the grievance and shall issue a binding decision upon the parties and upon any Member affected by it. The decision of a majority shall be the decision of the Board of Arbitration and if there is no majority the decision of the Chair shall govern.

### **24.04.02**

No person shall be appointed as arbitrator who has been involved in the negotiation of this Agreement or in attempts to settle the grievance.

### **24.04.03**

Each of the parties hereto will bear the expenses of their appointees and the parties will share equally the expenses of the Chair. All cost related to witnesses called by a party will be paid for by that party.

### **24.04.04**

The Board of Arbitration shall not have any authority to alter or change any of the provisions of this Agreement or to substitute any new provisions in lieu thereof, or to give any decision contrary to the terms and conditions of this Agreement.

## **ARTICLE 24 - REDRESS PROCEDURE (cont'd)**

### **24.04.05**

The parties may agree in writing to seek appointment of a single Arbitrator. Should they be unable to agree on a single Arbitrator, the parties may jointly request the Minister of Labour to make an appointment. Each of the parties will share equally (half and half) the expenses of a single Arbitrator.

### **24.05.00 – Union Policy Grievance and Board Policy Grievance**

- i. A policy grievance is defined as and limited to one which alleges an actual violation relating to the interpretation, application or administration of this agreement, involving more than one (1) Member and which could not under any circumstances be resolved at a lower step of the grievance procedure because of the nature, complexity and scope of the grievance or which could not be taken up as an individual Member's grievance.
- ii. Such policy grievance shall state the facts giving rise to the grievance, including the date on which the incident giving rise to the grievance occurred; shall identify the specific Articles and clauses of the Agreement claimed violated; shall state the relief requested.

### **24.05.01**

The Union or the Board may initiate a policy grievance subject to **24.05.00**, and that in the case of a Union policy grievance the grievance shall be signed by the President of the Union, or designate and in the case of a Board policy grievance the grievance shall be signed by the Director of Education, or designate.

### **24.05.02**

A policy grievance must be initiated within twenty (20) days ~~from~~ the time the circumstances giving rise to the grievance were known or should have been known. In the case of a Union policy grievance, the grievance shall proceed immediately to the Director; in the case of a grievance initiated by the Board or by a representative of the Board, it shall be forwarded to the President of the Union for resolution.

### **24.05.03**

The reply of the Director, in the case of a Union policy grievance; or the reply of the President of the Union or designate, in the case of a Board or representative of the Board's policy grievance, shall be made in writing within twenty (20) days of receipt of the grievance.

### **24.05.04**

Where the parties mutually agree in writing, through their authorized representative, a meeting shall be held between the Director, or designate, and the President of the Union, or designate, prior to the reply to the policy grievance.

### **24.05.05**

Failing settlement, the grievance may be referred to arbitration by either party according to the criteria and timelines in **24.04.02** to **24.04.06** inclusive.

## **ARTICLE 24 - REDRESS PROCEDURE(cont'd)**

### **24.06.00 - General**

It is understood that nothing in this Article precludes the Union or Members from addressing letters of inquiry to the Board through the Director.

### **24.06.01**

All reference to days in this Article shall mean instructional days.

### **24.06.02**

The time limits in this Article are mandatory, but may be extended by the mutual consent, in writing, of the authorized representatives of both parties, or may be modified by Section 48.16 of the Labour Relations Act.

### **24.06.03**

The Board considers the processing of a grievance as the normal exercise of a Member's rights.

### **24.06.04**

Where a teacher has received a termination notice under Clause 05.01.03 the teacher may file a grievance at Step II within ten (10) instructional days of written notice of termination.

### **24.06.05**

Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance/arbitration procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur. Expenses for the Mediator shall be shared equally by both Parties.

### **24.06.06**

A teacher's attendance required by the Board at a grievance meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay unless the teacher has been suspended without pay, employment has been terminated or in some respect the teacher was not entitled to receive pay for the day of the meeting. Normally such meetings will be held outside of the instructional day.

## **ARTICLE 25 - ACCESS TO FILES**

### **25.00.00**

A Member shall be provided with a copy of any written report directly pertaining to that Member within ten (10) working days of issuing the written report.

### **25.00.01**

A Member shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report.

## **ARTICLE 25 - ACCESS TO FILES (cont'd)**

### **25.00.02**

A Member shall be provided with a memo describing the content of any written document received by the Principal from a parent concerning a complaint which names or otherwise identifies the Member, within ten (10) working days of the Principal receiving the complaint.

### **25.01.00**

A Member shall have access to any of the Member's files held by the Board or agent of the Board.

### **25.02.00**

With one instructional day's written notice to the Manager of Human Resources - Elementary, where a Member authorizes in writing access to her/his personnel file by the Staff Officer or President of the Bargaining Unit acting on behalf of the Member, the Board shall provide such access, as well as copies of materials contained therein authorized and requested.

### **25.03.00**

A Member shall be entitled to provide a statement for inclusion in her/his personnel file, in cases dealing with disagreement in information contained within the personnel file.

### **25.03.01**

A disciplinary or adverse report may be removed **from** a Member's files at the discretion of the Executive Officer of Human Resources. A Member shall have the right to request the removal of any disciplinary or adverse report from the Member's file after one year by appealing to the Executive Officer of **Human** Resources.

### **25.04.00**

A Member shall receive photocopies of any document(s) in his/her personnel file(s), as requested.

### **25.05.00**

Upon written request, the Union shall be provided with copies of data relevant to the negotiation and administration of this agreement including, but not limited to the following:

- a) listings of all employees covered by this agreement, indicating their salaries, allowances, category classification, teaching experience, seniority and employment status;
- b) a scattergram showing the number of Members at each position on the grid;
- c) a statement of participation in each benefit plan covered by this agreement including premium costs thereof;
- d) a copy of the master contracts of each insured benefit plan;
- e) data on the Member complement, enrolment, and class size on a school and board-wide basis;
- f) a statement of the current operating budget;
- g) a statement of the current operating expenditures;
- h) information respecting the start and end times for schools;
- i) the general legislative grant technical paper (if available) and the detailed calculation for funding of the Halton District School Board.

## **ARTICLE 25 - ACCESS TO FILES (cont'd)**

### **25.05.01**

The Union understands that the Board will respond to their written request as quickly as possible and, whenever possible, within five (5) working days.

## **ARTICLE 26 - EMPLOYEE RELATIONS COMMITTEE**

### **26.00.00**

An Employee Relations Committee will be established. This committee will meet regularly, on an on-going basis.

### **26.00.01**

The Employee Relations Committee will have equal representation from the Board and the Union. The Board will be represented by Senior Administration. The Union will be represented by the President of the Bargaining Unit, the **Staff Officer** of the Bargaining Unit.

### **26.00.02**

The Committee's mandate will be to discuss and investigate problems or issues of concern relating to employee relations and employee work environment.

## **ARTICLE 27 - HEALTH AND SAFETY**

### **27.00.00**

The Board shall make reasonable provisions for a safe and healthful environment for Members. Both parties will co-operate with regard to the duties and obligations under the Occupational Health and Safety Act and its accompanying regulations.

## **ARTICLE 28 - MEDICAL PROCEDURES**

### **28.00.00**

In the event of a medical emergency, a Member will perform such procedures to the best of their ability as are necessary for the safety and well being of the child. No Member, however, is required to carry out medical/physical procedures as part of his/her regular duties.

### **28.01.00**

Any suspicion of a communicable condition or disease shall be reported to the administration. However, it is not part of the regular duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

## **ARTICLE 29 - WORKING CONDITIONS**

### **29.00.00**

No Member will be required to accept an assignment for which he/she is not qualified.

## ARTICLE 29 - WORKING CONDITIONS (cont'd)

### 29.01.00

Principals shall inform staff of their tentative assignments for the following school year before the first job advertisement is posted.

### 29.02.00

Each Member is entitled to a lunch period of a minimum of forty (40) consecutive minutes free from supervision and instructional responsibilities.

### 29.03.00 - Travel Time

An Itinerant Teacher or a Member who is assigned duties by the Board, at two (2) or more locations in the same day shall be allocated time to travel between the locations and will be paid a travel allowance for mileage between the schools, according to Board Policy.

### 29.04.00 - Staff Meetings

At the beginning of the school year, the Principal will establish a tentative schedule for staff meetings for that school year.

#### 29.04.01

Members can request items be added to the staff meeting agenda.

### 29.05.00 - Early Closing

The Board will close the elementary schools ninety (90) minutes early on the last school day prior to Christmas and Summer break.

### 29.06.00 - School Week

The Board shall provide a school week for teachers of fifteen hundred (1500) minutes.

#### 29.06.01 - Instructional Day

The instructional day shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess/nutrition break(s).

### 29.07.00 - Planning Time - For the School Year 2004-05

The Board will maintain a minimum planning time for full-time teachers of one hundred and fifty (150) minutes per five (5) instructional days (pro-rated for part-time staff), for the exclusive use of each Member to be designated as preparation time free from supervisory and teaching duties from within the Instructional Day as defined in Article 29.06.01. Nothing in this clause requires the Board to implement a five (5) day schedule/cycle.

**ARTICLE 29 – WORKING CONDITIONS (cont'd)**

**29.07.01 – Planning Time – For the School Year 2005-06**

The Board will maintain a minimum planning time for full-time teachers of one hundred and sixty (160) minutes per five (5) instructional days (pro-rated for part-time staff), for the exclusive use of each Member to be designated as preparation time free from supervisory and teaching duties from within the Instructional Day as defined in Article 29.06.01. Nothing in this clause requires the Board to implement a five (5) day schedule/cycle.

**29.07.02 – Planning Time – For the School Year 2006-07**

The Board will maintain a minimum planning time for full-time teachers of one hundred and eighty (180) minutes per five (5) instructional days (pro-rated for part-time staff), for the exclusive use of each Member to be designated as preparation time free from supervisory and teaching duties from within the Instructional Day as defined in Article 29.06.01. Nothing in this clause requires the Board to implement a five (5) day schedule/cycle.

**29.07.03 – Planning Time – For the School Year 2007-08**

The Board will maintain a minimum planning time for full-time teachers of one hundred and ninety (190) minutes per five (5) instructional days (pro-rated for part-time staff), for the exclusive use of each Member to be designated as preparation time free from supervisory and teaching duties from within the Instructional Day as defined in Article 29.06.01. Nothing in this clause requires the Board to implement a five (5) day schedule/cycle.

**29.07.04 – Planning Time – Effective June 30, 2008**

The Board will maintain a minimum planning time for full-time teachers of two hundred (200) minutes per five (5) instructional days (pro-rated for part-time staff), for the exclusive use of each Member to be designated as preparation time free from supervisory and teaching duties from within the Instructional Day as defined in Article 29.06.01. Nothing in this clause requires the Board to implement a five (5) day schedule/cycle.

**29.07.05**

- i. The Principal shall schedule planning time in blocks of twenty-five (25) or more minutes;
- ii. Itinerant teachers shall have their planning time scheduled in blocks of twenty (20) or more minutes and whenever possible the Principal shall endeavour to provide his or her itinerant teacher(s) with a scheduled planning time in minimum blocks of twenty-five (25) minutes.

**29.07.06**

Preparation time shall be used for professional activities as determined by the Member and shall be assigned only during the Instructional Day as defined in Article 29.06.01.

**ARTICLE 29 - WORKING CONDITIONS (cont'd)**

**29.07.07**

Effective for the period September 1, 2004 to August 31, 2008, in addition to the preparation time provided above, the Board agrees that one half of a Professional Activity day will be provided for the exclusive use of each teacher to be designated as in-school preparation time free from supervisory and teaching duties, prorated for part time staff.

The date for the Professional Activity day shall be established through the process of establishing the school year calendar. The parties agree that the use of this one-half Professional Activity day will no longer be available once the two hundred (200) minutes of preparation time has been achieved. The Board shall consult with the Local on how this day may be used in the future.

**29.07.08**

a) For the period September 1, 2004 to August 31, 2006, in addition to the preparation time provided above, the Board agrees that one half of a day covered by an occasional teacher will be provided for the exclusive use of each teacher to be designated as preparation time free from supervisory and teaching duties, prorated for part time staff. The parties agree that this clause becomes null and void at the conclusion of the 2005-2006 school year.

b) Effective September 1, 2006, in order to provide additional time for report card preparation or other teacher initiated activities the Board agrees that one half of a Professional Activity day will be provided for the exclusive use of each teacher to be designated as a preparation time free from supervisory and teaching duties, prorated for part time staff. This day shall be held in conjunction with the Professional Activity day as outlined in 29.07.07.

**29.08.00**

Elementary students, junior kindergartenthrough to grade 8, will be taught by elementary teachers.

**29.08.01**

Elementary teachers shall be supervised by elementary administrators.

**29.09.00**

Scheduled duty shall be allocated in an equitable manner within the school.

**29.10.00**

It is recognized that extracurricular activities are voluntary.



## **ARTICLE 29 - WORKING CONDITIONS (cont'd)**

### **29.11.00 - Supervision Time**

- (a) Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred (300) minute instructional day, **as** defined in 29.06.01. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional day as defined in 29.06.01.

For clarification supervisory duties include assigned duties such as yard duty, hall duty, lunchroom/nutrition duty, and any other assigned duties, undertaken before the start of opening exercises or the start of instruction in the *morning*, whichever comes first, before the commencement of classes following the lunch/nutrition intervals, during recesses or after the instructional day.

(i) effective September 1, 2005, the Board shall make every reasonable effort to ensure that no teacher is required to perform in excess of one hundred (100) minutes of supervision time in a five (5) day instructional week provided that student safety is protected and subject to there being no additional cost to the Board.

(ii) effective September 1, 2006, the Board shall ensure that no teacher is required to perform in excess of one hundred (100) minutes of supervision time for a five (5) day instructional week provided that only student safety is protected and subject to there being no additional cost to the Board.

(iii) effective September 1, 2006, the Board shall make every reasonable effort to ensure that no teacher is required to perform in excess of eighty (80) minutes of supervision time in a five (5) day instructional week provided that student safety is protected and subject to there being no additional cost to the Board.

- (b) Effective September 1, 2005 no teacher shall be required to perform supervision duties in excess of the average amount of supervision time assigned in his or her school **as** of March 1, 2005, subject to modifications or changes in the present worksite, or a change to a different worksite. In the event of such change the supervision time shall be equitable to the supervision time required of other teachers in the same school. If there is no such modification **or** change, each teacher shall continue to be required to perform the same amount of supervision duties **as performed** as at March 1, 2005 so long **as** the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.
- (c) Members on part-time assignment shall be assigned to perform a pro-rated amount of supervision time in accordance with their teaching assignment.
- (d) The Board and the Union shall establish a Joint Supervision Committee made up of four (4) representatives of the Federation and up to four (4) representatives of the School Board no later than May 15. In addition, each school shall establish a local School Supervision Committee made up of the principal and/or vice-principal, the Workplace Steward and two (2) additional teachers appointed by the ETFO Members assigned to the school.

## **ARTICLE 29 – WORKING CONDITIONS (cont'd)**

### **29.11.00 - Supervision Time** (continued)

- (e) The Joint Supervision Committee will, no later than June 1, develop supervision guidelines for schools to implement for the following September. By June 15, of each school year, each School Supervision Committee shall create and submit a proposed supervision schedule for the following school year to the Joint Supervision Committee for approval.
- (f) If the School Supervision Committee cannot agree on a supervision schedule or if there is a dispute with respect to the supervision schedule at the school level, the Joint Supervision Committee shall develop an alternate supervision schedule which is consistent with provisions of this agreement. In the event that the Joint Supervision Committee is unable to agree on such model prior to June 30, of the relevant school year, the differences between the parties shall forthwith be forwarded to the Provincial Committee for a binding decision.
- (g) Supervision time shall be assigned in an equitable manner only in accordance with the school's approved supervision schedule. However, notwithstanding paragraph (a) teachers may be assigned supervision that does not appear on the school's supervision schedule in unforeseen circumstances (example: school closure due to inclement weather) or emergency situations. Such supervision does not constitute assigned supervision time for the purpose of the limits set forth above.

## **ARTICLE 30 - ACTING ADMINISTRATIVE POSITIONS**

### **30.00.00**

The Parties agree that an employee who is a Member of the Bargaining Unit may substitute for an absent Vice-principal or Principal for a period of not less than a day, but not more than twenty (20) consecutive instructional days or forty (40) instructional days in a school year.

### **30.00.01**

The Acting Administrative Teacher shall be paid the following salary if the Member replaces an absent Vice-Principal or Principal for a period that exceeds three (3) consecutive instructional days, the salary will then be retroactive to the first instructional day the Member substituted for the absent Vice-principal or Principal:

- a) The calculation for any additional salary will be based on the annual salary of Step 0 of the Vice-Principal/Principals' Salary Schedule, divided by the number of school days in that school year, times the number of instructional days in the position. This salary shall be in lieu of the employee's regular salary and allowances, unless the regular salary of the Member is greater.
- b) There will be no additional compensation to the Member's regular salary and allowance, if the duration of the assignment is for three (3) consecutive instructional days, or less.

## **ARTICLE 30 - ACTING ADMINISTRATIVE POSITIONS (cont'd)**

### 30.00.02

The employee will continue to be subject to all terms and conditions of this Collective Agreement, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

### 30.00.03

A Member who is an Acting Administrative Teacher may resume the Member's regular Bargaining Unit duties subject to two (2) instructional days written notice to the appropriate Supervisor.

### 30.00.04

A Member shall receive two (2) instructional days notice, whenever possible, of the request that the Member substitute as an Acting Administrative Teacher for an absent Vice-principal or Principal.

### 30.00.05

A Member shall have the right to refuse the request to substitute for an absent Vice-principal or Principal.

### 30.00.06

An occasional/supply teacher may be hired to replace a Member of the Bargaining Unit who is acting as an Acting Administrative Teacher. However, if the Member is in an Acting Administrative Teacher role for more than one (1) day for the same assignment, then an occasional/supply teacher shall be hired to replace the Member.

### 30.01.00 – Acting Vice-Principal/Principal

When a Vice-Principal or Principal will be absent from the school for a period of more than twenty (20) consecutive instructional days but less than one school year, the Board may appoint a teacher as an Acting Vice-Principal/Principal to fulfill the duties of the absent administrator.

#### 30.01.01

The Bargaining Unit Member shall receive the applicable salary in accordance with Step 0 of the Vice-Principal/Principals' Salary Schedule. Benefit coverage will continue in accordance with Article 11, under the Collective Agreement.

#### 30.01.02

The Bargaining Unit Member in an Acting Vice-Principal/Principal position, shall be entitled to return to the Member's former position in the Bargaining Unit 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 Bargaining Unit provided that the Member's term(s) as Acting Vice-Principal/Principal does not exceed one hundred and ninety three (193) school days in any school year. Appointment of the same Bargaining Unit Member to a position of Acting Vice-Principal/Principal on more than one occasion, shall require the written mutual consent of the parties.

**ARTICLE 30 - ACTING ADMINISTRATIVE POSITIONS (cont'd)**

**30.01.03**

The Member acting in a Vice-Principal or Principal role shall continue to have deductions of Union/Bargaining Unit dues.

**30.01.04**

An occasional teacher will be hired to replace a Member of the Bargaining Unit, who is appointed as an Acting Vice-Principal/Principal.

**30.01.05**

Nothing in this Article prevents the Member from resuming the Member's regular Bargaining Unit duties subject to two (2) weeks written notice to the appropriate supervisor.

**30.02.00**

Bargaining Unit Members serving as an Acting Administrative Teacher or as an Acting Vice-Principal/Principal shall not discipline or evaluate other Bargaining Unit Members.

**ARTICLE 31 – PROBATIONARY VICE-PRINCIPALS**

**31.00.00**

Further to the provisions of the Education Quality Improvement Act, 1997, the Board and the Union agree that a Probationary Vice-Principal, on a one time only basis, may elect to enter a vacancy within the Union, within the first school year, or equivalent time, from his/her appointment as a Probationary Vice-Principal.

**31.00.01**

If such a person does so elect to return to or enter the Union, he or she shall return to or enter the Union with full seniority equivalent to all years of service with the Board while he/she was a Union Member.

**31.00.02**

Upon such person's return to the teacher bargaining unit, he or she may exercise his or her seniority with respect to teaching job assignments, preferences, and with respect to redundancy and recall rights in the same manner as any other Member of the bargaining unit.

**31.00.03**

Probationary Vice-Principals will have the duties and responsibilities of a Vice-Principal, including Appraisal and discipline of staff.

## **ICLE 32 - UNION REPRESENTATIVE**

### **32.00.00**

The Board shall provide a bulletin board for the use of the union at an appropriate location in each workplace upon which the union shall have the right to post notices relating to matters of interest to the union and the Members.

### **32.01.00**

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

### **32.02.00**

The Board shall provide the Union with access to the Board's courier services, at no cost, in order to conduct Union business.

### **32.03.00**

The Board shall give the Members access to meeting rooms for Union activities outside the instructional day for students, at no cost, provided this does not interrupt the instructional program, school or rental functions of the Board.

### **32.04.00**

The Union shall have access to its Members for Union business at schools and workplaces provided that this does not interrupt the instructional day.

## **ARTICLE 33 - PART-TIME TEACHERS**

### **33.00.00**

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

### **33.01.00**

A Member with a part-time assignment who, prior to February 15, requests a return to his/her full-time status commencing the following school year will be treated as a full-time teacher for purposes of staffing, and be given a full-time assignment, subject to the lay-off procedures in Article 23.

### **33.02.00**

A Member with a full-time assignment who requests a reduced assignment commencing the following school year must have his/her request submitted prior to February 15.

### **33.02.01**

On return to a full-time assignment, the Member has the right to continue to be a Member of the staff of the school in which the Member had a part-time assignment, subject to the lay-off procedures in Article 23.

## **ARTICLE 33 - PART-TIME TEACHERS (cont'd)**

### **33.02.02**

In the event that a Member's request for a reduced assignment cannot be accommodated within the school's organization, the Principal shall inform the Member of the reasons for the decision.

### **33.03.00**

Members employed on a regular part-time basis are included under the salary schedule and shall receive annual salaries with annual increases and allowances. The annual salary received shall be a percentage of the salary as indicated in Article 10, and shall be determined by the ratio of the part-time Member's instructional hours to the full instructional day (excluding lunch) of the school where the part-time Member assumes teaching duties. Allowances in this Collective Agreement shall also be pro-rated for part-time Members.

### **33.04.00**

A Member on part-time assignment shall be credited with the number of full school days of sick leave pro-rated to the percentage of the time the Member is required to perform the duties and discharge the responsibilities of the teaching assignment in accordance with Article 16.

### **33.05.00 - Scheduling of Teacher's Timetable**

In assigning duties to a Member on part-time assignment, the Board will endeavour to schedule assignments consecutively.

### **33.05.01**

The timetable assigned to a part-time teacher shall be calculated by multiplying their percentage assignment by the actual instructional time of a student in that same division at the same school.

### **33.06.00 - Benefit Premiums and Contributions**

Effective March 1, 2000, Board contributions to benefit premiums, for the benefit month, referred to under Article 11 (Insured Employee Benefits) shall be as follows:

1. The Member will be entitled to fifty per cent (50%) of Board contributions if the Member has less than a 50% assignment;
2. The Member will be entitled to one hundred per cent (100%) of Board contributions if the Member's assignment is equal to or greater than fifty per cent (50%) assignment.
3. The Member will not be entitled to any Board contributions if the Member is on unpaid leave of absence, with the exception of Pregnancy/Adoptive/Parenting Leave (based upon statutory requirements); or if the Member is on long term disability and meets the criteria under Article 11.04.01.
4. A Member will maintain her/his existing Board contributions for the school year if she/he changes employment status from a health paid leave to a health unpaid leave.
5. A Member on Pregnancy/Adoptive/Parenting leave or extension to the leave under 18.01.01 or 18.03.00, whose legislated leave, with or without extension, ends during the summer months following the leave, shall have their benefits paid for by the Board through the subsequent summer months.

## ARTICLE 34 - SANCTIONS

### 34.00.00

The Union shall not strike and the Board shall not lock-out during the effective period of this Agreement or of any renewal thereof. The terms "strike" and "lock-out" shall be as defined in the Labour Relations Act.

## ARTICLE 35 - STRIKE BY OTHER BOARD EMPLOYEES

### 35.00.00

In the event of a strike by employees of the Board other than Members of the Union the Board and the Union recognizes the following considerations:

#### 35.00.01

Members of the Union, employed by the Board, are bound to honour the terms and conditions of the Collective Agreement under which they have been hired, subject to applicable legislation and regulations;

#### 35.00.02

In the event of a strike by other Board employees, the Board shall notify the President of the ETFO Halton Teachers' Local immediately the situation is evident;

#### 35.00.03

Where other Board employees are on strike and picket a school, a Member of the Union is in breach of their employment with the Board if the Member fails to enter the school and carry on their duties if it is possible for the Member to do so without danger to the Member's person or property;

#### 35.00.04

A Member of the Union is not in breach of their employment with the Board if the Member refuses to enter a school that is closed by the Medical Health Officer;

#### 35.00.05

A Member of the Union shall, if directed, be required to fulfill their professional duties, subject to the Acts and Regulations at another location designated by the Board;

#### 35.00.06

When other Board employees are on strike, a Member of the Union shall carry on their regular professional duties to the best of the Member's ability without assuming functions that are normally discharged by the Board employees on strike;

#### 35.00.07

In cases where the duties required are not those performed specifically by the Member, the obligations of a Member under Section 264 of the Education Act shall be deemed to be performed by informing the Board of the non-performance of these duties and the reasons therefore.

## **ARTICLE 36 – RESIGNATION/RETIREMENT**

### **36.00.00**

A Member, shall notify the Board, in writing, of the Member's intent to resign/retire by November 30 for a resignation/retirement to take effect December 31 and by April 30 for a June 30 resignation/retirement.

### **36.01.00**

Nothing herein prevents a Member and the Board from mutually agreeing to the Member's resignation/retirement at any time.

#### **36.01.01**

It is agreed that this permission shall not be unreasonably denied.

### **36.02.00**

In situations where the Board does not agree to an Member's resignation/retirement at a time other than December 31/June 30, the reason for the denial shall be provided to the Member within ten (10) days.



Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")

and

The Elementary Teachers' Federation of Ontario, Halton District  
(hereinafter referred to as the "Union")

**Continuing Education Credit Teachers**

For the period September 1, 2004 to August 31, 2008, the parties agree that elementary members employed as Continuing Education Credit teachers will be covered by the terms and conditions of employment as appended to the Halton District School Board and the O.S.S.T.F. District 20 Collective Agreement September 1, 2004 to August 31, 2008.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

Dusty Papke  
Director of Education

Dawn Beckett-Morton  
Executive Officer of Human Resources

Carla Kisko  
Superintendent of Business Services

Sue Dykstra  
Manager of Human Resources

Sharon Leonard  
Manager of Human Resources

Debbie Eggleton  
Human Resources Administrator

Catherine Rhodes  
Human Resources Administrator

Grant Clatworthy  
Principal

Brent Phillips  
Vice-principal

**For the Union:**

Bill Martin  
ETFO, Provincial

Maureen Weinberger  
President, ETFO, Halton Local

Catherine Long  
Vice President, ETFO, Halton Local

Brian Charbonneau  
Staff Officer, Chief Negotiator ETFO, Halton Local

John Henley  
Member, Collective Bargaining Committee

Kris Lyman  
Member, Collective Bargaining Committee

Margaret MacFarlane  
Member, Collective Bargaining Committee

**Letter of Agreement**  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")

and

The Elementary Teachers' Federation of Ontario, Halton District  
(hereinafter referred to as the "Union")

**Board-Wide Positions of Responsibility**

The parties agree that:

1. New Instructional Coordinator and Instructional Consultant positions, and/or similar positions of responsibility, shall be designated by panel when they are posted/advertised.
2. In the event that a position is determined to be cross-panel, the Board agrees to convene a meeting of two representatives appointed by the Board, two representatives appointed by ETFO and two representatives appointed by OSSTF to discuss and determine the panel designation. In the event there is no agreement, the Executive Officer of Human Resources shall decide.
3. The Superintendent of Education/School Programs will provide organizational charts and descriptions for positions of responsibility for current staff.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

Dusty Papke

Director of Education

Dawn Beckett-Morton

Executive Officer of Human Resources

Carla Kisko

Superintendent of Business Services

Sue Dykstra

Manager of Human Resources

Sharon Leonard

Manager of Human Resources

Debbie Eggleton

Human Resources Administrator

Catherine Rhodes

Human Resources Administrator

Grant Clatworthy

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Brent Phillips

Vice-Principal

**For the Union:**

Bill Martin

ETFO, Provincial

Maureen Weinberger

President, ETFO, Halton Local

Catherine Long

Vice President, ETFO, Halton Local

Brian Charbonneau

Staff Officer, Chief Negotiator ETFO, Halton Local

John Henley

Member, Collective Bargaining Committee

Kris Lyman

Member, Collective Bargaining Committee

Margaret MacFarlane

Member, Collective Bargaining Committee

Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")

and

The Elementary Teachers' Federation of Ontario, Halton District  
(hereinafter referred to as the "Union")

**Hours of Insurable Earnings**

Without prejudice to the number of hours actually worked by an individual teacher in connection with the teacher's professional duties and for the limited purpose of completing the forms under the Employment Insurance Act and without prejudice to the respective positions of the Board and Union as to the number of hours worked on a daily basis by the average teacher.

The undersigned parties have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employers can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10 (2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that Members working a full time assignment shall be deemed to have worked at least eight (8) hours each work day they are employed. Part-time Members working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

Dusty Papke

Director of Education

Dawn Beckett-Morton

Executive Officer of Human Resources

Carla Kisko

Superintendent of Business Services

Sue Dykstra

Manager of Human Resources

Sharon Leonard

Manager of Human Resources

Debbie Eggleton

Human Resources Administrator

Catherine Rhodes

Human Resources Administrator

Grant Clatworthy

Principal

Brent Phillips

Vice-Principal

**For the Union:**

Bill Martin

ETFO, Provincial

Maureen Weinberger

President, ETFO, Halton Local

Catherine Long

Vice President, ETFO, Halton Local

Brian Charbonneau

Staff Officer, Chief Negotiator ETFO, Halton Local

John Henley

Member, Collective Bargaining Committee

Kris Lyman

Member, Collective Bargaining Committee

Margaret MacFarlane

Member, Collective Bargaining Committee

Letter of Agreement  
between  
The Halton District School Board  
(hereinafter referred to as the "Board")

and

The Elementary Teachers' Federation of Ontario, Halton District  
(hereinafter referred to as the "Union")

**Occasional Teacher Shortage**

After June 1, 1998, where an Occasional Teacher has been sought through the Halton Absentee Reporting and Replacement Information (HARRI) System and the school was not provided with a substitute for a teacher's absence and as a result another teacher within the school provided coverage and therefore did not receive his/her planning time allocation in accordance with the Collective Agreement, the school will call in an Occasional teacher within two weeks to provide that teacher with the appropriate planning time. The amount of planning time allocated will be the equivalent of the amount of time lost when they were doing the coverage for the absent teacher.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

Dusty Papke

Director of Education

Dawn Beckett-Morton

Executive Officer of Human Resources

Carla Kisko

Superintendent of Business Services

Sue Dykstra

Manager of Human Resources

Sharon Leonard

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Vice-Principal

**For the Union:**

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Letter of Agreement  
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**Exceptional Needs/Self Contained Students**

Whenever possible,

- i) the Board shall limit the number of students identified as exceptional, with resource support placement, within one classroom to four (4), and
- ii) the integration of self-contained students in the regular class will not normally allow the class size to pierce the upper limit for that division.

This Letter of Agreement is not subject to the Redress procedure Article 24.

Any complaint relating to the interpretation, application, administration or alleged violation of this Letter of Agreement will be forwarded to the Executive Officer of Human Resources for a decision. The decision of the Executive Officer of Human Resources is final.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

Dusty Papke

Director of Education

Dawn Beckett-Morton

Executive Officer of Human Resources

Carla Kisko

Superintendent of Business Services

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**Reimbursement for School Purchases**

Teachers are not required to use personal funds to purchase school supplies.

Teachers are required to have prior authorization from the School Principal in order to be reimbursed for classroom purchases out of the school budget. To receive reimbursement, original receipts must be submitted.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

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Director of Education

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Personal Day - 17.01.03

It is understood that the Personal Day may not be used to extend vacation periods during the school year.

Confirmation from the Manager of Human Resources - Elementary must be received prior to the day being taken.

For confirmation, one day per school year is allowed and the reasons for such leave include but are not limited to:

- a Moving Day
- a A day to attend to the placement of an immediate family member or immediate relative by marriage in an institution - i.e. Nursing Home
- a To attend to a terminally ill immediate family member or immediate relative by marriage
- e An appointment with professional/specialists i.e. doctor, lawyer, that cannot be scheduled other than during the school day.
- a To be a member of a wedding party or attend the wedding of an immediate family member or immediate relative by marriage, (but not as the bride or the groom).
- e To attend a PD Session where PD funds have been exhausted either by the school or the union and the session will benefit the students and the school with the support of the Principal.
- e To attend a major competition where a son or daughter is participating
- e To attend a school field trip with son/daughter.
- e To attend an IPRC meeting or JK visitation at son/daughter's school
- e To attend a significant event to recognize an immediate family member or immediate relative by marriage
- e To attend an event where an immediate family member or immediate relative by marriage is receiving a significant award.
- e To attend an out of town/province family reunion.
- e To be a participant in a major athletic event, i.e., Boston Marathon.

Where immediate family member and immediate relative by marriage is referenced above, the definition is that contained in Clause 17.00.03.

While no request shall be unreasonably denied, consideration will be based on school circumstances at the time of request.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

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**Positions of Added Responsibility**

Advertisements for positions of added responsibility will include the following:

- Length of the term
- General job responsibilities
- 10 month or 12 month position
- Supervision for the position
- Salary

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

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**Employment Insurance Rebate**

In the event that an Employment Insurance rebate is payable to the membership the Board agrees, on the understanding that the Union has raised this issue with their membership, to rebate these monies to the Union directly.

The Union agrees that they will not process any grievances from their membership relating to E.I. rebate issue.

The Union further agrees that, should the Board incur any costs associated with any type of legal action related to the propriety of rebate in the E.I. monies to the Union, the Union will fully indemnify the Board for the costs.

Signed at Burlington this 8th day of June, 2005.

**For the Board:**

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Director of Education

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Superintendent of Business Services

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Teachers' Development Account

A one-time allowance for each full time Teacher shall be provided by the Ministry of Education. The money provided by the Ministry of Education for the Teachers' Development Account will be forwarded to the Bargaining Unit for distribution to eligible teachers in accordance with the Letter Of Understanding. The Board agrees to provide these funds in the amount of \$821,197.00 (eight hundred twenty one thousand one hundred ninety seven dollars) as soon as possible after ratification by both parties but no later than June 30, 2005.

An amount shall be paid to each teacher who makes a claim and was on the Board's payroll, or on a statutory pregnancy/adoptive/parental leave of absence, for all or part of the 2004-2005 school year. The Board shall provide a list of teachers on the payroll as above, to the Union stating the Teacher's position, assignment percentage, date of hire if not previously employed by the Board prior to September 1, 2004, date of resignation/retirement if earlier than June 30, 2005. The amount paid to each Teacher who makes a claim will be determined by the figures generated above.

Teachers with less than 1.0 F.T.E. and/or worked less than a full school year during the 2004-2005 school year shall receive a prorated portion of this amount. It is understood that the total amount payable shall not exceed the total amount provided for this purpose by the Ministry of Education.

The amount used for the purpose of reimbursing each Teacher for expenses incurred for computers, software, peripherals, professional material and courses related to their employment, including courses provided by the Board.

Teachers shall submit the attached claim form with proof of expenditures for reimbursement to the Bargaining Unit by November 30, 2005 and shall be reimbursed by the Bargaining Unit in a timely manner.

Any unclaimed amounts, which could otherwise have been paid to Teachers, shall be retained by the Bargaining Unit to be used for professional development.

The Union agrees to provide the Board a written report with an accounting of the use of the funds by March 30, 2006 and to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

The Union shall retain copies of all receipts submitted by the Teachers which shall be provided to the Board in the event they are required for audit purposes.

If any aspect of this letter of understanding is in conflict with the direction or guideline from the Ministry of Education concerning the Teachers' Development Account, the parties shall meet to discuss and resolve the matter.

Dated at Burlington, Ontario this 8th day of June 2005.

**For the Board:**

Dusty Papke  
Director of Education

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### Salaries

1. If in accordance with paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial government provides to the Board additional funding specifically for elementary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 10 of this Agreement), then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.

For clarity, paragraph 5 reads:

5. Re-opener

The government will provide additional funding of **up** to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year **is** higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

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Effective September 1, 2005

It is understood that Members will continue to accommodate parents when scheduling interviews, however realizing that parent-teacher interviews may significantly extend the length of the school day for Members, the following procedures will be implemented if a professional activity day(s) is allocated by the Employer for parent-teacher interviews. Following input from staff, the Principal shall structure the professional activity day in order to enable teachers flexible arrival and/or departure times in recognition of their extended day(s). For clarification should a teacher interview parents and/or students in an evening(s) equivalent in time to 0.5 of the professional activity day, the teacher would only be expected to work 0.5 of the professional activity day.

It is understood that the Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure.

Dated at Burlington, Ontario this 8th day of June, 2005.

**For the Board:**

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Member, Collective Bargaining Committee

IN WITNESS WHEREOF, THE PARTIES have caused this Collective Agreement to be signed in their respective names by the respective representatives thereunto duly authorized, signed this 8<sup>th</sup> day of June A.D. 2005.

**FOR THE HALTON DISTRICT SCHOOL BOARD**

Signed

Dusty Papke  
Director of Education

Dawn Beckett-Morton  
Executive Officer of Human Resources

Carla Kisko  
Superintendent of Business Services

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Manager of Human Resources

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