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AGREEMENT

BETWEEN

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(hereinafter called the "ETFO")

AND

THE DISTRICT SCHOOL BOARD OF NIAGARA  
(hereinafter called the "Board")

SEPTEMBER 1, 1998

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AUGUST 31, 2000



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ARTICLE 1

PREAMBLE

1.01

It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the "Agreement"):

- (a) To set forth reasonable and fair terms and conditions of employment and other related provisions together with salaries, allowances and related benefits and to provide for the equitable settlement of all matters in dispute arising out of the interpretation of this Agreement.
- (b) To maintain and improve harmonious relations between the Board and the Bargaining Unit.
- (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
- (d) To encourage best practices that ensure the delivery of effective public education.

ARTICLE 2

RECOGNITION

2.01

The District School Board of Niagara recognizes the Elementary Teachers' Federation of Ontario, hereinafter referred to as the "Union", as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time. "Teacher" bears the same meaning as "Part X.1 teacher" as defined in the *Education Act*, as amended. For clarification, a person, once appointed as a principal or vice-principal, is excluded from the bargaining unit even if such principal or vice-principal is reassigned from time to time to perform duties in Board office(s).

2.02

The Board recognizes the ETFO, Niagara Collective Bargaining Committee as the local authorized by the Elementary Teachers' Federation of Ontario to negotiate on their behalf.

2.03

Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise or represent it in all matters pertaining to the negotiation of this Agreement.

2.04

ETFO, Niagara shall advise the Board, in writing, of the names of its Executive and Representatives authorized by the Local to represent teachers in a particular school or workplace on behalf of the Local (Workplace Steward).

2.05

All correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate and to or from the President of the Local or designate.

ARTICLE 3

UNION DUES AND ASSESSMENTS

- 3.01 Effective September 1, 1998, the Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at The Elementary Teachers' Federation of Ontario within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.
- 3.03 ETFO and/or ETFO, Niagara, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by ETFO and/or ETFO, Niagara.

ARTICLE 4

DURATION AND RENEWAL

- 4.01 This Agreement shall be in effect from September 1, 1998 and shall continue in force up to and including ~~August 31, 2000~~ and 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**.
- 4.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Article 4.01, or within such further period as the parties agree upon.
- 4.03 No changes can be made to this Agreement without the mutual written consent of the parties.
- 4.04 Notwithstanding 4.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.
- 4.05 There shall be no strike or lock-out during the term of this Agreement. The terms "strike" and "lock-out" shall be as defined in the **Ontario Labour Relations Act**.

ARTICLE 5

EMPLOYER'S RIGHTS

- 5.01 ETFO and ETFO, Niagara recognize that, within the limitations and qualifications contained in this Agreement, the Board has the sole and exclusive right to exercise duties and powers granted to it under the **Education Act**, as amended, and related statutes.

5.0 The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with ETFO, Niagara.

ARTICLE 6                    PROBATIONARY PERIOD

6.01 A newly hired teacher shall be placed on a probationary period as follows :

- (i) with fewer than three (3) years' teaching experience- two (2) years or twenty (20) months of actual teaching (excluding July and August) or such lesser period as may be determined by the Board
- (ii) with three (3) or more years' teaching experience- one (1) year or ten (10) months of actual teaching (excluding July and August) or such lesser period as may be determined by the Board.

ARTICLE 7                    RESIGNATION OR RETIREMENT

7.01 A teacher shall provide written notice by November 30, of the intention to terminate employment effective December 31, and by May 31 of the intention to terminate employment effective June 30 or August 31.

7.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

ARTICLE 8                    TEMPORARY ASSIGNMENTS / TEACHERS-IN-CHARGE

8.01 The parties agree that a teacher who is a member of the Bargaining Unit may be assigned to the position of Principal or Vice-Principal for a period not to exceed a school year less one (1) day. For purposes of determining seniority, service in the position shall be considered as continuous service in the bargaining unit. During the period of temporary assignment, the teacher shall continue to pay Union dues.

8.02 (a) The principal shall appoint a Teacher-In-Charge. In the event that the entire school administration is absent from the building on a short-term basis, the Teacher-In-Charge shall be responsible for the safety and well-being of students. Notwithstanding the duties of teachers and principals, set out in the **Education Act** and its Regulations, the Teacher-In-Charge role shall be assigned to teachers in the school who have volunteered for such assignment.

(b) Where the Principal has appointed a Teacher-In-Charge, the teacher shall be compensated by a responsibility allowance of \$25.00 per day for each full day (\$12.50 per half day).

- 8.03 If a teacher, for the purposes of 8.01 and 8.02, is temporarily transferred to a position outside the bargaining unit, the teacher will continue to be subject to all terms and conditions of this collective agreement although the assignment has changed. Seniority shall continue to accumulate during the period of the temporary assignment and service gained while on the temporary assignment shall be recognized as teaching experience for the purposes of increment entitlement.
- 8.04 Notwithstanding the above, on the fifteenth (15th) consecutive day the acting teacher in a temporary assignment shall be paid at the minimum daily rate of the Principal/Vice-Principal salary multiplied by the number of days in the position.
- 8.05 An occasional teacher shall, on the second (2nd) day, be hired to replace a classroom teacher who is in a temporary assignment, as set out in 8.01 and 8.02, when the temporary assignment is longer than one (1) consecutive day.

## ARTICLE 9

### DISCIPLINE AND DISCHARGE

- 9.01 A teacher shall not be disciplined or discharged except for just cause.
- 9.02 All teachers covered by this Agreement shall as a condition of employment remain members of the Ontario College of Teachers.
- 9.03 Whenever the Board deems it necessary to censure a teacher in a manner indicating that dismissal may follow any repetition of the act complained of or omission referred to, or may follow if such teacher fails to bring his/her work up to a required standard by a given date, the teacher shall be given the warning in the presence of his/her steward or Local representative and the teacher and the Union shall be advised promptly in writing of the reason for such warning.
- 9.04 When a teacher is discharged or suspended, he/she shall be given the reason in the presence of his/her steward or Local representative. Such teacher and the Union shall be advised promptly in writing by the Board of the reason for such discharge or suspension. A teacher who is discharged for cause shall be informed in writing of the date and time of the meeting of the Board at which the recommendation for discharge is to be presented. The notice will be given to the teacher at least ten (10) days in advance and will state the right of the teacher to be present with representation.

## ARTICLE 10

### GRIEVANCE PROCEDURE

- 10.01 (a) It is the mutual desire of the parties that a complaint of a teacher, a group of teachers or the Union, shall be adjusted as promptly as possible and at the lowest administrative level possible.



- (b) If the complaint cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.
- 10.02 A grievance shall be determined as any difference involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Collective Agreement including any question as to whether a matter is arbitrable.
- 10.03 Failure by the party lodging the grievance to proceed to the next step of the grievance procedure within the stated time limit shall result in the grievance being deemed to be settled in accordance with the decision rendered at the previous step. All decisions rendered in Steps 1, 2 and 3 shall specify the facts and reasons upon which the decision is based.
- 10.04 Failure of the party against whom the grievance is lodged to respond within the specified time limits shall entitle the grievor to proceed to the next step.
- 10.05 The time limits fixed in this grievance procedure and one or more of the steps in the grievance procedure may be omitted or extended by the written consent of the Parties, in respect to the processing of a particular grievance.
- 10.06 All grievances shall be submitted in writing within the timelines specified and shall specify the facts and the section or sections claimed to be violated or relied upon. The written grievance shall contain :
- (a) a description of how the alleged dispute is in violation of the Agreement; and
  - (b) a statement of the facts to support the grievance; and
  - (c) the relief sought; and
  - (d) the signatures of the duly authorized officials of ETFO Niagara and the teacher(s) concerned.
- 10.07 Either party may use alternates in lieu of the persons designated in the procedure.
- 10.08 The Parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.
- 10.09 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.
- 10.10 There shall be no reprisals of any kindergarten against any teacher because of participation in grievance or arbitration procedure under this Agreement.

STEP 1

- 10.11 Grievances must be submitted in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Local representative and the Superintendent or designate. The Superintendent or designate shall respond in writing within ten (10) school days of the meeting.

STEP 2

- 10.12 If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the Local from the Director of Education or designate within five (5) school days of the meeting.

STEP 3

- 10.13 If no settlement is reached, the Local may submit the grievance to arbitration within ten (10) school days of receipt of the response.
- 10.14 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation. The notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of its appointee to an Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 10.15 Upon the mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the Parties, or, if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.
- 10.16 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Parties and upon any employee or employees affected by it.
- 10.17 Both parties agree to pay one-half (1/2) of the fees and expenses of the single Arbitrator or the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

- 10.18 Where the teacher has been discharged for cause, the teacher may file a grievance at Step 2 within ten (10) school days of written notice of termination.
- 10.19 The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education.
- 10.20 Nothing in this Article precludes the Parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and time line for grievance mediation to occur.
- 10.21 Prior to the arbitration, the parties may agree to a final and binding settlement of the grievance which varies the disciplinary action and reinstates the teacher on such terms they think fit and which they consider to be just and equitable.
- 10.22 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable. Notwithstanding the foregoing, the District School Board of Niagara retains the right to assign teacher so reinstated to an equivalent position in a location other than the one in which the incident(s) occurred.

ARTICLE 11                    QUALIFICATIONS FOR SALARY GRID PLACEMENT

- 11.01 Category classifications shall be those established by the Q.E.C.O. Teachers' Qualification Programme 4 only. For the purpose of salary categorization, the Board recognizes that the Statement of Evaluation issued by the Q.E.C.O. Programme 4 shall be final. Notwithstanding the above, teachers on staff as of August 31, 1998 shall not be placed in a lower category than the category they were in as of that date.
- 11.02 It shall be incumbent upon a newly appointed teacher to provide documented proof satisfactory to the Board in the form of a Statement of Evaluation issued by Q.E.C.O. as to his/her appropriate category placement. A teacher, without a recognized Ontario university degree, shall be placed in Category A until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. A teacher, with a recognized Ontario university degree, shall be placed in Category A1 until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the school year in which the Statement of Evaluation is received by the Board.

- 11.03 No newly employed teacher shall receive a salary higher than that being paid to a member of the incumbent staff having similar or equal qualifications, experience, and responsibility.
- 11.04 A teacher who qualifies for a change in category by reason of improved qualification shall receive the appropriate differential amount at the level in the higher group as follows:
- (a) Where a teacher qualifies on the basis of work completed prior to September 1 for a change in category, the adjustment will be made effective from the beginning of school in September of that year (retroactive where necessary) on submission of the proper documents to the Board.
  - (b) To qualify for an adjustment effective on September 1, the teacher must advise the Human Resources Department in writing by October 15 that he/she has completed the necessary work and must provide documentation by December 31.
  - (c) Where a teacher qualifies for a change in category on the basis of work completed after September 1 but before January 1, the adjustment will be made effective January 1 (retroactive where necessary).
  - (d) To qualify for an adjustment effective January 1, the teacher must advise the Human Resources Department in writing by January 15 that he/she has completed the necessary work and must provide documentation by May 31.
  - (e) Notwithstanding the timelines set out in (b) and (d) for submission of documentation, the Board shall give due consideration to any special cases in which the teacher is unable to produce the required documentation through no fault of his or her own.
- 11.05 Teaching experience shall be understood to mean verified Ontario elementary or secondary teaching. In the event that a teacher holds an Ontario Teacher Certificate while teaching at a College of Applied Arts and Technology, Adult Training Center or similar institutions, such experience shall be considered in calculating years of teaching experience.
- 11.06 In cases where teaching experience has been on a part-time basis: full time for part of a year, or, on a fractional timetable, or, as an Occasional Teacher, the principle of accumulation shall apply. Where the number of days of teaching experience, prorated where necessary, divided by 200 has a fractional part of 0.5 or greater, the whole number shall be increased by one. No more than one year's teaching experience for salary purposes may be gained during a single twelve-month period.
- 11.07 Teachers currently on staff shall be placed, effective September 1, at one level higher on the grid than the level at which they were on June 30 of the same year, subject to Article 11.06. Experience shall be credited as of September 1 of each year.

ARTICLE 12

CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY

- 12.01 On the first day of each school year a full-time teacher shall be credited an allowance of twenty (20) days sick leave and will be added to the teacher's accumulated sick leave days and carried forward from year to year. The sick leave credits for each teacher will be carried forward to the District School Board from the predecessor Boards in existence prior to January 1, 1998.
- 12.02 A teacher employed for less than full-time or a full year shall be entitled to sick leave pro-rated on the term of employment.
- 12.03 The unused portion of sick leave shall accumulate from year to year to a maximum of three hundred (300) days. Teachers having sick leave accumulations in excess of three hundred (300) days as of August 31, 1998, under the provisions of the plan which applied to such teachers as of that date, shall have all such accumulated sick leave recognized. However, additional annual credits shall not be accumulated as long as the teacher's total sick leave accumulation remains in excess of three hundred (300) days.
- 12.04 Each teacher shall be supplied with a Statement of Cumulative Sick Leave Credits in September and upon termination of employment.
- 12.05 Deductions
- (a) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Director of Education (or designate) by a physician or dentist, certifying the teacher's inability to attend to his/her duties due to personal illness or injury.
  - (b) Notwithstanding the above, the Board may require a teacher to submit the certificate thereunder for a period of absence of less than five (5) days. The Board shall, if required, reimburse the teacher for the cost of obtaining a certificate where the period of absence is less than five (5) days.
  - (c) Only absence occasioned by illness or injury of the teacher shall be charged against the sick leave credit.
  - (d) In cases where the absence is due to an accident compensable under the **Workers' Compensation Act**, as amended, or covered under any other type of accident insurance, for which the Board pays premiums, the period of absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.
- 12.06 Where a teacher who has been declared redundant is subsequently recalled, the teacher's sick leave account shall be credited with the number of sick leave credits to which the teacher was entitled at the time his/her employment was terminated.

12.07 Retirement Gratuity

- (a) Teachers continuously employed under the Elementary School Teachers' Collective Agreement with the Niagara South Board of Education on or before August 31, 1998 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (b) Teachers continuously employed under the Elementary School Teachers' Collective Agreement with the Lincoln County Board of Education on or before August 31, 1980 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (c) Teachers hired as of September 1, 1998 by the District School Board of Niagara or as of September 1, 1980 by the Lincoln County Board of Education shall not be entitled to a retirement gratuity.

12.08 In the event of the death of a teacher, entitled to a gratuity in accordance with Article 12.07, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

12.09 R.R.S.P. Allowance

- (a) Teachers hired as of September 1, 1998 shall, upon completion of their probationary period, have the sum of \$2,640 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (b) Contributions made by the Board must remain in the plan until one of the following events :
  - (i) termination of the employee;
  - (ii) death of the employee;
  - (iii) retirement of the employee.

12.10 Recalled or rehired teachers who have previously received an R.R.S.P. from the Board shall not be eligible for a second R.R.S.P.

ARTICLE 13 LEAVE PLANS

13.01 The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority:

(a) Bereavement

Up to a total of five (5) school days shall be allowed per bereavement to attend the funeral of the following: father,

mother, spouse, child, common-law spouse. It is understood that, for the purposes of this Article, "spouse" includes common-law and same-sex partners.

Up to a total of three (3) school days shall be allowed per bereavement to attend the funeral of the following: brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiance or any other relative who lived in the house.

One (1) school day shall be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt or uncle or to act as a pallbearer.

In the case of extenuating circumstances, application may be made to the Director of Education (or designate) for additional time under this clause. For any working days which fall in this period, there shall be no deduction of pay.

(b) Examinations or Convocations

A teacher, with the prior approval of the appropriate Supervisory Officer or Principal, may be absent from duty without loss of salary by reason of examinations convocations as follows:

( i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

(ii) A half-day period is granted for a teacher to attend his/her own post-secondary graduation ceremony or the post-secondary graduation ceremonies of his/her son, daughter, husband, wife, or fiance. In addition to the half-day period mentioned in the foregoing, one half-day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

(c) Jury Duty or Subpoena

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of travelling allowance and living expenses, that he/she receives as a juror or witness.

(d) Quarantine

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.

(e) Religious Holidays

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for the observance of religious holidays.

(f) Adoption Leave / Paternity Leave

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave is not taken and it is necessary for the teacher to attend on the day that an adoptive child is picked up or fathers attending on the day of the birth of their child.

(g) Special Circumstances

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

13.02

Leaves of Absence

The Board may allow leaves of absence to teachers (including extended parental leave), and when such leave is granted the following conditions will apply:

- (a) Where a leave of absence is requested by a teacher, it shall mean a request for release from duty, with or without pay (according to the circumstances), for a stated period of time. Request for leave shall not exceed two (2) school years.
- (b) Employee benefit payments shall be made on behalf of the teacher on leave, upon request, and subject to the agreement of the carrier(s), provided instalment payments are made to the Board by the teacher, quarterly, in advance.
- (c) Upon return to staff, annual salary increments shall be granted to the teacher for the period during which he/she was on leave with pay.
- (d) Upon return to staff, annual salary increments shall not be granted to the teacher for the period during which he/she was on leave without pay.
- (e) It shall be the responsibility of the teacher to notify the Human Resources Department of the Board, in writing, of his or her intention to return to teaching from an approved leave-of-absence at least thirty (30) days prior to the expiration of the leave.



Pregnancy, Parental and Adoption Leaves  
Pregnancy Leave

- (i) A pregnant teacher shall be granted an unpaid pregnancy leave of seventeen (17) weeks maximum duration.
- (ii) The Teacher requesting such leave shall notify the appropriate Supervisory Officer, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the date on which the leave is to begin. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date.
- (iii) The Board shall provide for teachers on pregnancy or adoption leave a supplementary employment benefits plan approved by the Canada Employment and Immigration Commission. The plan will pay an amount equal to the weekly benefit received from E.I. during the mandatory two week waiting period for Employment Insurance pregnancy benefits, provided that the teacher is eligible for pregnancy benefits under E.I. laws and regulations.

B Parental and Adoption Leave

- (i) A teacher who is the parent of a child is entitled to a leave of absence of up to eighteen (18) weeks maximum duration without pay following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- (ii) Parental/Adoption leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. However, the parental leave of a Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (iii) The Teacher requesting such leave shall notify the appropriate Supervisory Officer, in writing, as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave.

C General Provisions of Pregnancy, Parental and Adoption Leaves

- (i) A teacher who has given notice to begin pregnancy or parental leave may change the notice to an earlier date if the Teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer or to a later date if the Teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.
- (ii) A Teacher who has given notice to end a pregnancy or parental leave may change the notice to an earlier date if the Teacher gives at leave four (4) weeks written notice to the appropriate Supervisory Officer or to a later date if the

Teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer prior to the date the have was to end.

- (iii) During pregnancy or parental leave, the Teacher shall continue to participate in the Employee Benefit Plans outlined in Article 22 and the Board shall continue to pay its share of premiums unless the Teacher elects, in writing, not to do so.
- (iv) Seniority and teaching experience credit shall continue to accrue during pregnancy or parental leave.
- (v) A Teacher returning from a pregnancy or parental leave shall be reinstated to the position most recently held by the Teacher, if it still exists, or to a comparable position, if it does not.
- (vi) The Board shall, upon the written request of the Teacher and subject to the availability of a suitable replacement, grant a personal leave of absence to a Teacher who has previously been granted a pregnancy and/or parental leave. However, such combined leaves of absence shall not exceed an aggregate maximum of two (2) years.

#### 13.04

##### Leave for ETFO, Niagara Officers

- (a) Upon application by ETFO, Niagara, leave will be granted for up to the equivalent of three (3) full-time teachers, one of whom shall be the President of ETFO, Niagara.
- (b) The President of ETFO, Niagara shall receive regular salary and benefits, experience for grid placement and seniority for the period of leave. Additional teachers granted leave under (a) above shall receive regular salary and benefits, experience for grid placement and seniority, provided that ETFO, Niagara reimburses the Board for the full cost of salaries and contributions for benefit plans for the period of leave.
- (c) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (d) A teacher returning from a Local leave has the right to be reassigned to the same position held prior to going on leave, subject to the lay-off procedures in Article 14.

#### 13.05

##### Leave for ETFO, Niagara Business

- (a) At the request of the ETFO, Niagara, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Union business. Such leave shall be subject to prior arrangements with the Director of Education. Absences may be segments of either half-days or full-days but, in any event, the maximum time for such leave shall not exceed forty (40) school days in each year, exclusive of negotiations between the parties. Such leave shall not be unreasonably withheld.

- (b) Members of ETFO, Niagara, granted leave under 13.05 (a) shall suffer no loss of salary or benefits. ETFO, Niagara agrees to reimburse the Board for the full cost of any Occasional Teachers required to replace teachers on such leave.
- (c) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (d) Where a Board committee meeting or a meeting called by a Supervisory Officer requiring Local representation or a negotiation session is convened by the Board during the school day and Occasional Teachers are required to provide coverage, the cost of such Occasional Teachers shall be borne by the Board.

13.06 Provincial Executive Leave

- (a) In the event that a member of ETFO, Niagara, is elected or appointed to an office with the Provincial Executive of the Elementary Teachers' Federation of Ontario, the Board agrees to give that teacher an indefinite leave of absence without pay.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election or appointment to the Provincial Executive within five (5) days of such election or appointment. Similarly, a teacher returning to teaching from the Provincial Executive must notify the Board within five (5) days.
- (c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.07 Political Leave

- (a) In the event that a member of ETFO, Niagara is elected to Provincial or Federal Parliament, the Board agrees to give that teacher a leave of absence without pay for the first elected term. The Board may extend leave for further successive terms.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election within five (5) days of the leave becoming official and request the granting of

Similarly, a teacher returning to teaching from such leave must notify the Board within five (5) days of leaving office and request placement at the commencement of the next school year.

- (c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

13.08 Part-Time Teaching Leave

- (a) A Part-Time Teaching Leave may be granted to a full-time teacher who has completed his/her probationary period and who offers to teach a part-time teaching load.
- (b) Application in writing (including the proposed length of the Leave) for a leave under this article should be made to the appropriate Supervisory Officer (or designate) prior to March 1, but in any case sixty (60) days prior to the date on which the leave is to commence.
- (c) Subject to the redundancy provisions of this Collective Agreement, a return to a full-time teaching load upon completion of the Part-Time Teaching Leave shall be guaranteed.

13.09 Return From Leaves

- (a) A member of the bargaining unit holding a leadership position shall be guaranteed his/her former leadership position upon return from leave, provided that the position still exists and provided that the leave does not exceed one (1) year.
- (b) When a member of the bargaining unit holding a leadership position is on leave, the Board may fill the position on an acting basis. A person holding the acting position shall be a member of the bargaining unit.
- (c) Subject to the. redundancy provisions of this Collective Agreement, if a leave is granted to a teacher not holding a leadership position, the teacher concerned shall be guaranteed a position in the system on return.

13.10 Teacher-Financed Leave

- (a) The teacher shall make arrangements with the Director of Education or designate for determining the year in which the leave is taken and the percentage of regular teaching salary

to be held back for each year of teaching in the years prior to taking the leave.

- (b) The salary that is held back by the Board shall be placed in trust in the Civic Employees Credit Union or other approved financial institution, in the teacher's name and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher in the year in which the leave is taken. The teacher may choose to receive the payments on the regular payment schedule, outlined in Article 17 or by way of a lump sum, the method to be determined by the teacher at least one (1) month prior to the commencement of the leave. Any remaining balance in the teacher's trust account is to be paid in accordance with Article 17.
- (c) Subject to any limitations set out by the insurance carrier(s), employee benefits will be maintained during the leave of absence provided that the teacher reimburses the Board for the full cost of premiums.
- (d) If the teacher is declared redundant to the elementary panel during the years of salary hold back leading to a Teacher-Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to that time along with any accrued interest, in a manner agreed to by the teacher and the Board.
- (e) If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay to the teacher the full amount of salary withheld up to that point, along with accrued interest, in a manner agreed to by the teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner agreed to by the Board and the executor(s) or administrator(s) of the estate.
- (f) If a teacher decides not to return to the Board following a Teacher-Financed Leave, the Board shall be notified as soon as possible of this decision and not later than May 31st of that year.
- (g) While a teacher is on a Teacher-Financed Leave, no sick leave time shall accumulate, but when the teacher returns to the Board from leave, the teacher shall be credited with the same number of accumulated sick leave days that were accrued before going on leave.
- (h) Placement of the teacher upon return from a Teacher-Financed Leave shall be governed by the provisions of Article 13.09 (Return From Leaves).
- (i) The Teacher-Financed Leave shall be treated as a year's teaching experience for seniority purposes with the Board, within the meaning of Article 14, but shall not entitle the teacher for increment for that year.

- (j) Teachers should be aware that there are Administration Procedures which apply to Teacher-Financed Leaves and should consult the superintendent responsible for elementary staffing.

ARTICLE 14            SENIORITY

14.01            Seniority Determination for teachers employed up to and including December 31, 1997

- (a) Seniority shall be defined as teaching service with the Niagara South Board of Education and/or the Lincoln County Board of Education, including their predecessor Boards, attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted employment, modified to include prior periods of employment, under a permanent or probationary contract with the Niagara South Board of Education, Lincoln County Board of Education, or their predecessor Boards.
- (c) Teaching service shall include active full-time and part-time employment under a permanent or probationary contract; time spent on approved leave-of-absences while holding a permanent or probationary contract; and time spent on a recall list in accordance with provisions of their predecessor (Niagara South Board of Education and Lincoln County Board of Education) Collective Agreements.
- (d) Notwithstanding the above, under no circumstances is any teacher to have less seniority with the District School Board of Niagara than the teacher had with the Niagara South Board of Education, Lincoln County Board of Education, or its predecessor Boards, at the time of amalgamation.

14.02            Seniority Determination for teachers hired as of January 1, 1998 and thereafter

- (a) Seniority shall be defined as continuous, uninterrupted teaching service with the District School Board of Niagara attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted employment as a teacher in the bargaining unit defined in s.277.3(1)1 of the Education Act.
- (c) Continuous, uninterrupted teaching service shall include active full-time and part-time employment as a teacher in the bargaining unit which this Agreement covers; time spent on approved leaves-of-absence; and time spent on the recall list.
- (d) Where two or more individuals' total years of employment is the same, the following tie breakers shall be used :

- (i) other employment as a public elementary and/or secondary teacher, under contract or equivalent, in Ontario; and where that is equal
  - (ii) other employment as an elementary and/or secondary teacher, under contract or equivalent, in Canada; and where that is equal
  - (iii) lot conducted jointly by the parties.
- (e) When a secondary teacher attains employment as a teacher in the bargaining unit which this Agreement covers, the seniority of such teacher shall include continuous, uninterrupted service as a teacher in the secondary panel of the District School Board of Niagara or its predecessor Boards, immediately prior to attaining such employment. This clause shall stand as long as this arrangement is reciprocal with the secondary panel.

14.03 Termination of Seniority

The seniority of a teacher, shall be terminated, and the teacher's employment deemed at an end, for any of the following reasons :

- (i) the teacher resigns or retires,
- (ii) the employment of the teacher is terminated for just and sufficient cause,
- (iii) the teacher is not recalled within the recall period provided for in this Agreement,
- (iv) the teacher, while 'on the recall list, twice refuses an equivalent time position for which the teacher is qualified,
- (v) the teacher, while on the recall list, accepts severance pay, as provided under the Employment **Standards Act** or in this Agreement.

14.04 Application of Seniority

A Redundancy

- A.1 A staff reduction shall occur when the projected full-time equivalent number of teachers required for the following school year is less than the number of full-time equivalent teachers employed in the current school year.
- A.2 If the number of teachers required is less than the number currently employed, the Board shall declare a number of teachers surplus to the needs of the system equal to the excess identified in A.1 in reverse order of seniority.
- A.3 Teachers initially identified as being redundant to the needs of the system shall be notified in writing by the appropriate Superintendent of

Schools as soon as practical after identification. Such notice shall indicate that the teacher is being declared redundant as a result of a necessary reduction in the number of teaching positions available for the subsequent year. A copy of such notice shall be provided to ETFO, Niagara.

A.4 It is understood that Teachers assigned to the position of consultant shall be exempt from the provisions set out in A.1, A.2 and A.3 above and shall not be identified as being redundant to the needs of the system.

B Recall

B.1 All teachers identified as being redundant shall be placed on the recall list in seniority order.

B.2 Teachers on the recall list shall be recalled in order of seniority subject to being qualified to fulfil the program 'needs and requirements of the vacant position, as determined by the Board.

B.3 (i) A teacher previously on a full-time assignment who accepts recall into a part-time assignment shall be entitled to a full-time position, subject to subsequent redundancy.

(ii) Teachers who were on part-time assignment at the time they were declared redundant shall be recalled to equivalent part-time assignments only, as long as there are teachers who had full-time assignments with recall rights and greater seniority.

B.4 The right of recall shall extend for three (3) years commencing with the start of the school year for which the teacher has been declared redundant.

B.5 Teachers on the recall list shall keep the Board and ETFO, Niagara informed in writing, of any change in qualifications as well as change of address and/or telephone number required by the Board to contact them for possible assignment.

B.6 No external hiring shall take place until positions have been offered to redundant qualified or deemed capable Bargaining Unit Members and then to qualified or deemed capable Bargaining Unit Members with less than full-time assignments.

14.05

Seniority List

A By February 15, seniority lists will be developed indicating each teacher's name and current work location by order of



seniority projected to June 30th of the current school year, as defined by this Article. Copies of the list shall be posted in each workplace location where members are employed and an additional copy will be forwarded to the local offices of ETFO, Niagara.

- B By February 28th, ETFO, Niagara will respond, in writing, to the Human Resources Department indicating any disagreement regarding the accuracy of the list.
- C By March 15th, ETFO, Niagara and representatives of the District School Board will meet, if required, to resolve any alleged discrepancies, prior to March 31st. Decisions made to resolve any discrepancies must be consistent with the terms of this Article.

ARTICLE 15                    PART-TIME TEACHING ASSIGNMENTS

- 15.01 A part-time teacher shall be defined as a teacher employed on a regular basis for less than a full-time teaching load.
- 15.02 The salary of a teacher employed for less than a normal full-time assignment shall be pro-rated on the basis of the relationship that his/her workload bears to the work load of a full-time teacher. A teacher on part-time assignment shall have the right to participate in all benefit plans. For purposes of the Board's contribution to benefit premiums, a teacher on part-time assignment shall have their benefit premiums paid by the Board on a pro-rated basis.
- 15.03 A teacher with a part-time teaching assignment who, prior to February 1, requests an increase in his/her teaching assignment commencing the following school year will be offered such increase -prior to the hiring of new teachers, subject to the redundancy provisions of Article 14.

ARTICLE 16                    MEDICAL PROCEDURES

- 16.01 (a) No teacher shall be required to carry out any of the following medical procedures: administer medication by injection, catheterization, tube feeding, feed students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- (b) Except as may be required under law, no teacher shall be required by the Board to examine/diagnose pupils for communicable conditions or diseases.
- (c) While teachers are not required to perform the above procedures, they may volunteer to do so under the direction of the Principal.

ARTICLE 17

METHOD OF PAY

- 17.01 A teacher's annual salary, for the 1998/99 contract shall be paid on a semi-monthly pay schedule on the 15th and last day of the month.
- (a) For teachers of the former Lincoln County Board of Education, on staff as of August 31, 1998, the method of pay shall be as set out in the predecessor Collective Agreement with appropriate date changes.
  - (b) For teachers of the former Niagara South Board of Education, on staff as of August 31, 1998, the method of pay shall be as set out in the predecessor Collective Agreement.
  - (c) For teachers hired effective September 1, 1998 and thereafter :
    - ( i ) Teachers assigned to schools of the former Lincoln County Board of Education shall be paid in accordance with Article 17.01 (a).
    - (ii) Teachers assigned to schools of the former Niagara South Board of Education shall be paid in accordance with Article 17.01 (b) .

17.02 A teacher's annual salary, for the 1999/2000 contract year, as determined under Article 21, shall be paid as follows :

-4.167% on the 15th and the last day of the months of September to August, provided that if the 15th or the last day falls on a Saturday, Sunday or Holiday Monday, then the salary payments will be issued on the preceding Friday.

Applicable payroll deductions will be made from each of the payments detailed above.

17.03 Notwithstanding the above, a teacher upon the termination of his/her employment with the Board shall, at that point have his/her salary adjusted in accordance with Article 17.04 to reflect the actual amount earned.

17.04 A teacher is entitled to be paid his/her annual salary in proportion that the sum of the total number of school days on which the teacher performs his or her duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

17.05 Prior to any adjustment to salary as a result of an overpayment or an underpayment, the Board official responsible for Human Resources (or designate), shall consult with the teacher to discuss the timing for the necessary adjustment.

ARTICLE 18

WORK LOAD

18.01 Except in an emergency, each teacher shall be entitled to an uninterrupted and continuous period of not less than forty

(40) minutes per day for lunch, free from regularly scheduled supervisory or teaching duties.

18.02 A teacher who is assigned duties at two (2) or more locations on the same day shall have adequate time to travel between locations, exclusive of preparation time. If travel must occur during recess or lunch period, the teacher will not be assigned supervisory or bus duties beyond the instructional day, except in an emergency.

18.03 Effective for the school year 1999/2000, classroom teachers shall have an average of one hundred and forty (140) minutes per week non-instructional time, within the instructional day, exclusive of lunch periods and recesses for the purpose of preparation, planning, evaluation and conferencing.

18.04 A System Staffing Committee shall be established consisting of up to three (3) representatives each of the Board and the Union. The System Staffing Committee may request the attendance of additional resource personnel employed by the Board.

The System Staffing Committee, using the system-wide average class size guidelines set out below, shall annually determine grade and divisional staffing to ensure that the system-wide average class size of twenty-five (25) or such other average established by the Ministry of Education and Training, is not exceeded.

|                |    |
|----------------|----|
| JK             | 22 |
| Kindergarten   | 22 |
| Grades 1 and 2 | 22 |
| Grade 3        | 26 |
| Junior         | 30 |
| Intermediate   | 30 |

Prior to April 1 of each year, the System Staffing Committee shall meet to examine and make determinations related to the number of teachers to be assigned to each school based on the Official Projected Enrolment. Prior to October 31, the System Staffing Committee shall meet to review the assignment of teachers to schools and class sizes.

## ARTICLE 19      STAFFING

### 19.01      Surplus to School Declaration

- (a) The Superintendent responsible for staffing shall forward to each school the required complement of teachers to be assigned for the next school year.
- (b) The needs of the program are the first consideration in the determination of school surplus. Save and except staffing considerations occasioned by school closures, the least senior teachers shall be declared surplus to the school, Teachers with two (2) or less years of service in the school shall be exempt from a declaration of surplus.

- (c) By May 1, each Principal shall inform each teacher who surplus to the school and send the names of all surplus teachers to the Superintendent responsible for staffing be compiled into a Surplus List. The Superintendent responsible for staffing shall forward a copy of the surplus list to the principal of each school and to ETFO, Niagara.

19.02

Vacancies

- (a) Each Principal shall report all vacancies in his/her school to the Superintendent responsible for staffing by May 1, or other date as mutually determined by the System Staffing Committee. The initial vacancies shall be compiled into a job posting. A copy of the job posting shall be posted in each workplace where elementary teachers are assigned and a copy shall be forwarded to the President of ETFO, Niagara.
- (b) During periods of surplus and redundancy only, all vacancies shall be posted in the workplaces where elementary teachers are assigned for a minimum of forty-eight (48) hours, excluding weekends and holidays, or such other period of time as may be determining by the System Staffing Committee, before a position is offered to any teacher.
- (c) All teachers covered by this Agreement, except for redundant teachers or teachers declared surplus to the system, may apply for any vacancy from the initial job posting(s) for which they are qualified.

19.03

Placement of Teachers Surplus to Schools

- (a) Teachers on the Surplus List who still require placement shall be guaranteed a position based on qualifications before any new teachers are hired.
- (b) If no vacancy exists for which the teacher surplus to schools is qualified, it shall be the responsibility of the Superintendent responsible for staffing to ensure that such a teacher is assigned to a suitable position for which he/she is qualified and which is presently held by a similarly qualified teacher with the least seniority in the system and less seniority than the teacher being assigned. The teacher thus displaced shall be declared surplus to the system or redundant.
- (c) If, following the procedures set out in 19.03 (a) and (b) there is no vacancy for which the teacher surplus to schools is qualified, that teacher shall be declared surplus to the system or redundant.
- (d) A teacher surplus to schools may elect to refuse to displace another teacher. Such teacher then becomes surplus to the system or redundant.

19.04

Surplus to the System or Redundant Teachers

- (a) Teachers remaining on the system Surplus List or Redundancy List as of May 31 shall have their employment terminated by

the Board effective at the end of the school year and shall be afforded recall rights in accordance with the provisions set out in Article 14.

19.05            Transfer

- (a) Teachers wishing to be considered for transfer shall notify in writing, the appropriate Supervisory Officer by February 15 of their desire to transfer. Such notice shall be on a form as prescribed by the Superintendent responsible for elementary staffing and shall clearly indicate the divisional level and municipality for which the teacher would accept placement.
- (b) Except in cases of emergency, all teachers who are transferred, whether or not the transfer is by mutual consent, shall be entitled to be notified at least five (5) school days in advance of the transfer.
- (c) A teacher who is involuntarily transferred during the school year between October 1 and May 31 shall be provided with two (2) preparation days to complete the move and prepare the new classroom.

19.06            A System Staffing Committee shall be established consisting of up to three (3) representatives each of the Board and the Union. The System Staffing Committee may request the attendance of additional resource personnel employed by the Board. Prior to April 1 of each year, the System Staffing Committee shall meet to examine and make recommendations related to the number of teachers assigned based on the Official Projected Enrolment. Prior to October 31, the System Staffing Committee shall meet to review the assignment of teachers to schools and class sizes.

ARTICLE 20        SALARIES AND ALLOWANCE

- 20.01            (a) Each teacher shall be paid a basic annual salary in accordance with the teachers position on the appropriate Salary Scale as set out in Article 21.02 and where applicable such other allowances.
- (b) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of Continuing Education teaching experience for the purpose of grid placement.

20.02 (a) Basic Salary Scale-Teachers  
Effective September 1, 1998

| <u>Years of Teaching Experience</u> | <u>Cat. A</u> | <u>Cat. A1</u> | <u>Cat. A2</u> | <u>Cat. A3</u> | <u>Cat. A4</u> |
|-------------------------------------|---------------|----------------|----------------|----------------|----------------|
| 0                                   | 27,808        | 30,678         | 31,534         | 35,330         | 36,903         |
| 1                                   | 30,602        | 33,823         | 34,700         | 38,719         | 40,562         |
| 2                                   | 33,234        | 36,274         | 37,426         | 41,483         | 43,541         |
| 3                                   | 35,307        | 38,453         | 39,724         | 44,122         | 45,921         |
| 4                                   | 37,019        | 40,439         | 41,814         | 46,325         | 48,750         |
| 5                                   | 38,740        | 42,431         | 43,911         | 48,525         | 51,119         |
| 6                                   | 40,451        | 44,418         | 46,005         | 50,725         | 52,949         |
| 7                                   | 42,235        | 46,406         | 48,096         | 52,924         | 54,741         |
| 8                                   | 44,059        | 48,393         | 50,193         | 55,123         | 57,055         |
| 9                                   | 45,673        | 50,162         | 52,043         | 57,324         | 59,378         |
| 10                                  | 46,787        | 51,400         | 53,647         | 59,082         | 62,116         |
| 11                                  | 48,462        |                |                | 60,466         | 64,861         |
| Ultimate                            | 51,400        |                |                |                |                |

(b) Basic Salary Scale- Consultants

| <u>Years of Experience</u> | <u>Consultants</u> |
|----------------------------|--------------------|
| 0                          | 70,804             |
| 1                          | 71,721             |
| 2                          | 72,638             |
| 3                          | 73,555             |
| <b>4</b>                   | 74,472             |
| 5                          | 75,389             |

20.07

Post-Graduate Degrees

- (a) Teachers employed by the Board on August 31st, 1998 and in receipt of allowances for post-graduate degrees shall continue to be compensated for such degrees in accordance with the provisions of the Collective Agreement under which they were employed on August 31st 1998.
- (b) Effective September 1, 1998, teachers shall be entitled to a one time payment of \$1,750 per post graduate degree upon the completion of the degree and providing documentation acceptable to the Board. Post graduate degrees shall be defined as a Masters degree, Doctorate degree or equivalent recognized by a Canadian university. The teacher shall qualify for only one Master's degree and only one Doctorate of Philosophy Degree or equivalent. Such one time payment will only be available where the entire degree is in addition to the requirements for Category (Group) placement.

20.04

The Board agrees to maintain the allowance (\$1,394) for Resource Teachers as set out in Article 11.04 of the 1997/98 Collective Agreement between the Lincoln County Board of Education and its elementary teachers for teachers occupying such positions in the elementary schools of the former Lincoln County Board of Education, for the school year 1998/99 only.

ARTICLE 21

EMPLOYEE BENEFITS

21.01

It is agreed that the Board will maintain the following plans, however, it is further understood and agreed that the Board in making available the benefit plans set out in this Article has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan.

21.02

- (a) For Teachers of the former Lincoln County Board of Education on staff as of August 31, 1998 :

The Board agrees to continue the coverages as outlined in Article 20.01, 20.02, 20.03 and 20.04 of the 1996-97 Collective Agreement between the Lincoln County Board of Education and its elementary teachers, at the contribution levels outlined in that Collective Agreement, for the period September 1, 1998 through August 31, 1999.

- (b) For Teachers of the former Niagara South Board of Education on staff as of August 31, 1998 :

The Board agrees to continue the coverages as outlined in Article 14.01, 14.02, 14.03, 14.04 and 14.05 of the 1996-97 Collective Agreement between the Niagara South Board of Education and its elementary teachers, at the contribution levels outlined in that Collective Agreement, for the period September 1, 1998 through August 31, 1999.

(c) For teachers hired effective September 1, 1998 and thereafter

The teacher will be eligible to participate in the benefit plans outlined in the predecessor Collective Agreement which previously applied to the teachers in the school for which the teacher is assigned, at the contribution levels outlined in that Collective Agreement, for the period September 1, 1998 through August 31, 1999.

21.03 (a) A committee of three (3) representatives of the Union and three (3) representatives of the Board shall be established to consolidate and harmonize the Employee Benefit Plans for implementation on September 1, 1999. The Board's contribution level, effective September 1, 1999, for Extended Health, Semi-Private Hospital, Group Life Insurance and Dental Insurance shall be limited to 90% of the average cost per full-time equivalent teacher for the aforementioned benefits in effect on August 31, 1999 or the actual 1999-2000 cost, whichever is less.

(b) The committee shall establish its own terms of reference and be empowered to consider optional levels of coverages.

ARTICLE 22            ACCESS TO FILES

22.01 A teacher shall be provided with a copy of any written report directly pertaining to that teacher within three (3) days of the report being signed.

22.02 A teacher 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. Teachers shall be able to append attachments to such reports.

22.03 A teacher shall have access to any of the teacher's files held by the Board or agent of the Board and shall be entitled to make copies, without cost, of any materials contained therein.

ARTICLE 23            COPIES OF THE COLLECTIVE AGREEMENT

23.01 Each member of the bargaining unit shall be provided with a copy of this collective agreement within thirty (30) days of the signing of the agreement.

23.02 Each new teacher, when accepted for employment under this collective agreement, shall be provided with a copy of this collective agreement.

ARTICLE 24            TRAVEL ALLOWANCE

24.01 Teachers required to travel in the performance of their regular duties shall be compensated according to the terms and conditions set out in the applicable Board policy.



ARTICLE E 25 PROFESSIONAL DEVELOPMENT FUND

- 25.01 The Board agrees to remit, annually, the sum of \$120,000 to the ETFO, Niagara for the educational and professional development of its members.
- 25.02 For the first year of this agreement, the amount referred to in Article 25.01 shall be paid to ETFO, Niagara within thirty (30) days after the ratification of the Collective Agreement. For the second year of this agreement, the amount referred to in Article 25.01 shall be paid by September 30, 1999.
- 25.03 The ETFO, Niagara shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the ETFO, Niagara, provided that such disbursements are not made to reimburse for courses that result in a change in salary for any teacher.
- 25.04 By August 31 of each year, the ETFO, Niagara shall forward to the Board an audited financial statement accounting for disbursements from the fund, including administrative charges.

ARTICLE 26 NEWLY CREATED POSITIONS OF ADDED RESPONSIBILITY

- 26.01 Should the Board create a new position of added responsibility to be filled by a teacher who would come under this collective agreement, the Parties shall negotiate and reach an agreement on the annual salary and the allowances, if any, the duties, responsibilities, qualifications and other circumstances affecting the filling of the position, before an appointment is made. If no agreement is reached, the matter may be submitted to arbitration. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.
- 26.02 The Board shall post in every school a notice of every new position of added responsibility and every vacancy at least ten (10) school days before the position or vacancy is to be filled.
- 26.03 All postings shall include the title of the position, a job description, requisite experience, if any, qualifications, annual salary and any applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.

ARTICLE 27 RIGHT TO PARTICIPATE IN UNION ACTIVITIES

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

ARTICLE 28

EVALUATION

28.01

Only supervisory officers and elementary principals and vice--principals shall evaluate a teacher's competence using an evaluation policy/procedure developed in consultation with the Union. No member of the Union shall be required or requested to evaluate a teacher's competence.