

COLLECTIVE AGREEMENT

Between

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

and

**THE GRAND ERIE DISTRICT SCHOOL BOARD
(hereinafter called the "Board")**

September 1, 2004

To

August 31, 2008

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ARTICLE I - PURPOSE

- 1.01 It is the desire of both parties to specify within this Agreement the entitlement of those teachers covered by this Agreement as to salary, allowances, monetary benefits, conditions of employment, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.
- 1.02 It is the desire of both parties to establish and maintain a harmonious relationship between the Board and each teacher of the Union and with cooperation, provide the highest quality of education services.

ARTICLE II - EFFECTIVE PERIOD AND RENEWAL

- 2.01 This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within one hundred and fifty (150) 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.
- 2.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Article 2.01, or within such further period as the parties agree upon.
- 2.03 This Agreement shall supersede all previous Agreements, and shall form the basis for computing all salaries and other conditions defined herein. Amendments (deletions, additions, and substitutions) to the Articles defined herein shall be made only by mutual consent, in writing, and shall be recorded and circulated as an addendum to this Agreement.
- 2.04 There shall be no strike or lock-out during the term of this Agreement. "Lock-out" and "strike" shall be as defined in the Ontario Labour Relations Act.
- 2.05 Prior to a strike by other Board employees, Board representatives will meet with representatives of the Union to discuss the impact of such a strike on elementary teachers.

ARTICLE III - RIGHTS AND RESPONSIBILITIES

- 3.01 The Union recognizes that, within the limitations and qualifications contained in this Agreement, it is the sole and exclusive right of the Board to manage the affairs of the Board. The Board agrees that its rights and responsibilities shall be exercised in a manner that is equitable, non-discriminatory and consistent with this Agreement and the prevailing statutes that govern education and employment in Ontario.

ARTICLE IV - RECOGNITION

- 4.01 (a)** The Board recognizes the Elementary Teachers' Federation of Ontario (ETFO), under this Agreement, as the bargaining agent for every teacher - other than occasional teachers, principals and vice-principals - who is assigned to one or more elementary schools or who performs duties in respect of such schools, all or most of the time.
- (b)** The Union will inform the Board who, from time to time, is authorized to act on behalf of the Union.
- 4.02** The Board recognizes the Negotiating Team of the Grand Erie Elementary Teachers' Federation as the agent authorized by the Union to negotiate on its behalf.
- 4.03** The Union recognizes the Negotiating Committee of the Board as the official body to represent the Board and to negotiate on its behalf.
- 4.04** The Union and the Board shall inform each other in writing of the members of their respective negotiating committee.
- 4.05** Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation of this Agreement.

ARTICLE V - CATEGORY DEFINITIONS

- 5.01 (a)** Each teacher's category definition shall be in accordance with the Qualifications Evaluation Council of Ontario, Program 5.
- At the option of the teacher, the teacher may continue placement under a previous program.
- (b)** It shall be incumbent upon a newly appointed teacher to provide Human Resources Services documented proof in the form of a Category Certification Statement from Q.E.C.O. as to his/her appropriate group classification. A teacher shall be placed in Category A1, or Category A in the event the teacher does not have a degree, until such time as documentation supporting category placement is submitted and accepted by the Board, 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 current school year.
- 5.02** A teacher who qualifies for a category change or an allowance for a Master's degree (pursuant to Article 7.04) as a result of documented successful completion of courses taken in July or August, shall receive the appropriate differential amount retroactive to September 1st.

ARTICLE V - CATEGORY DEFINITIONS (continued)

- 5.03 A teacher who qualifies for a category change or an allowance for a Master's degree (pursuant to Article 7.04) as a result of successful completion of a course taken during the school year shall have the appropriate adjustment made starting the first day of the first teaching month following the successful completion of the course, provided that written notification is received by Human Resources Services no later than four months after completion of the course. If such notification is received after four months from the date of completion of the course, the appropriate adjustment shall be made starting the first day of the first teaching month following receipt of notification. Notwithstanding the above, retroactive adjustments shall not be made beyond September 1 of the current school year.
- 5.04 All teachers employed on an Interim Certificate of Qualification shall be paid according to their "Letter of Evaluation" from Q.E.C.O.
- 5.05 All staff hired on a Letter of Permission in Elementary Schools shall be paid as if they are in Category A.

ARTICLE VI - IMPLEMENTATION

- 6.01 All teachers shall be paid strictly in accordance with the terms of this Agreement.
- 6.02 No teacher shall be newly employed at a salary higher than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility, unless specifically provided for in this Agreement.
- 6.03 Part-time teachers shall be entitled to salaries and allowances in the ratio of time worked to total time. Such teachers shall be allowed to participate in benefit plans, but the Board's share of premium costs shall be pro-rata on the basis of the percentage of time worked.

ARTICLE VII - SALARIES AND ALLOWANCES

- 7.01 (a) Each teacher shall be paid a basic salary in accordance with the teacher's position on the appropriate salary grid and, where applicable, an additional allowance or other allowances.
- (b) Teachers who have worked part-time (less than a full timetable) under contract with the Board, and teachers who have worked full-time for part of a year under contract with the Board, shall be credited with teaching experience in the ratio of time worked to total time, except in those cases specifically outlined in other Articles of this Agreement. Teaching time, for part year experience credit, shall be expressed in tenths to the nearest tenth. For salary determination, the total of career teaching experience credits shall be taken to the nearest tenth.

ARTICLE VII - SALARIES AND ALLOWANCES (continued)

- 7.01 (c)** On hiring a teacher,
- (i) elementary or secondary school teaching experience in Ontario shall be recognized according to the basic salary scale, provided that any teaching experience less than one month of continuous full-time teaching or its part-time equivalent shall not be included.
 - (ii) other teaching experience outside Ontario or in other institutions such as Colleges and Universities, Technical Institutes, Trade Schools, Federal and Provincial Schools shall be considered for grid placement, if deemed equivalent to full-time teaching, by the Superintendent responsible for Human Resources, or his designate.
- (d)** Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of continuing education teaching experience for the purposes of grid placement.
- (e)** The effective date for grid advancements is to be September 1st.
- 7.02 (a)**

Basic Salary Grid – September 1, 2004

EXPERIENCE	A	A1	A2	A3	A4
0	33,368	37,173	39,003	43,419	44,819
1	35,550	39,573	41,570	46,232	48,095
2	37,806	41,977	44,128	49,044	51,372
3	40,181	44,376	47,072	51,852	54,645
4	42,561	46,781	49,261	54,664	57,924
5	44,941	49,181	51,732	57,477	61,197
6	47,322	51,581	54,388	60,290	64,472
7	49,698	53,988	56,953	63,104	67,749
8	51,997	56,388	59,521	65,913	71,025
9	54,454	58,790	62,085	68,727	74,297
10	57,285	61,708	65,098	72,663	77,575
PU	59,525				
U	61,708				

ARTICLE VII - SALARIES AND ALLOWANCES (continued)**Basic Salary Grid – September 1, 2005**

EXPERIENCE	A	A1	A2	A3	A4
0	34,035	37,916	39,783	44,287	45,715
1	36,261	40,364	42,401	47,157	49,057
2	38,562	42,817	45,011	50,025	52,399
3	40,985	45,264	48,013	52,889	55,738
4	43,412	47,717	50,246	55,757	59,082
5	45,840	50,165	52,767	58,627	62,421
6	48,268	52,613	55,476	61,496	65,761
7	50,692	55,068	58,092	64,366	69,104
8	53,037	57,516	60,711	67,231	72,446
9	55,543	59,966	63,327	70,102	75,783
10	58,431	62,942	66,400	74,116	79,127
PU	60,716				
U	62,942				

Basic Salary Grid - September 1, 2006

EXPERIENCE	A	A1	A2	A3	A4
0	34,886	38,864	40,778	45,394	46,858
1	37,168	41,373	43,461	48,336	50,283
2	39,526	43,887	46,136	51,276	53,709
3	42,010	46,396	49,213	54,211	57,131
4	44,497	48,910	51,502	57,151	60,559
5	46,986	51,419	54,086	60,093	63,982
6	49,475	53,928	56,863	63,033	67,405
7	51,959	56,445	59,544	65,975	70,832
8	54,363	58,954	62,229	68,912	74,257
9	56,932	61,465	64,910	71,855	77,678
10	59,892	64,516	68,060	75,969	81,105
PU	62,234				
U	64,516				

ARTICLE VII - SALARIES AND ALLOWANCES (cont inued)**Basic Salary Grid – September 1, 2007**

EXPERIENCE	A	A1	A2	A3	A4
0	35,933	40,030	42,001	46,756	48,264
1	38,283	42,614	44,765	49,786	51,791
2	40,712	45,204	47,520	52,814	55,320
3	43,270	47,788	50,689	55,837	58,845
4	45,832	50,377	53,047	58,866	62,376
5	48,396	52,962	55,709	61,896	65,901
6	50,959	55,546	58,569	64,924	69,427
7	53,518	58,138	61,330	67,954	72,957
8	55,994	60,723	64,096	70,979	76,485
9	58,640	63,309	66,857	74,011	80,008
10	61,689	66,451	70,102	78,248	83,538
PU	64,101				
U	66,451				

Basic Salary Grid – August 31, 2008

EXPERIENCE	A	A1	A2	A3	A4
0	36,185	40,310	42,295	47,083	48,602
1	38,551	42,912	45,078	50,135	52,154
2	40,997	45,520	47,853	53,184	55,707
3	43,573	48,123	51,044	56,228	59,257
4	46,153	50,730	53,418	59,278	62,813
5	48,735	53,333	56,099	62,329	66,362
6	51,316	55,935	58,979	65,378	69,913
7	53,893	58,545	61,759	68,430	73,468
8	56,386	61,148	64,545	71,476	77,020
9	59,050	63,752	67,325	74,529	80,568
10	62,121	66,916	70,593	78,796	84,123
PU	64,550				
U	66,916				

- (b) 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 increases set out in Article 7.02 of this Agreement), then the salaries for that year 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:

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

ARTICLE VII – SALARIES AND ALLOWANCES (continued)

- *If the province's tax revenues in the 2005-2006 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 2005-2006 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%."*

(c) Pay Equity

On January 1, 1990 a teacher who was formerly in Category D, C or B shall move to his/her actual step in Category A but shall not move beyond the penultimate experience step of Category A except as follows:

- (i) A teacher who has, under the terms of this Agreement, qualified to move to Category A1, A2, A3 or A4, shall do so;

OR

- (ii) A teacher who has successfully completed the course requirements listed below in (A), (B), or (C) shall move to the maximum of Category A on September 1st or January 1st provided course requirements are completed prior to September 1st or January 1st respectively. No acceptable course shall be included which has been used in any way whatsoever by the teacher for his/her category ranking or other salary purposes under the terms of this Agreement. Movement shall take place as follows:

- A) In the case of a teacher qualified in accordance with this Agreement to be placed in Category B, 5 acceptable courses, at least 4 of which must have been completed since January 1, 1990.
- B) In the case of a teacher qualified in accordance with this Agreement to be placed in Category C, 7 acceptable courses, at least 5 of which must have been completed since January 1, 1990.
- C) In the case of a teacher qualified in accordance with this Agreement to be placed in Category D, 9 acceptable courses, at least 6 of which must have been completed since January 1, 1990.

Acceptable courses shall be defined as university courses, Ontario Ministry of Education courses, certificates or diplomas used for category placement under the terms of this Agreement.

ARTICLE VII – SALARIES AND ALLOWANCES (continued)**7.03 Responsibility Allowance**

Teacher Consultants shall be paid an annual allowance, as follows:

September 1, 2004	\$7,343.
September 1, 2005	\$7,490.
September 1, 2006	\$7,677.
September 1, 2007	\$7,907.
August 31, 2008	\$7,962.

Coordinators shall be paid an annual allowance, as follows:

September 1, 2004	\$9,178.
September 1, 2005	\$9,362.
September 1, 2006	\$9,596.
September 1, 2007	\$9,884.
August 31, 2008	\$9,953.

These allowances shall be prorated for part -time assignments.

7.04 Master's Degree Allowance

An annual allowance of \$800 shall be paid for a Master's Degree if not already used in determining category. Notwithstanding the foregoing, any teacher employed by the Board as of December 1, 1998 who is receiving an allowance greater than \$800 shall continue to be paid the higher allowance.

ARTICLE VIII - METHOD OF PAYMENT

- 8.01 (a)** Commencing the last Thursday in August, a teacher's annual salary shall be paid on a bi-weekly pay schedule. Notwithstanding the foregoing, any teacher who is retiring or commencing a leave is entitled to any salary owed in his/her last pay. Each bi-weekly pay shall be 1/26 of the annual salary of a teacher. In the event that a pay day falls on a holiday, payment shall be made on the regular business day preceding the holiday.
- (b)** A teacher who is hired or returns from a leave of absence during a school year shall be paid in accordance with Article 8.01 (a) less any negative salary adjustment spread evenly over the remaining pay periods of that school year. A positive salary adjustment shall be paid to the teacher on the first regularly scheduled bi-weekly pay subsequent to their return or start date.
- 8.02** Payments shall be deposited directly into the teacher's personal account in the financial institution of his/her choice.
- 8.03** A teacher is entitled to be paid his/her annual salary in proportion that total number of school days on which the teacher performs his/her duties bears to the total number of school days in the school year.
- 8.04** For the purposes of calculating loss of a day's pay, the figure shall be 1/194 of the teacher's total annual salary.
- 8.05** Prior to any adjustment to salary as a result of an overpayment or underpayment, the Superintendent responsible for Human Resources, or designate, shall consult with the teacher to discuss the timing for the necessary adjustment. Notice of the adjustment shall be given to the President of the Local prior to the implementation of the adjustment.

ARTICLE VIII – METHOD OF PAYMENT (continued)

- 8.06 (a)** Premiums for Extended Health, Dental and Group Life benefits shall be based on twenty-four (24) deductions per year, two each month, September to August.
- (b)** Effective September 1, 2005, premiums for LTD insurance shall be deducted from each pay.
- 8.07** The College of Teachers' Fees shall be deducted in two equal installments preceding the remittance date established by the College of Teachers.
- 8.08 (a)** On each pay date on which a teacher is paid the Board shall deduct from each teacher the Union dues and any levy chargeable by the Union. The amounts shall be determined by the Union in accordance with its constitutions and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change. The dues shall be deducted in equal installments and completed with the last pay in June each year. Any levy chargeable by the Union shall be deducted according to a schedule mutually acceptable to the Union and the Board.
- (b)** The Union dues deducted in (a) above shall be remitted to the General Secretary of E.T.F.O. at 480 University Avenue, Suite 1000, Toronto, Ontario M5G 1V2 no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teacher, his/her Social Insurance Number, annual salary, salary for the period and the amount(s) deducted.
- (c)** Any levy authorized by the Union and directed to the Grand Erie Elementary Teachers' Federation (GEETF) shall be deducted and remitted to the Treasurer of GEETF no later than the fifteenth of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the teacher, his/her Social Insurance Number, annual salary, salary for the period and the amounts deducted.
- (d)** The Union and/or the GEETF, 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 the Union and/or the GEETF.
- 8.09** On or before November 1 each year, the Board shall provide to each teacher, via electronic access, a statement setting forth the following: credit for teaching experience, category classifications, salary and allowances, benefit plans and qualifications. Corrected statements shall be submitted directly to the Superintendent responsible for Human Resources, or designate, within fifteen (15) working days after the statement is received. If necessary, a revised statement shall be issued by the Superintendent responsible for Human Resources, or designate, to the teacher prior to the last working day in December.
- 8.10** With each pay, the Board shall issue to each teacher a statement indicating the teacher's salary and allowances, if any, and the deductions.

ARTICLE VIII – METHOD OF PAYMENT (continued)

- 8.11** At the request of the Union and with the authorization of the teacher, the Board shall make the appropriate payroll deductions from a teacher's pay for the following purposes: Canada Savings Bond purchases, local Union levy, Group RRSP contributions, United Way contributions, ETFO Humanity Fund and other purposes as requested by the Union and agreed upon by the Board.
- 8.12** Travel claims shall be made through the Principal. The Board shall make payment into the teacher's bank account for travel claims.

ARTICLE IX - BENEFITS

- 9.01 (a)** It is understood and agreed between the parties hereto 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. The parties agree that the Board is not responsible in the event that the insurer determines that a claim is not payable. All group insurance coverage is subject to the approval of the insurance carrier.
- (b)** The Board shall consult with the Union prior to each benefit renewal date.

9.02 Definitions

Spouse shall include a person, whom the teacher publicly acknowledges as a spouse, with whom the teacher has been living in a permanent manner.

A dependent shall include any child of the participant or of his/her spouse who depends on the participant for livelihood and who is under twenty-one years of age, unmarried and not regularly employed or is under twenty-five years of age and attending an educational institution on a full-time basis.

For part-time teachers who teach less than a full timetable, the Board's share of premium costs shall be prorated in accordance with Article 6.03. Effective September 1, 2005, if a teacher, who is hired with less than half-time FTE, waives the extended health insurance at the date of hire, the teacher may enrol in this coverage on the next November 1 following their initial increase of teaching time to 0.5 FTE or more.

- 9.03** For each eligible full-time and part-time teacher who wishes to participate in the plans, the Board agrees to administer the following plans:

(a) Extended Health Care

The Board shall pay ninety (90) percent of the monthly premium cost for each eligible teacher who wishes to participate in the plan. The plan shall include:

Vision Care: Maximum payment of \$250 every two years for each insured individual. Effective September 1, 2005 eye exams to a limit of \$50/24 months; maximum payment of \$250 every two (2) years for each insured individual. September 1, 2006 eye exams to a limit of \$50/24 months; maximum payment \$275 every two (2) years for each insured individual. September 1, 2007 eye exams to a limit of \$50 every 24 months; maximum payment of \$300 every two (2) years for each insured individual.

ARTICLE IX – BENEFITS (continued)

Drug Plan: dispensing fee cap of \$7.00 per prescription; no deductible;

Paramedical Services: (Chiropractor, Podiatrist, Naturopath, Osteopath, Speech Therapist, Massage Therapist, Physiotherapist, Psychologist) - a maximum of \$1000 per year (no maximum per visit);

Out of Province Coverage: enhanced Liberty Health Plan, or equivalent.

(b) Dental Plan

The Board shall pay ninety (90) percent of the monthly premium cost for each eligible teacher who wishes to participate in the plan. The plan shall include:

Basic dental services to a \$2000 annual maximum per insured person;

Dentures and major restorative (\$1500 annual maximum and 50% co-insurance for each teacher, spouse and dependent child);

Orthodontics (\$1,500 lifetime maximum and 50% co-insurance for each dependent child under eighteen years of age).

All benefits will be payable in accordance with the current Ontario Dental Association General Practitioners' Fee Guide.

(c) Group Life Insurance

Each teacher who is eligible, and who wishes to participate, shall be covered by Group Life Insurance for an amount equal to two (2) times annual salary. The Board's contribution shall be ninety (90) percent of the monthly premium cost. Notwithstanding the foregoing, there shall be no reduction in the amount of life insurance coverage in effect on February 28, 1999. Notwithstanding the foregoing, any teacher who was entitled to grandparented optional member life insurance as at February 28, 1999, shall continue to be entitled to the dollar amount as determined in the September 1, 1998 to August 31, 2000 Agreement provided that such teacher shall continue to pay 100% of the premium cost for the additional insurance.

Optional Dependent Life Insurance: Insurance on the life of a teacher's spouse shall be available, on application by the teacher, in the amount of \$20,000 plus an amount of \$10,000 for each dependent child. The teacher shall pay 100% of the premium cost for such insurance.

(d) Long-Term Disability Insurance

- (i) The Board shall administer a Long-term Disability (LTD) plan on behalf of the Union.
- (ii) The Board's obligations shall be to deduct and remit the premiums to the carrier selected by the Union.
- (iii) The Union shall advise the Board at least 30 days prior to the date of any change of the carrier and of the plan design.

ARTICLE IX – BENEFITS (continued)

- (iv) Subject to the eligibility requirements as specified by the carrier, the Board shall continue to pay its share of the premium cost for benefits outlined in Article 9 (a) (b) (c) for the first ninety (90) days of the absence of a teacher receiving LTD benefits. Subject to the eligibility requirements as specified by the carrier, for the period beyond the aforementioned ninety (90) days, the teacher receiving LTD benefits may continue to participate in the benefit plans provided that the teacher pays 100% of the premium costs.
- (v) Participation in the LTD plan is mandatory for all teachers hired by the Board on or after September 1, 2003 subject to the eligibility requirements provided under the plan.
- (vi) A teacher absent from work and awaiting a decision for LTD benefits shall continue to receive full salary and benefits from the Board, provided the teacher has sick leave credits.

Any overpayment as a result of retroactive LTD payments shall be paid to the Board and equivalent sick leave credits will be reinstated.

- (vii) A teacher absent from work and receiving LTD benefits maintains his/her employment with the Board. The period of absence is considered an authorized LTD leave of absence for which the teacher continues to accrue seniority.

(e) WSIB

A teacher who is injured in the course of his/her duties shall have his/her Workers' Safety Insurance salary award supplemented from his/her sick leave credits to provide for payment of his/her full salary, until his/her sick leave credits have been exhausted. The sick leave deduction shall be no more than the percentage necessary to provide the payment of full salary. In the event a teacher does not wish to use his/her sick leave credits in this manner, he/she shall receive his/her Workers' Safety Insurance salary award, and there shall be no deduction from his/her sick leave credits. Written notification selecting this latter option must be given to the Board's business office within two (2) weeks of the accident having been reported.

9.04 The Board agrees to consult with the GEETF prior to a change in insurance carriers. A copy of the Group Master Policy or Policies of the benefit plans shall be given to the GEETF. Details of the plans are outlined in booklets provided to each teacher by the carriers.

9.05 Continuation of Benefits on Early Retirement

- (a) Subject to eligibility requirements as specified by the carriers, a teacher who takes early retirement on a pension pursuant to the Teachers' Pension Plan (with payments to begin within two (2) months of the teacher's retirement date), may retain membership in any of the benefit plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years.

ARTICLE IX – BENEFITS (continued)

(b) To maintain participation and coverage under the Agreement, the retired teacher must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired teacher shall supply the Board with a VOID cheque from his/her bank account. Deductions will be made from the teacher's account on the 10th day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any two payments be denied for insufficient funds.

9.06 Subject to eligibility requirements as specified by the carriers, a teacher on an extended leave of absence may retain membership in any of the benefit plans to which he/she belongs at the commencement of the leave. Participation and coverage shall be as outlined in Article 9.05 (b).

9.07 Employment Insurance Rebate

The Employment Insurance Commission, in recognizing the Board's Sick Leave Plan, has agreed to make a rebate of premiums to the Board. Each bargaining unit member is entitled to a pro-rated portion of this rebate.

9.08 The Board shall, upon application by the teacher, make payroll deductions for Registered Retirement Savings Plan contributions. The GEETF shall select the financial institution to administer the Plan. The participating teacher agrees to pay 100% of the contribution to his/her individual plan.

ARTICLE X - CUMULATIVE SICK LEAVE

10.01 Each full-time teacher is entitled to sick leave earned at the rate of two days per month of service to a maximum of twenty (20) days per year. The teacher shall be credited with the current year's sick leave as of September 1 each year. However, a teacher on LTD or an unpaid leave of absence of twenty (20) school days or more shall not earn sick leave credits during the period of absence.

10.02 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.

10.03 The unused portions of sick leave shall accumulate from year to year to a maximum of three hundred (300) days. Notwithstanding the foregoing, a teacher shall retain sick leave credits accumulated with a predecessor Board as of June 30, 1998 to a maximum of three hundred (300) days.

10.04 Each teacher shall be supplied with a Statement of Cumulative Sick Leave Credits prior to September 30, in electronic format. Teachers may review their absence record at any time by logging into 'My e-Centre'. Absences for the previous school year shall also be available. The GEETF shall be provided with an absence summary for each teacher.

10.05 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.

10.06 Newly-employed teachers shall be permitted to transfer sick leave credits accumulated with a previous Board to a maximum of two hundred and eighty (280) days.

ARTICLE XI - LEAVES OF ABSENCE

11.01 The following absences shall be without loss of sick leave credit, loss of salary, or loss of seniority.

(a) Bereavement

A total of five school days may be allowed per bereavement of the following: father, mother, spouse, child, brother, sister, or common-law spouse.

A total of three school days may be allowed per bereavement of the following: grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiance or other person in loco parentis or any other relative who lived in the home.

One school day may be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle, niece, or nephew.

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.

(a) Holy Days

Up to a maximum of three (3) school days shall be granted for observance of recognized Holy Days.

(c) Examinations and Convocations

A teacher, with the prior approval of the Director of Education, or designate, may be absent from duty without loss of salary by reason of examinations and 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 travelling, if necessary, as determined by the Director of Education, or designate.

(ii) A half-day period is granted for a teacher to attend his/her own graduation ceremony, or those 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 Director of Education, or designate.

(d) 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 as a witness.

ARTICLE XI - LEAVES OF ABSENCE (continued)**(e) Quarantine**

A teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending to his/her duties.

11.02 The following absences shall be without loss of salary or loss of seniority but shall be charged to the teacher's accumulated sick leave credits.

(a) Urgent Matters, Community or Public Service

Up to a maximum of three (3) school days per year and, effective September 1, 2005, up to a maximum of two (2) school days per year may be allowed for urgent matters (including adoptive leave and paternity leave), or observance of recognized religious Holy Days, or emergency family-related matters or community or public service which cannot be conducted other than during school hours. It is understood that such leave should be taken in extreme situations. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.

Examples of emergency family-related matters include, but are not limited to:

- (i) Caring for a member of the teacher's immediate family in case of serious injury or critical illness or requiring hospital attendance;
- (ii) Obtaining medical treatment or consultation from a specialist for a member of the teacher's immediate family;
- (iii) A matter which is of an urgent and personal nature to the teacher.

Examples of Community or Public Service include, but are not limited to:

- (i) Participating in or coaching at tournaments or athletic events related to provincial, national or international events;
- (ii) Attending a festival of the arts in which the teacher is a participant.

(b) Personal Leave Day

Effective September 1, 2005, a teacher shall be granted a leave of absence for personal reasons for a maximum of one (1) day in a school year. Such leave shall not abut a Board-designated holiday, a statutory holiday, or summer, March or Christmas Break. The principal reserves the right to limit the number of personal days given on any one day at his/her school. Where possible, at least three (3) school days notice shall be given to the principal.

(c) Moving

One day only per school year shall be allowed for moving from a personal principal residence, but it shall not apply to a teacher who has submitted his/her resignation or who is moving to take a summer course. The day allowed shall be the actual day of the move.

(d) Hazardous Weather

A teacher who is unable to arrive at his/her workplace or designated workplace due to hazardous weather may have up to three (3) days in any one school year. Such requests must state the reason for absence, and approval is at the sole discretion of the Director, or designate.

ARTICLE XI - LEAVES OF ABSENCE (continued)**11.03 Special Circumstances**

Absence involving unusual or extenuating circumstances may be referred to the Director of Education or his 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.

11.04 Leaves of Absence

The Board may allow leaves of absence, and part-time leaves, to teachers (including extended parental leave), and when such leave is granted the following conditions shall apply. Requests for leave under this Article shall be deemed to be new requests after a teacher has returned to his/her full teaching assignment for a minimum of two (2) years. Statutory leaves shall not be considered leaves of absence for the purpose of this Article.

- (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. Requests for leave shall not exceed two (2) school years, except for a part-time leave which shall not exceed five (5) school years. Leaves may be extended by mutual consent. Requests for leave of absence must be received by March 1 prior for Leaves of Absence to commence September 1. The foregoing timelines may be waived by mutual consent.
- (b) Benefit payments shall be made on behalf of the teacher on leave, upon request, and subject to the agreement of the carrier(s), provided installment payments are made to the Board by the teacher, by automatic debit.
- (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.

11.05 Pregnancy/Parental Leave

Pregnancy/Parental Leave shall be granted according to the terms of the Employment Standards Act (Addendum I) and, in addition, the following conditions shall apply:

- (a) Exceptions to the terms of the Pregnancy/Parental leave section of the Employment Standards Act may be made by mutual consent between the Board and the teacher to extend a leave so that it is consistent with the organization of a particular school.
- (b) (i) For Pregnancy Leave, and for Parental Leave for the purpose of Adoption, the Board shall compensate the teacher, through an Employment Insurance Commission approved Supplemental Employment Benefit Plan, for the two-week waiting period in an amount equal to sixty (60) percent and, effective September 1, 2005 one hundred (100) percent of his/her salary for the two-week time period. The teacher must provide proof from EI that an unpaid waiting period has been served.

ARTICLE XI - LEAVES OF ABSENCE (continued)

- (ii) One hundred (100) percent of the teacher's normal weekly earnings minus the EI benefits for six weeks post-partum are payable. The combined weekly level of EI benefits, post-partum payments and other earnings will not exceed one hundred (100) percent of the teacher's normal weekly earnings.
- (iii) For the purpose of Article 11.05 (b)(ii), teacher's weekly earnings are 5/194 of the teacher's annual salary. Teachers shall only be paid for time that falls within their normal scheduled work period.
(NOTE: Effective date of ratification, the requirement to compensate only for the normally scheduled work period is deleted from the Collective Agreement.)
- (iv) No sick leave credits shall be deducted as a result of payments made in 11.05 (b)(ii).

(c) Early Return

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

11.06 Self-Funded Leave Plan

The details of this Plan are as per Addendum II to this Agreement.

11.07 Leave for GEETF Officers

- (a) Upon application by the GEETF, leave will be granted for up to the equivalent of four (4) full-time teachers. Such leave will be granted for GEETF activities and must be submitted to the Board by May 30 of the preceding school year.
- (b) Each teacher on leave shall receive regular salary and benefits, experience for grid placement and seniority. The GEETF shall reimburse the Board for the Bargaining Unit President and the Bargaining Unit Collective Agreement Officer based on the salary rate of Category A2 Year 0 teacher plus the absent members' non-statutory benefits plus any allowances.
- (c) If a teacher retires while on leave, his/her retirement gratuity shall be in accordance with the formula in Article 13.02 and, in any event, shall not be in excess of one-half of the salary from the Board received by the teacher in the year immediately prior to the teacher's termination.

11.08 Leave for GEETF Business

- (a) At the request of the GEETF, 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, the reasonable requirements of the timetable and the availability of occasional teachers to replace the teachers involved. Absences may be segments of either half-days or full-days but, in any event, the maximum time for such leave shall not exceed eighty (80) school days each school year.
- (b) Members of the GEETF, granted leave under 11.08 (a) shall suffer no loss of salary and benefits. The GEETF agrees to reimburse the Board for the full replacement cost, if any.

ARTICLE XI - LEAVES OF ABSENCE (continued)**11.09 Provincial Executive Leave**

- (a) In the event a member of the GEETF is elected or appointed to an office with the Provincial Executive of ETFO, the Board agrees to give that teacher an indefinite leave of absence. During the leave, the teacher shall receive regular salary and benefits, but there shall be no crediting of sick leave during the period of leave. ETFO agrees to reimburse the Board for the full cost of the teacher's salary and premium contributions for benefit plans for the period of the leave.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election or appointment to the Provincial Executive in sufficient time to secure a qualified replacement.
- (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. If a teacher retires while on leave, his/her gratuity shall be in accordance with the formula in Article 13.02 and, in any event, be calculated as if he/she had been paid 100% of the annual grid salary in his/her final year.
- (d) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

ARTICLE XII - RETURN FROM LEAVES

12.01 Subject to Article XVI, if a leave is granted to any teacher, the teacher shall be guaranteed to return to his/her former school provided that the leave does not exceed one school year. If the leave exceeds one school year, the teacher concerned shall be guaranteed a position in the system on return in accordance with Article 16.09. In effecting such placement, the Superintendent responsible for Human Resources shall consider travel as a relevant consideration.

For the purpose of this Article, the school year shall be defined as a period of time which includes the first and last instructional day of the year.

ARTICLE XIII - RETIREMENT GRATUITY

13.01 Eligible teachers who retire from the Board shall be entitled to a retirement gratuity calculated in accordance with the formula as set out in Article 13.02. To be eligible, a teacher:

- shall have been employed by the Board, or at least one of its predecessor Boards, for a minimum of ten (10) consecutive years immediately prior to retirement.
AND
- must be eligible for a pension to commence payment as certified by the Teachers' Pension Plan Board immediately upon retirement (within 2 months of termination of employment)

OR, must have attained at least a 70 factor (age + years of service) and retire from teaching.

ARTICLE XIII - RETIREMENT GRATUITY (continued)

13.02 (a) The gratuity paid under 13.01 shall be calculated as follows:

$$\frac{\text{Unused Cumulative Sick Leave (max. 200)}}{200} \times .5 \text{ of salary}$$

Salary shall be based on the salary received in a teacher's last year of employment, and in any event, the retirement gratuity shall not be in excess of one-half of the salary from the Board received by the teacher in the year immediately prior to the teacher's termination date. Notwithstanding the foregoing:

- (i) At any time in the five (5) years preceding retirement, if a full-time teacher becomes part-time as a result of having accepted a reduced timetable, or is on a part-time leave of absence, or in receipt of part-time LTD benefits, his/her retirement gratuity shall be calculated as if he/she had been paid 100% of the annual salary in his/her final year.
 - (ii) At any time in the five (5) years preceding retirement, if a full-time teacher takes a full-time leave of absence, his/her retirement gratuity shall be calculated as if he/she had been paid 100% of the annual salary in his/her final year.
- (b)** Teachers are not eligible for a gratuity payment where they have been on a full leave of absence for more than five (5) consecutive years preceding retirement. Teachers who have part-time leaves of greater than five (5) consecutive years preceding retirement will have a gratuity calculated on their actual salary received in their last year of employment.
- (c)** Salary does not include any money received for Night School or Summer School.
- (d)** Teachers who are in receipt of full LTD benefits prior to retiring shall have a retirement gratuity calculated based on the pre-disability salary used to calculate LTD benefits.

13.03 A teacher who plans to retire is to advise the Board in writing by March 15 in order to qualify to receive payment of his/her retirement gratuity within that year. Where notification comes later than March 15 the retirement gratuity shall be paid on the first working day in the following school year, except when otherwise mutually agreed between the teacher and the Board.

13.04 In the event of the death of a teacher who has been employed by the Board, or at least one of its predecessor Boards, for a minimum of ten (10) consecutive years immediately prior to his/her death, a retirement gratuity based on the formula in Article 13.02 shall be paid to his/her designated beneficiary.

13.05 In the event of the death of a teacher after termination of employment with the Board, any unpaid retirement gratuity shall be paid to his/her designated beneficiary.

13.06 Approved leaves of absence shall not constitute a break in continuous service.

ARTICLE XIV - STAFFING

14.01 The elementary teacher staffing component for grades seven (7) to graduation schools will be based upon the staffing generated by the Provincial Student Focused Funding Model.

ARTICLE XIV – STAFFING (continued)

14.02 The Board shall determine the average size of its classes, in the aggregate, in accordance with the Education Act, which may be amended from time to time.

14.03 Class Size

(a) The Board agrees to organize each school using the following guidelines:

JK/SK	21
Grades 1, 2, 3	24
Grades 4, 5, 6	27
Grades 7, 8	29

In determining class size the principal should take into consideration the number of identified exceptional students in a class.

(b) In determining class size, split grades which encompass two divisions shall be deemed to be the lower division. The Board shall endeavour to reduce the size and number of split grade classes.

(c) The size of special classes shall be in accordance with Ministry of Education guidelines.

14.04 In addition to classroom teachers and subject to the Provincial Funding Formula, each elementary school shall have:

(a) 0.5 Learning Resource Teacher with additional time to be allocated by the Board. The Board will consult with the Union prior to finalizing the criteria for additional LRT staffing; and

(b) Librarian time based on the formula of 0.0013 per FTE.

14.05 Subject to the Provincial Funding Formula, the Board will support school staff by employing a minimum of fifteen (15) system support personnel to meet the needs of the system.

14.06 Preparation Time

(a) Effective September 1, 2004, exclusive of morning and afternoon recesses and lunch periods, each teacher on a full-time assignment shall be assigned at least three hundred and sixty (360) minutes free from supervisory, teaching or other duties within each period of two six day cycles.

(b) Effective September 1, 2005, exclusive of morning and afternoon recesses and lunch periods, each teacher on a full-time assignment shall be assigned at least one hundred sixty (160) minutes free from supervisory, teaching or other duties within each period of five instructional day cycle.

(c) Effective September 1, 2006, exclusive of morning and afternoon recesses and lunch periods, each teacher on a full-time assignment shall be assigned at least one hundred eighty (180) minutes free from supervisory, teaching or other duties within each period of five instructional day cycle.

(d) Effective September 1, 2007, exclusive of morning and afternoon recesses, and lunch periods, each teacher on a full-time assignment shall be assigned at least one hundred ninety (190) minutes free from supervisory, teaching or other duties within each period of five instructional day cycle.

ARTICLE XIV – STAFFING (continued)

- (e) For the 2005, 2006 and 2007 school years, assigned preparation time should be scheduled in blocks of at least forty (40) minutes. No preparation time may be provided in blocks of less than twenty (20) minutes. Where preparation time blocks of less than forty (40) minutes are necessary, the Board shall endeavour to distribute these blocks equitably.
- (f) Effective September 1, 2008, exclusive of morning and afternoon recesses and lunch periods, each teacher on a full-time assignment shall be assigned, in blocks of not less than forty (40) minutes, at least two hundred (200) minutes free from supervisory, teaching or other duties within each period of five instructional day cycle.
- (g) Preparation time shall be used for professional activities as determined by the teacher and shall be assigned only during the instructional day as defined in Article 15.09.
- (h) Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- (i) Preparation coverage shall be provided only for classroom teachers.
- (j) Notwithstanding the foregoing, existing provisions or practices as of March 1, 2005 respecting preparation time which provide superior benefits to the provisions set out above shall not be eroded on a school-level basis.

14.07 There shall be an Elementary Staffing Committee composed of elementary principals, Human Resources staff and three (3) representatives of the GEETF. The Superintendent responsible for Human Resources shall be the chair.

The Elementary Staffing Committee shall consider and make recommendations related to the implementation of Article XIV to the Superintendent responsible for Human Resources.

The Elementary Staffing Committee shall meet at least once a month, beginning no later than the third Friday in September. Additional meetings shall be scheduled if deemed necessary.

At the September and October meetings, the Elementary Staffing Committee shall review the organization of schools and the assignment of teachers to schools and make recommendations regarding any changes required.

Prior to February 15, the Elementary Staffing Committee shall consider and make recommendations related to the make-up and location of Special Education classes to the Superintendent responsible for Special Education.

The Elementary Staffing Committee shall explore the development of a system for teacher transfers.

Prior to April 30, the Elementary Staffing Committee shall meet to review and to make recommendations related to the number of teachers to be assigned according to projected enrolments.

ARTICLE XV - WORKING CONDITIONS

15.01 Subject to securing a qualified occasional teacher, the Board shall provide an occasional teacher when a classroom teacher is absent from regular duties.

15.02 Subject to securing a qualified occasional teacher, the Board shall provide an occasional teacher when an administrator who is assigned to a partial classroom teaching timetable is absent from his/her teaching duties for a period of one-half (0.5) day or greater.

15.03 Itinerant Teachers

- (a)** An itinerant teacher is a teacher who is assigned duties by the Board in more than one building in a day. A part-time teacher who is assigned duties by the Board in one school and successfully secures work in another school is not considered to be an itinerant teacher.
- (b)** An itinerant teacher shall be guaranteed reasonable travel time, exclusive of lunch, and normal preparation time, for travel between assigned buildings.
- (c)** An itinerant teacher shall be paid the Board's per kilometer rate for travelling between assigned buildings.
- (d)** An itinerant teacher shall not be assigned teaching duties at more than two (2) buildings except by mutual consent.
- (e)** An itinerant teacher shall not be required to perform supervisory duties immediately prior to or immediately following time allowed for travel.

15.04 Medical/Physical Procedures

- (a)** A teacher shall not be required to perform any medical/physical procedures for pupils. Such procedures include, but are not limited to, administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of bladder, or toileting assistance.
- (b)** If a teacher chooses to perform any medical/physical procedure for pupils, the Board shall arrange for training the teacher, where appropriate, prior to performing the procedure.
- (c)** It shall not be the required part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

15.05 Extra-Curricular Activities

Extra-curricular activities are voluntary activities organized for students and which occur outside the regular instructional program. The Board and the Union recognize the value of extra-curricular activities.

ARTICLE XV - WORKING CONDITIONS (continued)**15.06 Lunch Break**

Each teacher shall be entitled each day to a lunch break in accordance with the Education Act. Such time shall fall within forty (40) minutes prior to and forty (40) minutes following the scheduled lunch period for students.

15.07 Supervision

- (a) The Board shall implement the following provisions respecting supervision schedules provided that students' safety is protected and subject to there being no additional costs to the Board.

No teacher shall be required to perform supervision duties in excess of the amount assigned as of March 1, 2005, subject to modifications/changes in the assignment of the staff at the worksite.

- (b) Effective September 1, 2005, the Board shall make every reasonable effort to ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five (5) day instructional cycle.
- (c) Effective September 1, 2006, the Board shall ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five day instructional cycle. In addition, the Board shall make every reasonable effort to reduce the amount of supervision time each teacher is required to perform to a maximum of 80 minutes in a five day instructional cycle.
- (d) The Board and the Union shall establish, within 14 days of the ratification of this Agreement, a Joint Supervision Committee made up of three representatives of the Federation and three representatives of the School Board. In addition, each school shall establish, within 14 days of the ratification of this Agreement, a Local School Supervision Committee made up of teachers and school administrators.
- (e) The Joint Supervision Committee will, within twenty (20) days of ratification of this Agreement, and no later than May 15 of each subsequent year, develop supervision guidelines for schools to implement for the following September. Within thirty (30) days of ratification of this Agreement, and by June 1, of each subsequent school year, each School Supervision Committee shall create and submit a proposed supervision schedule for the following school year to the Joint Supervision Committee.
- (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 a supervision schedule which is consistent with the provisions of this Agreement. In the event that the Joint Supervision Committee is unable to agree on such model within forty-five (45) days of ratification or prior to June 30 of the relevant school year, the differences between the parties shall forthwith be forwarded to the Provincial Stability Commission for a binding decision.
- (g) The Local School Supervision Committee shall be reconvened within five (5) days of any changes to staffing throughout the school year.

ARTICLE XV - WORKING CONDITIONS (continued)

- (h) For the purpose of the supervision provisions of the Collective Agreement, supervision time shall be defined as the time a teacher is assigned to supervise students as per the school supervision schedule outside the 300 minute instructional day as defined in Article 15.09.

Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional day as defined in Article 15.09.

For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty, and other assigned duties undertaken before the beginning of opening exercises in the morning, before the commencement of classes following the lunch interval, during recesses and after the instructional day.

- (i) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.

15.08 School Staff Advisory Committees

Effective September 1, 2005, a School Staff Advisory Committee will be established in each school consisting of the Principal, Union Steward and up to two other teachers elected by the teaching staff. It is understood that each building of a twinned school shall have teacher representation.

This committee shall:

- (a) meet as the Local School Supervision Committee in accordance with Article 15.07;
- (b) meet prior to June 15 each year to discuss and make recommendations to the Principal regarding timetables and staff meeting dates;
- (c) meet prior to the submission of the proposed school organization for the following school year to discuss projected enrolment and the number of teachers assigned to the school.

The Principal shall determine all surplus staff, vacancies and staff assignments. The parties acknowledge that the role of this committee is advisory and that this Article does not restrict the principal's right to manage the school.

15.09 Instructional Day

The instructional day shall be 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 break(s).

15.10 Scheduling of Parent/Teacher Interviews

Effective September 1, 2005, at the end of the first reporting period (i.e December), a teacher shall be available for interviews with parents the evening before a Professional Activity day and the morning of the Professional Activity day. At the conclusion of the morning interview period, teachers may use that afternoon at their discretion.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL**16.01 Definitions**

- (a) **Surplus to School Teacher** - is a teacher who has been identified by qualifications and seniority as being in excess of the staffing requirements of a particular school for the ensuing school year.
- (b) **Redundant Teacher** - Teachers with lower seniority than the staff complement specified for the system, in accordance with Article XVI, shall be declared redundant. Teachers designated as redundant shall not be assigned a timetable until they have been removed from that category.
- (c) Throughout this Article, all references to qualified teachers refers to qualifications listed on the Ontario College of Teachers' Certificate of Qualification.
- (d) Where a teacher cannot be assigned a timetable in his/her school, in his/her areas of qualification as per the Certificate of Qualification, the teacher will be transferred to an available position in another school in accordance with his/her qualifications as per the Certificate of Qualification.

16.02 Seniority

Teachers shall be declared surplus or redundant according to the needs of the program and seniority. Seniority shall be determined using length of teaching service. The order shall be:

(a) For all teachers covered by this Agreement:

Total number of years and/or part years of service as an elementary school teacher (not including occasional teaching service) with the Board or its predecessor Boards, calculated from the commencement of employment as a teacher up to and including December 31st of each Agreement year.

(b) For teachers whose seniority numbers are tied and who are in the bottom ten percent of the seniority list:

- (i) Length of service as a teacher with the Board and its predecessor Boards, including secondary teaching (not including secondary occasional teaching service) and elementary long-term occasional service for teachers hired prior to September 1, 1998, and elementary long-term occasional service as of December 31 of the current school year. Long-term occasional work must have occurred after August 31, 1990.

Long-term occasional is defined as a minimum of ten (10) consecutive days in the same assignment.

- (ii) Length of total teaching service with the Board and its predecessor Boards, including casual occasional service as of December 31 of the current school year. Casual occasional service must have occurred after August 31, 1993. The Board's records will be accepted as correct in determining casual occasional service.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)

- (iii) Length of total teaching service (not including occasional teaching service) in Ontario.
 - (iv) Length of total teaching service (not including occasional teaching service).
 - (v) By lot conducted by the Superintendent of Human Resources and the Local. Affected members have a right to attend at the meeting when the lot numbers are drawn. Lot numbers will be redrawn yearly. Such meeting shall be held prior to December 15 for those teachers who were hired as of the beginning of the school year.
- (c) For teachers who are not covered by 16.02 (b), but subsequently are at risk of being declared surplus and have a tied seniority number, Articles 16.02 (b) (i) to (v) shall be applied.

16.03 Further Conditions

- (a) Length of service will be pro-rated for occasional teaching service, part-time and/or part-year teachers expressed to two decimal places for 16.02 (b) (i) to (iv).
- (b) For the purpose of seniority credits, all leaves granted by the Board shall count towards length of service.
- (c) Effective September 1, 2005, seniority accrued prior to retirement shall be lost.
- (d) In determining seniority credits, the maximum seniority that can be accrued is one year in any one school year.

16.04 Posting of Seniority List

- (a) Beginning January 1, 2006, the Board shall prepare and post on a conference in the Board's FirstClass E-mail system a list of teachers in order of seniority, by February 15 of each year. The GEETF shall also be provided with a copy of such list. The seniority list shall include the name and workplace of each teacher and reflect the calculations pursuant to Article 16.02 above.
- (b) Within ten (10) teaching days of the posting of the list, a teacher who considers his/her position on the seniority list to be incorrect, shall report the error, in writing, to the Superintendent responsible for Human Resources or designate, and to the GEETF. The Superintendent responsible for Human Resources, or designate, shall respond in writing within five (5) teaching days, and shall revise the list, if necessary. The revised seniority list shall be posted in every elementary workplace by March 20 each year.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**16.05 Surplus to School Declaration**

- (a) The teacher with least seniority (placement on the Board Seniority List generated according to Article 16.02) will be declared surplus to school if the number of staff exceeds the teacher complement assigned to that school. Notwithstanding the foregoing, a teacher will not be declared surplus if no teacher from that school above him/her on the seniority list is qualified or commits to become qualified prior to the commencement of the assignment to fill the needs of the program. Instead, that teacher will fill the position and the next teacher from that school on the list will be declared surplus.
- (b) Beginning January 1, 2006, each Surplus List shall be posted on the JobPostings conference in the Board's FirstClass E-mail system no later than May 1, and shall be provided to the GEETF.
- (c) Effective September 1, 2005, should a teacher be declared surplus to school during the school year because the number of staff exceeds the teacher complement assigned to that school, such declaration shall be made in accordance with Article 16.05 (a).
- (d) The Board shall notify, in writing, each teacher who is to be declared surplus no later than May 1. Copies of all letters shall be sent to the GEETF.
- (e) The President of the GEETF shall be provided with all relevant information regarding surplus declarations prior to the declarations.

16.06 Staff Transfers

- (a) The Superintendent responsible for Human Resources shall make staff transfers where deemed necessary, at any time in any school year. In effecting such a transfer, the Superintendent responsible for Human Resources shall consider travel as a relevant consideration.
- (b) Any teacher placed by transfer in accordance with 16.06 (a) shall not be placed again by such transfer in the following school year except by mutual agreement.
- (c) Any teacher who is transferred or has a change of teaching assignment during the school year, whether or not the transfer or change of teaching assignment is by mutual consent, shall be entitled to be notified at least five (5) school days in advance of the transfer or change of teaching assignment. Two (2) school days without regular teaching duties shall be provided prior to the beginning of the new assignment.

Notwithstanding the above, the five (5) school days advance notice shall be waived should the notification of transfer or change of teaching assignment occur during the first week of school and, effective September 1, 2005, during the month of September.

For the purpose of this Article a change of teaching assignment shall not include a change of assignment where a portion of the original assignment is included.

- (d) Upon request of the teacher, the Board will transport the teacher's school materials from the original building to the new building.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**16.07 Vacancies**

- (a) Each principal shall report all vacancies in his/her school to the Superintendent responsible for Human Resources. The initial vacancies shall be compiled into a Vacancy List. A copy of the Vacancy List shall be posted in each workplace where elementary teachers are assigned, and shall be forwarded to the President of the GEETF. Effective September 1, 2005, a copy of the Vacancy List shall be posted on the JobPostings conference in the Board's FirstClass E-mail system and shall be provided to the President of the Bargaining Unit.
- (b) The Vacancy List shall be updated as needed by the Superintendent responsible for Human Resources, and all updates shall be posted in each workplace where elementary teachers are assigned. Effective September 1, 2005, all updates shall be posted on the JobPostings conference in the Board's FirstClass E-mail system.
- (c) During periods of surplus and redundancy only, all vacancies shall be posted in each workplace where elementary teachers are assigned and on the Board's website for a minimum of seventy-two (72) hours, excluding weekends and holidays, before the position is offered to any teacher.

Effective September 1, 2005, during periods of surplus and redundancy only, all vacancies shall be posted on the JobPostings conference in the Board's FirstClass E-mail system for a minimum of seventy-two (72) hours, excluding weekends and holidays, before the position is offered to any teacher.

Teachers may telephone their application to the school administrator with a written follow-up prior to or during the interview.

During the school year, administrators shall endeavour to ensure that scheduled interview times are convenient for applicants.

- (d) All teachers covered by this Agreement, except for redundant teachers, may apply for any vacancy from the Vacancy List for which they are qualified.
- (e) Where no teacher with the required qualifications applies for a vacancy, a teacher lacking the required qualifications may apply for said vacancy provided he/she agrees, in writing, to acquire the necessary qualifications prior to the commencement of the assignment.

16.08 Effective September 1, 2005, a part-time teacher notifies the Board of his/her intention to increase his/her teaching time for the following school year by submitting to the Board a Notification of Intent to Increase Teaching Assignment form by March 1. From April 15 to June 15, only teachers who have submitted a Notification of Intent to Increase Teaching Assignment form may apply to posted positions which may result in an increase to his/her teaching assignment. Notwithstanding the foregoing, a teacher who does not submit a Notification of Intent to Increase Teaching Assignment form, may apply for posted positions to increase his/her teaching time once all surplus teachers have been placed.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**16.09 Placement of Surplus to School and Unassigned Teachers For the Upcoming School Year**

- (a) A Surplus to school or unassigned teacher who still requires placement shall be offered a position based on qualifications in order of his/her seniority number. A surplus to school or unassigned teacher shall have twenty-four (24) hours, exclusive of weekends, from the time a position is offered, to accept a vacant position. A surplus to school or unassigned teacher who refuses, or accepts, a position, must confirm his/her decision in writing, to the Superintendent responsible for Human Resources. Failure to notify in writing within the twenty-four (24) hours shall be considered notice of rejection of a position. If a surplus to school or unassigned teacher refuses two offers of a position, it shall be the responsibility of the Superintendent responsible for Human Resources to ensure that such teacher is assigned to a suitable position for which he/she is qualified. The Superintendent responsible for Human Resources will confirm a placement electronically to the GEETF.
- (b) If no vacancy exists for which a surplus to school or unassigned teacher is qualified, it shall be the responsibility of the Superintendent responsible for Human Resources 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. The teacher thus displaced from a position shall be declared redundant.
- (c) If, after following the procedure set out in 16.09 (a) and 16.09 (b), there is no vacancy for which a surplus to school or unassigned teacher is qualified, that teacher shall be declared a redundant teacher.
- (d) A surplus to school or unassigned teacher may elect to refuse to displace another teacher. Such teacher then becomes redundant.

16.10 Placement of Surplus to School Teachers During the School Year

All teachers who are declared surplus to school at any time during the school year shall attend a meeting arranged by the Superintendent of Education responsible for Human Resources or designate, to discuss placement.

The President and one other Union representative shall attend such a meeting.

At the meeting, all surplus to school teachers shall be given a list of vacancies available for placement.

Each teacher shall select a position based on qualifications in order of his/her seniority number.

It is understood that a teacher may not increase his/her FTE through this placement and that the final decision for placement under this Article rests with the Superintendent of Education responsible for Human Resources.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)**16.11 Redundant Teachers**

- (a) The number of teachers declared redundant by the Board shall be determined by the total reduction of staff necessary based on the provisions of Article XIV and Board budget considerations, and considering projected enrolments, known leaves of absence, retirements and resignations.
- (b) Reductions in staff shall start at the bottom of the Seniority List with the least senior teacher and proceed up the ranked list.
- (c) The President of the GEETF shall be notified of redundancies prior to the declaration of redundancies.
- (d) A list of all redundant teachers shall be prepared by the Superintendent responsible for Human Resources. A copy of the Redundancy List shall be posted in each workplace where elementary teachers are assigned, no later than May 1 of each year, and shall be forwarded to the GEETF.
- (e) The Board shall notify, in writing, each teacher who is to be declared redundant no later than May 1. Copies of all letters shall be sent to the GEETF.

16.12 Recall

- (a) A teacher who is laid off shall retain seniority and recall rights for a period not to exceed two (2) years from the date of termination of employment.
- (b) No new teacher shall be hired until such time as there are no surplus, redundant or laid off teachers with the required qualifications for the teaching position to be filled.
- (c) In all cases of recall, a teacher shall be recalled in accordance with his/her seniority ranking provided he/she has the necessary qualifications for the teaching position to be filled or he/she agrees, in writing, to become qualified prior to the commencement of the assignment.
- (d) All teachers eligible for recall shall file with the Board and the GEETF their most recent address and telephone number. Teachers who do not inform the Board of where they may be reached for recall purposes shall forfeit their right to recall if they are no longer residing at their last known address to the Board.
- (e) A teacher who is recalled in accordance with this Article shall be reinstated as though there had been no interruption in service or seniority. Teaching experience for grid placement purposes shall not accrue during any period of lay-off. On recall, a teacher is entitled to sick leave accrued to the time of termination.
- (f) The Superintendent responsible for Human Resources, or designate, shall notify the President of the GEETF immediately of the names of all teachers who have exhausted their recall rights according to Article 16.12 or who have been recalled.

ARTICLE XVI - SENIORITY, SURPLUS AND REDUNDANT STAFF, RECALL (continued)

- (g) Subject to eligibility requirements, as specified by the carriers, teachers on lay-off and eligible for recall, shall be entitled to continue participation in the group extended health, dental benefit and life insurance plans to which he/she belonged at the time of termination of employment for a maximum of up to two (2) years from the date the teacher's employment terminated. Such teacher must pay 100% of the premium costs.
- (h) An offer of position shall be made originally by telephone. A teacher shall inform the Board of his/her acceptance or rejection within twenty-four (24) hours of receiving the offer, exclusive of Saturday and Sunday. A teacher who fails to inform the Board within twenty-four (24) hours shall be deemed to have rejected the offer.
- (i) If no contact can be made with the teacher by telephone, the Board shall contact the teacher, in writing, by priority post or courier. It shall be deemed a refusal of an offer if a redundant teacher does not respond to the offer of a position by midnight on the seventh (7th) calendar day after the date of mailing of the written offer.
- (j) A teacher has the right to refuse three notices of recall to a position offered by the Board without prejudice to the teacher's recall rights. A fourth refusal of an offer will result in the teacher losing all rights of recall. In offering a position, the Superintendent responsible for Human Resources shall consider travel as a relevant consideration.

The Superintendent responsible for Human Resources, or designate, shall notify the President of the GEETF immediately of all offers and/or refusals.
- (k) At the time of recall, a teacher who is enrolled in an educational upgrading course which prevents him/her from assuming the duties of a position offered by the Board shall be assigned to the available position in accordance with this Article and shall be granted an unpaid leave of absence for the duration of the course.
- (l) A teacher who was on a part-time assignment at the time he/she was laid off shall be recalled into part-time assignments only, as long as there are teachers who had full-time assignments with recall rights and greater seniority.
- (m) A teacher who was on a full-time assignment shall be recalled to either full-time or part-time assignments, provided that a teacher who had a full-time assignment shall have the right to refuse a part-time assignment without losing his/her right of recall.

ARTICLE XVII - GRIEVANCE AND ARBITRATION PROCEDURE**17.01 Definitions**

- (a) A "grievance" shall be defined as any matter arising from the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.
- (b) A "party" shall be defined as:
 - (i) the Union
 - (ii) the Board
- (c) "Days" shall mean regular work days unless otherwise indicated.

17.02 A teacher shall have the right to have present a representative from ETFO to assist the teacher at any stage of this grievance and arbitration procedure.

17.03 (a) Step One - Complaint Stage

Any dispute must first be discussed by the teacher with the Principal, or immediate supervisor, within twenty (20) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the grievor may file a formal grievance at Step Two, within ten (10) days of the discussion with the Principal or Supervisor.

(b) Step Two

The grievor must submit a written grievance with the Superintendent responsible for Human Resources, or designate, who shall answer the grievance in writing within ten (10) days of receipt of the grievance.

The written grievance shall contain:

- (i) a description of how the alleged dispute is in violation of the Agreement; AND
- (ii) a statement of the facts to support the grievance; AND
- (iii) the relief sought; AND
- (iv) the signatures of the duly authorized official of the GEETF, and the teacher concerned.

(c) Step Three

If no settlement is reached at Step Two, the GEETF may, within ten (10) days of receipt of the written reply of the Superintendent responsible for Human Resources, refer the matter to the Director of Education. The GEETF shall present the grievance to the Director of Education at a meeting to be held within twenty (20) days of the Board's receipt of the grievance. The Director of Education shall answer the grievance, in writing, within five (5) days of the meeting.

17.04 If the reply of the Board is unacceptable to the GEETF, it may, within ten (10) days of receiving the written reply of the Director of Education, apply for arbitration. Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the arbitration procedure.

ARTICLE XVII - GRIEVANCE AND ARBITRATION PROCEDURE (continued)**17.05 Policy and Group Grievance**

The GEETF has the right to file a policy grievance or group grievance on behalf of two or more teachers who are similarly affected as a result of an alleged violation of the Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two except that a Board grievance shall be filed with the President of the GEETF and at Step Three, a Board representative shall present its grievance to the GEETF's Grievance Committee.

17.06 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the recipient of the notice fails to appoint an Arbitrator or, if the two appointees fail to agree upon a chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of the either party. Notwithstanding the foregoing, the parties may mutually agree to submit the grievance to a single Arbitrator. If the parties are unable to agree to the Arbitrator, the appointment shall be made by the Minister of Labour.

A single Arbitrator or a Board of Arbitration shall hear the pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision within the timelines specified by the Ontario Labour Relations Act. The decision shall be final and binding upon the parties and upon any teacher affected by it.

The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against timelines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

17.07 Time restrictions may be extended if mutually agreed in writing.

17.08 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.

17.09 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 of the fees and expenses of the chair of the Arbitration Board.

ARTICLE XVII - GRIEVANCE AND ARBITRATION PROCEDURE (continued)

- 17.10** Where a teacher has been dismissed for just cause, the teacher may file a grievance at Step Two within ten (10) school days of written notice of termination.
- 17.11** 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 shall stipulate the name of the person and the timeline for grievance mediation to occur.
- 17.12** A teacher's attendance at a meeting at any stage of the grievance procedure, including arbitration, shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day. Costs for the teacher shall be paid by the Union.

ARTICLE XVIII - PROFESSIONAL DEVELOPMENT

- 18.01** The Board shall allocate funds each school year for the sole purpose of funding Professional Development activities for teachers covered under this Collective Agreement.
- 18.02** If the Board requires a teacher to attend a conference, convention, workshop or course, the Board shall reimburse such teacher for pre-authorized expenses.
- 18.03** Each school year the Board shall allocate \$108,000. The funds shall be allocated to each school on a staff per capita basis, and administered at each school by a committee of teachers and one school administrator.
- 18.04** Funds not expended in a given year will be added to the next year's school-based Professional Development Fund.
- 18.05** Any activity requiring a teacher to be absent from his/her assigned duties requires prior approval from the principal.
- 18.06** The Union is entitled to representation on the School Year Calendar Committee.
- 18.07 Teacher Development Account**

A one-time allowance for each full-time teacher on staff with the Board in 2004-2005 has been provided by the Ministry of Education. The Board agrees to provide these funds, in the amount of \$503,603 within seven (7) days of ratification by both parties to be administered by the Union to be used by teachers for expenses incurred for computers, software, peripherals, professional materials and courses.

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

Any unclaimed amounts as of August 31, 2006, which could otherwise have been paid to teachers shall be retained by the GEETF to be used for professional development.

ARTICLE XIX - POSTING/ADVERTISING OF VACANCIES

19.01 The Board shall post all vacancies for a minimum of four (4) school days in each workplace where elementary teachers are assigned and on the Board's website and may simultaneously advertise provincially, subject to the provisions of Article XVI.

Effective September 1, 2005, except for the period July 7 to August 1, the Board shall post all vacancies for a minimum of five (5) school days in each workplace where elementary teachers are assigned and on the Board's website and may simultaneously advertise provincially, subject to the provisions of Article XVI.

Effective September 1, 2006, except for the period July 7 to August 1, the Board shall post all vacancies for a minimum of four (4) school days, in each workplace where elementary teachers are assigned and on the Board's website and may simultaneously advertise provincially, subject to the provisions of Article XVI.

Effective September 1, 2007, except for the period July 7 to August 1, the Board shall post all vacancies for a minimum of three (3) school days, excluding weekends or statutory holidays, on the JobPosting Conference in the Board's FirstClass E-mail system and may simultaneously advertise provincially, subject to the provisions of Article XVI.

Notwithstanding the foregoing, during August, the Board agrees to post in all workplaces where elementary teachers are assigned, all vacancies for five (5) days, excluding weekends or statutory holidays, and may simultaneously advertise provincially, subject to the provisions of Article XVI.

Notwithstanding the foregoing, effective September 1, 2005, for the period August 1 to September 1, the Board shall post all vacancies for a minimum of five (5) days, excluding weekends or statutory holidays on the JobPosting Conference in the Board's FirstClass E-mail system, and may simultaneously advertise provincially, subject to the provisions of Article XVI.

19.02 All postings shall include title, requisite experience, qualifications, salary for any position other than teaching, effective date and term, if any.

19.03 Subject to Article 16.07 (d), during the period between April 1 and June 15, only members of the Bargaining Unit shall be eligible to apply for postings.

However, the Board may advertise and hire teachers externally prior to June 15 if there are no surplus or redundant teachers and all qualified teachers have been placed.

Notwithstanding the foregoing, where no successful candidate is found, the Board reserves the right to advertise and hire externally.

19.04 (a) A teacher may indicate his/her interest in a position by notification to the school administrator by telephone with a written resume received by the school administrator by the closing time.

(b) Administrators shall endeavour to ensure that scheduled interview times during the school year are convenient for applicants.

ARTICLE XIX - POSTING/ADVERTISING OF VACANCIES (continued)

- (c) Any teacher covered by this Agreement may apply for any vacancy for which he/she is qualified. This Article shall not apply to a teacher who is redundant at the time of the application for a vacancy.
- (d) Where no teacher with the required qualifications applies for a vacancy, a teacher lacking the required qualifications may apply for said vacancy provided he/she agrees, in writing, to acquire the necessary qualifications prior to the following September.

19.05 A copy of each job posting shall be sent to the President of the GEETF.

ARTICLE XX - TERMINATION OF EMPLOYMENT

20.01 A teacher and/or the Board 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. This Article shall not apply in the case of redundancy which is governed by Article XVI and in the event of termination for just cause.

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

20.03 The employment relationship shall be terminated when:

- a teacher retires or resigns
- a teacher is laid off for more than two years; or
- a teacher fails to return to work during the recall period.

ARTICLE XXI - ACTING ADMINISTRATIVE POSITIONS/ADMINISTRATIVE DESIGNATE

21.01 The parties agree that a teacher who is a member of the Bargaining Unit may substitute for an absent Principal or Vice-Principal for a period not to exceed one (1) year. For purposes of determining seniority, service in an acting position shall be considered as continuous service in the bargaining unit.

A member who accepts such a position shall remain a member of the Bargaining Unit and shall continue to pay union dues.

A member who accepts such a position shall not be responsible for evaluating or disciplining members of the Bargaining Unit.

21.02 An Administrative Designate will be appointed at each school building. No teacher shall be compelled to accept such an appointment. The job description was developed cooperatively by the Union and the Board and shall be reviewed in June of each year. The Administrative Designate shall be paid an annual allowance of \$600. Effective September 1, 2005 the Administrative Designate shall be paid an annual allowance of \$1,000.

ARTICLE XXII - PROBATIONARY PERIOD

22.01 A newly-hired teacher shall serve a probationary period equivalent to one (1) full school year.

ARTICLE XXIII - ACCESS TO INFORMATION

23.01 The only personnel file respecting a teacher shall be maintained by Human Resources Services of the Board and shall be available and open to the teacher for inspection in the presence of the Superintendent responsible for Human Resources, or designate, at any reasonable time during the regular working hours of the Department.

23.02 A teacher shall be entitled to request copies, without cost, of any materials contained in his/her personnel file.

23.03 Where a teacher authorizes, in writing, access to his/her personnel file by another person acting on the teacher's behalf, Human Resources Services shall provide such access, as well as copies of materials contained therein, without cost, if also authorized and requested.

23.04 A teacher shall receive copies of any materials placed in his/her personnel file within seven (7) calendar days of the material being filed.

When a principal or supervisor calls a teacher to a meeting which may result in discipline, the principal or supervisor shall inform the teacher of the nature of the meeting and shall provide a minimum of twenty-four (24) hours notice for such a meeting. The teacher is entitled to Union representation at such a meeting.

23.05 A teacher has the right to add a rebuttal to his/her file with a copy to his/her principal or immediate supervisor.

23.06 A teacher is entitled to:

- (a) request a correction of his/her own personal information if he/she believes there is an error or omission;
- (b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made;
- (c) require that any person or body, to whom the personal information has been disclosed within one year prior to the time a correction is requested or statement of disagreement is required, be notified of the correction or statement of disagreement.

23.07 Upon written request the Board shall provide the Union with data relevant to negotiations and the administration of this Agreement. The Board shall endeavour to provide such data within fifteen (15) teaching days of the request being made.

ARTICLE XXIV - CREATION OF A NEW POSITION

24.01 Prior to creating a new position to be filled by a teacher who is covered by this Agreement, the Board shall consult with the Union. After the consultation, should the Board create the new position, the parties shall negotiate the annual salary and allowance, if any. If no agreement is reached, the matter may be submitted to arbitration in accordance with the provisions of Article 17.06 (Arbitration). The Board may fill the position pending the resolution of the arbitration. The annual salary and allowance, if any, shall be payable from the date the teacher commences duties in the new position.

ARTICLE XXV - UNION REPRESENTATIVES

25.01 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 teachers in a particular school or workplace on behalf of the Union (Union Steward).

25.02 The Board shall provide the Union Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

25.03 Subject to the approval of the principal, the Union may have access to its members at all schools and workplaces for Union business provided that it does not interrupt the instructional day.

ARTICLE XXVI - HARASSMENT

26.01 The Board and the Union agree that every employee is entitled to freedom from harassment in the workplace.

26.02 A teacher will not be subject to any reprisals as a result of filing a legitimate harassment complaint. A complainant shall not be transferred without consent.

26.03 Nothing in this Collective Agreement shall be construed as limiting or affecting the right of any teacher who complains of harassment to pursue any other remedy that might be available in any other forum.

26.04 Nothing in this Collective Agreement shall be construed as limiting or affecting the right of any teacher who has been accused of harassment to grieve unjust discipline, dismissal, discharge or demotion or to pursue any other remedy that might be available in any other forum.

ARTICLE XXVII - OCCUPATIONAL HEALTH AND SAFETY

27.01 (a) The parties agree that it is the Board's obligation to provide a safe and healthy workplace environment. The Board shall make all reasonable provision for the health and safety of employees. The parties agree to abide by the regulations of the Occupational Health and Safety Act. The parties agree to abide by the health and safety guidelines established for the Joint Occupational Health and Safety Committee.

(c) No teacher shall be discharged, penalized or disciplined because the teacher has acted in compliance with the Occupational Health and Safety Act or the Regulations.

ARTICLE XXVIII - CORRESPONDENCE

28.01 All correspondence between the parties arising out of this Agreement shall pass to/from the Director of Education, or designate, and to/from the President of the Union, or designate, unless otherwise specified in this Agreement.

ARTICLE XXIX - COPIES OF THE COLLECTIVE AGREEMENT

29.01 Each member of the bargaining unit, including any teacher on leave, shall be provided with a copy of this Agreement, at Board expense, within thirty (30) days of the signing of this Agreement. Each applicant, when accepted for employment, shall be provided with a copy of this Agreement at Board expense.

ARTICLE XXX - JUST CAUSE

30.01 A teacher shall not be disciplined or discharged except for just cause. The reasons for discipline or discharge shall be communicated in writing to the teacher.

30.02 When a principal or supervisor calls a teacher to a meeting which may result in discipline, the principal or supervisor shall inform the teacher of the nature of the meeting and shall provide a minimum of twenty-four (24) hours notice for such a meeting. For such a meeting the teacher is entitled to Union representation.

30.03 When a principal or supervisor calls a teacher to a meeting to discuss an unsatisfactory evaluation, the principal or supervisor shall inform the teacher of the nature of the meeting and shall provide a minimum of twenty-four (24) hours notice for such a meeting. For such a meeting the teacher is entitled to Union representation. The priority for the observation of a teacher, during the teacher performance appraisal, will be in the areas of his/her core assignment.

ARTICLE XXXI - EVALUATION

31.01 The Board shall have a policy and procedures for performance review. Any such policy or procedures shall be developed in consultation with the Union. Formal evaluation shall only be in accordance with the policy and procedures.

31.02 Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence. No member of the Union shall be required or requested to evaluate another teacher's competence or any other Board employee's competence.

31.03 Effective September 1, 2005, the priority for the observation of a teacher, during the teacher performance appraisals, will be in the areas of his/her core assignment.

ARTICLE XXXII - AMENDMENTS

32.01 Any amendment to this Agreement shall be made in writing upon mutual consent of the Parties.

IN WITNESS WHEREOF the parties have through their duly authorized representatives hereunto signed their names as of the _____ day of _____, 2005.

FOR THE UNION

FOR THE BOARD

President, GEETF

Board Chair

Chief Negotiator

Vice-Chair

Negotiator, GEETF

Director of Education and Secretary

ADDENDUM I

PART XIV LEAVES OF ABSENCE

Definitions

45. In this Part,

"parent" includes a person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own, and "child" has a corresponding meaning; ("pere ou mere")

"same-sex partner" means either of two persons of the same sex who live together in a conjugal relationship outside marriage; ("partenaire de meme sexe")

"spouse" means,

- (a) a spouse as defined in section 1 of the *Family Law Act*, or
- (b) either of two persons of the opposite sex who live together in a conjugal relationship outside marriage. ("conjoint") 2000, c. 41, s. 45; 2001, c. 9, Sched. I, s. 1 (9).

Pregnancy Leave

Pregnancy leave

46. (1) A pregnant employee is entitled to a leave of absence without pay unless her due date falls fewer than 13 weeks after she commenced employment. 2000, c. 41, s. 46 (1).

When leave may begin

(2) An employee may begin her pregnancy leave no earlier than the earlier of,

- (a) the day that is 17 weeks before her due date; and
- (b) the day on which she gives birth. 2000, c. 41, s. 46(2).

Exception

(3) Clause (2) (b) does not apply with respect to a pregnancy that ends with a still-birth or miscarriage. 2000, c. 41, s. 46 (3).

Latest day for beginning pregnancy leave

(3.1) An employee may begin her pregnancy leave no later than the earlier of,

- (a) her due date; and
- (b) the day on which she gives birth, 2001, c. 9, Sched. I, s. 1 (10)

Notice

(4) An employee wishing to take pregnancy leave shall give the employer,

- (a) written notice at least two weeks before the day the leave is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating the due date. 2000, c. 41, s. 46 (4).

Notice to change date

(5) An employee who has given notice to begin pregnancy leave may begin the leave,

- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day; or
- (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 46 (5).

Same, complication, etc.

(6) If an employee stops working because of a complication caused by her pregnancy or because of a birth, still-birth or miscarriage that occurs earlier than the due date, subsection (4) does not apply and the employee shall, within two weeks after stopping work, give the employer,

- (a) written notice of the day the pregnancy leave began or is to begin; and
- (b) if the employer requests it, a certificate from a legally qualified medical practitioner stating,
 - (i) in the case of an employee who stops working because of a complication caused by her pregnancy, that she is unable to perform the duties of her position because of the complication and stating her due date,
 - (ii) in any other case, the due date and the actual date of the birth, still-birth or miscarriage. 2000, c. 41, s. 46 (6).

End of pregnancy leave

47. (1) An employee's pregnancy leave ends,

- (a) if she is entitled to parental leave, 17 weeks after the pregnancy leave began;
- (b) if she is not entitled to parental leave, on the day that is the later of,
 - (i) 17 weeks after the pregnancy leave began, and
 - (ii) six weeks after the birth, still-birth or miscarriage. 2000, c. 41, s. 47 (1).

Ending leave early

- (2)** An employee may end her leave earlier than the day set out in subsection (1) by giving her employer written notice at least four weeks before the day she wishes to end her leave. 2000, c. 41, s. 47 (2).

Changing end date

- (3)** An employee who has given notice under subsection (2) to end her pregnancy leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day;
 - or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 47 (3).

Employee not returning

- (4)** An employee who takes pregnancy leave shall not terminate her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 47 (4).

Exception

- (5)** Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 47 (5).

Parental Leave

Parental leave

- 48.** (1) An employee who has been employed by his or her employer for at least 13 weeks and who is the parent of a child is entitled to a leave of absence without pay following the birth of the child or the coming of the child into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (1).

When leave may begin

- (2)** An employee may begin parental leave no later than 52 weeks after the day the child is born or comes into the employee's custody, care and control for the first time. 2000, c. 41, s. 48 (2).

Restriction if pregnancy leave taken

- (3)** An employee who has taken pregnancy leave must begin her parental leave when her pregnancy leave ends unless the child has not yet come into her custody, care and control for the first time. 2000, c. 41, s. 48 (3).

Notice

- (4)** Subject to subsection (6), an employee wishing to take parental leave shall give the employer written notice at least two weeks before the day the leave is to begin. 2000, c. 41, s. 48 (4).

Notice to change date

- (5)** An employee who has given notice to begin parental leave may begin the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before that earlier day;
 - or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least two weeks before the day set out in the original notice. 2000, c. 41, s. 48 (5).

If child earlier than expected

- (6)** If an employee stops working because a child comes into the employee's custody, care and control for the first time earlier than expected,
- (a) the employee's parental leave begins on the day he or she stops working; and
 - (b) the employee must give the employer written notice that he or she is taking parental leave within two weeks after stopping work. 2000, c. 41, s. 48 (6).

End of parental leave

- 49.** (1) An employee's parental leave ends 35 weeks after it began, if the employee also took pregnancy leave and 37 weeks after it began, otherwise. 2000, c. 41, s. 49 (1).

Ending leave early

- (2)** An employee may end his or her parental leave earlier than the day set out in subsection (1) by giving the employer written notice at least four weeks before the day he or she wishes to end the leave. 2000, c. 41, s. 49 (2).

Changing end date

- (3)** An employee who has given notice to end his or her parental leave may end the leave,
- (a) on an earlier day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the earlier day;
 - or
 - (b) on a later day than was set out in the notice, if the employee gives the employer a new written notice at least four weeks before the day indicated in the original notice. 2000, c. 41, s. 49 (3).

Employee not returning

- (4)** An employee who takes parental leave shall not terminate his or her employment before the leave expires or when it expires without giving the employer at least four weeks' written notice of the termination. 2000, c. 41, s. 49 (4).

Exception

- (5)** Subsection (4) does not apply if the employer constructively dismisses the employee. 2000, c. 41, s. 49 (5).

ADDENDUM II

SELF-FUNDED LEAVE PLAN

(a) Intent and Limits of the Plan

- (i) The Self-Funded Leave Plan has been developed to afford teachers the opportunity to take a leave of absence by spreading $n + y$ years salary payments over a ("n" + "y") year period, and through deferral of salary, finance the leave. "n" shall be the number of years prior to the leave and shall not exceed four and three fifths (4.6) years. "y" shall be the duration of the leave and shall be either two fifths (0.4), three fifths (0.6) or one (1) full year. The leave of absence must be taken in the final school year of the plan. Any leave which is less than one (1) full year must be taken either from September to December or January to June.
- (ii) The plan is not intended to discourage a teacher from applying for other types of leave.
- (iii) While on leave, the teacher may engage in such plans of education and employment as he/she chooses except that he/she may not be employed in the day schools operated by the Grand Erie District School Board in any capacity.
- (iv) The Board assumes no responsibility for any consequences arising out of the plan related to effects on the teacher's superannuation provisions, income tax arrangements, Employment Insurance, and the Canada Pension Plan. All financial or legal indemnities arising from this plan shall be borne by the teacher.

(b) Qualifications

- (i) Any permanent teacher having at least three years' teaching experience is eligible to participate in the plan.
- (ii) All teachers wishing to participate in the plan are required to sign an application form and an agreement setting out the terms and conditions of the leave.

(c) Application

- (i) A teacher must make written application to the Director of Education on or before April 30th, requesting permission to participate in the plan.
- (ii) The application form shall set out the period in which the plan is to be effected, and the school year in which the teacher requests the leave provision.
- (iii) Final approval of the leave shall rest solely with the Board. Denial or approval shall not be subject to the grievance procedure.
- (iv) Written acceptance, or denial, of the teacher's request, with explanation will be forwarded to the teacher by May 31st in the school year the original request is made.

(d) Administration of the Plan

- (i) The Board will provide administrative services for the plan.
- (ii) In all years of the plan, the teacher will be paid a percentage of his/her proper grid salary and a percentage of his/her applicable allowance. The remaining percentage of the teacher's annual salary shall be placed in an individual trust fund held jointly by the Board and the teacher in order to pay the required percentage of salary in the year in which the leave is taken. Interest will be paid in each calendar year in which it is earned. Money will be deposited with any accredited banking institution as directed by the teacher provided that the institution can be changed only once per Agreement year if the teacher gives the Board thirty (30) days of notice in writing.
- (iii) During the years that the individual teacher is participating in the Self-Funded Leave Plan, all teacher benefits shall be maintained at a level as if the teacher were being paid at 100% of his/her salary, subject to continuing eligibility under the master contract. Premium costs during the leave year will be paid in full by the teacher. During the leave year, the Board shall deduct from each pay an amount equivalent to the total premium costs paid on the teacher's behalf.
- (iv) Pension plan deductions are to be continued as provided by the Teachers' Pension Plan Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating. Teachers are responsible for any other arrangements with the Pension Plan Board.
- (v) Income tax, Employment Insurance and Canada Pension Plan payments shall be deducted on the actual amounts received by the teacher during each of the years of the plan subject to Revenue Canada regulations in effect at the time.
- (vi) Sick leave credits shall not accumulate during the year 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.
- (vii) The year spent on leave shall not entitle the teacher to salary increment for that year.
- (viii) Subject to Article XII, the teacher will be guaranteed a position on return, but not necessarily in the same location. The Superintendent responsible for Human Resources shall consider travel as a relevant consideration when placing the teacher.
- (ix) 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 the salary deferred plus accrued interest, in a manner that is mutually agreeable to the Board and the teacher. If the teacher dies prior to going on leave, the salary that has been deferred plus accrued interest shall be paid to the teacher's estate.

- (x) A teacher may withdraw from the Plan prior to April 1st of the year preceding the school year in which the leave commences. An early withdrawal is subject to a \$50 service charge.
- (xi) A teacher returning from leave shall remain in the employ of the board for at least one (1) school year.

Grand Erie District School Board

Memorandum of Agreement

Elementary Teacher's Self-Funded Leave Plan

I have read and agree to the terms and conditions of the Self-Funded Leave Plan attached hereto. I also agree to the following additional conditions:

1. The _____-year period of my plan shall commence _____ and terminate _____.
2. I agree to take my self-funded leave commencing _____ and terminating _____.
3. During the school years _____, _____, _____ and _____, I agree to be paid at the rate of _____% of my annual salary as determined by the Agreement in effect during those years. I accept responsibility for any financial indemnity arising out of participation in this plan.
4. I agree to fulfill my contractual obligations to the Grand Erie District School Board until _____.
5. I agree during my self-funded leave year to be paid in total the amount withheld during the first _____ years in which I have participated in the plan plus any accumulated interest. The method of payment shall be the same as outlined in the Agreement.
6. I agree during the self-funded leave year to be responsible for 100% of the premium costs resulting from my participation in teacher benefit plans as described in the Agreement. I agree that the Board shall deduct such funds from each pay during my self-funded leave year.
7. I am fully aware that I may not withdraw from the plan except for circumstances of financial or other hardship. Unless there are extenuating circumstances, I shall be required to pay a \$50 administrative charge for early withdrawal from the Plan. Early withdrawal from the plan shall include leaving the employment of the Grand Erie District School Board.

Date _____ Teacher's Signature _____

Statement of the Board

The Board, by resolution passed on _____, agrees to the self-funded leave as proposed. Further, the Board agrees that all teacher benefits shall be maintained at a level as if the above teacher had received 100% of his/her salary, and that during the self-funded leave year, the Board shall deduct from each pay an amount equivalent to 100% of the premium costs of the benefits.

The Board agrees to all terms and conditions of the Self-Funded Leave Plan attached hereto.

Director of Education and Secretary of the Board

August 31, 2005

LETTER OF UNDERSTANDING

Ms Sandi Senneker
Chief Negotiator
Grand Erie Elementary Teachers' Federation
34 McMurray Street
Brantford, Ontario N3R 4J1

Dear Ms Senneker:

This will serve to confirm our understanding of the following matters as the result of our negotiations for a September 1, 2005 to August 31, 2008 Agreement.

1. The Board will record the assignments for Administrative Designates and shall share that information with the GEETF.
2. The Union shall provide to the Board, no later than October 31 each year, information regarding payroll deductions for the ETFO Humanity Fund. Such deduction will be a set amount per participating teacher and such deduction shall occur on the second pay in November each year. Such deductions shall be forwarded to the Union.
3. There shall be one joint presentation by the Board and the Union to all administrators to clarify all amendments to the Collective Agreement. Such presentation shall occur within thirty (30) days of ratification.

Yours truly,

Chair, Board's Negotiating Committee

LETTER OF INTENT

1. The Union and the Board agree to establish an ad hoc committee to review current staffing practices as they relate to percentage assignments. The committee shall consist of the Superintendent of Education responsible for Human Resources, or designate, Coordinator of Human Resources responsible for elementary staffing, two principals, the President of the Union, or designate, the Collective Agreement Officer, or designate, and two other Union representatives. The review shall focus on ways to eliminate the need for percentage assignments which are not 0.5 or 1.0 FTE positions. The committee shall be established no later than September 30, 2005 and shall meet monthly. Recommendations shall be made to Executive Council no later than January 30, 2006.