

# COLLECTIVE AGREEMENT

Between:

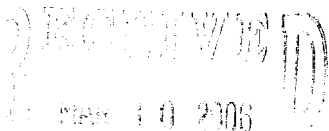
The Waterloo Region District School Board  
hereinafter referred to as the District Board

and

The Elementary Teachers' Federation of Ontario -  
Waterloo Region Teachers' Local  
hereinafter referred to as E.T.F.O.

representing

The Elementary Teachers of the Elementary  
Teachers' Federation of Ontario  
employed by the District Board  
hereinafter referred to as the Bargaining Unit.



September 1, 2004 - August 31, 2008

## TABLE OF CONTENTS

Article I - Purpose .....	1
Article II - Recognition .....	1
Article III - Effective Period .....	1
Article IV - Union Dues and Assessments.....	2
Article V-Strike or Lock-out .....	2
Article VI - Management Rights.....	2
Article VII - Bargaining Unit Rights.....	3
Article VIII - Relationships.....	3
Article IX-Implementation .....	4
Article X-Category Definitions .....	5
Article XI - Basic Salary Scale And Allowances.....	6
Article XII-Method of Payment.....	18
Article XIII - Benefit Plans .....	20
Article XIV-Leave Plans.....	23
Article XV - Parental Leave.....	35
Article XVI-Gratuity Plans .....	37
Article XVII - Personnel Files .....	38
Article XVIII - Working Conditions.....	39
Article XIX - Part-Time Teachers.....	45
Article XX - Staffing.....	46
Article XXI - Bargaining Unit/ Administration Committee.....	47
Article XXII - Grievance/ Arbitration Procedure.....	48
Article XXIII - Just Cause.....	51
Article XXIV - Termination.....	51
Article XXV - Probationary <b>Period</b> .....	51
Article XXVI - Tenure .....	52
Article XXVII - Staffing Procedure And Teachers Without Tenure .....	52
Article XXVIII - Occupational Health & Safety.....	56
Article XXIX - Teacher Performance Appraisal.....	57
Article XXX - Criminal Records Check.....	58
Article XXXI - Workplace Safety And Insurance Board.....	58
Article XXXII - ETFO Humanity Fund .....	59
Letters of Understanding.....	60
Index.....	65

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The Waterloo Region District School Board hereinafter referred to as the District Board

and

The Elementary Teachers' Federation of Ontario - Waterloo Region Teachers' Local hereinafter referred to as E.T.F.O.

Representing

The Elementary Teachers of the Elementary Teachers' Federation of Ontario employed by the District Board hereinafter referred to as the Bargaining Unit/Union.

## **ARTICLE I - PURPOSE**

It is the intent and purpose of the parties in this Agreement, hereinafter referred to as the "Agreement", to set forth terms and conditions defined herein.

## **ARTICLE II - RECOGNITION**

**2.01** The Board recognizes the E.T.F.O. as the sole and exclusive agent authorized to negotiate and to participate in the administration, where indicated, of this Agreement on behalf of all **of** the Elementary School Teachers employed by the District Board who are assigned to one or more elementary schools or to perform duties in respect of such schools all or most of the time.

"Teacher" means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part X.1 Teacher as defined in the Education Act, Section 277.1(1), 2002, who is a statutory member of the Bargaining Unit, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Bargaining Unit.

**2.02** The District Board recognizes the 'Elementary Teachers' Collective Bargaining Committee' of the Bargaining Unit as the group authorized to negotiate on behalf of the E.T.F.O.

**2.03** The E.T.F.O. recognized the right of the Board to utilize the services of representative of the Trustee's Association.

## **ARTICLE III - EFFECTIVE PERIOD**

**3.01** This collective agreement becomes effective on September 1, 2004 and shall remain in effect until, and including, August 31, 2008 and from year to year thereafter unless notice is given by either **Party** pursuant to Section **59** of the **Ontario Labour Relations Act, 1995** or as amended.

- 3.02** Notwithstanding the period of notice stipulated in Section 59 of the **Ontario Labour Relations Act, 1995** or as amended, either Party may notify the other within the period commencing April 1 prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement. The parties shall meet in accordance with Section 17 of the **Ontario Labour Relations Act, 1995** or as amended.
- 3.03** It is agreed that all Letters of Understanding between the District Board and The Bargaining Unit are deemed to be part of this collective agreement.

#### **ARTICLE IV - UNION DUES AND ASSESSMENTS**

- 4.01** The Board agrees to deduct from the pay cheque of each teacher, the regular Union dues, assessments, and the Bargaining Unit levy (if any) as certified by the Union and the Bargaining Unit. The Union and the Bargaining Unit shall notify the District Board in writing, annually and within thirty (**30**) days prior to any change, as to the amount of union dues, assessments and levy to be deducted.
- 4.02** The union dues and assessments deducted in accordance with Article 4.01 shall be forwarded to the General Secretary at Toronto Station S, P.O. **Box** 1100, Toronto, ON M4Y 2T7, within thirty (**30**) days of the union dues **and** assessments being deducted. Such remittance shall be accompanied by a list identifying the employees, wages earned and dues and assessments deducted.
- 4.03** The Bargaining Unit levy deducted in accordance with Article 4.01 shall be forwarded to the Bargaining Unit within thirty days of the levy being deducted. Such remittance shall be accompanied by a list identifying the employees and the levy deducted.
- 4.04** The Union and the Bargaining Unit shall indemnify and save the District Board harmless with respect to all claims, suits, attachments and any form of liability as a result of making the required deductions as authorized **by** the Union and the Bargaining Unit.

#### **ARTICLE V - STRIKE OR LOCK-OUT**

- 5.01** There shall be no strike or lock-out during the term of this Agreement. The terms “strike” or “lock-out” shall be defined as in the **Ontario Labour Relations Act**.

#### **ARTICLE VI - MANAGEMENT RIGHTS**

- 6.01** Both parties to this agreement recognize that, subject to this Agreement, it is the **sole** right and responsibility of the District Board to operate and manage the affairs of the District Board in accordance with the statutes and regulations of Ontario, and that the

District Board agrees to precede any change to policy which affects Bargaining Unit members, with written communication to the Bargaining Unit President.

## **ARTICLE VII - BARGAINING UNIT RIGHTS**

- 7.01** The District Board shall designate a bulletin board space for the use of the Union at an appropriate location and of a reasonable size at each worksite to be used only for the posting of the Bargaining Unit business and information for the membership.
- 7.02** The Bargaining Unit shall have reasonable access to the District Board's courier service and the Board's electronic communications service for communication with its members and the District Board.
- 7.03** The Bargaining Unit shall be allowed to carry out union business on the District Board's premises at reasonable times and in reasonable locations.
- 7.04** The Bargaining Unit and its members shall have reasonable access to worksite fax machines (where available) in order to communicate between the worksite(s) and/or Bargaining Unit office at a nominal fee established by worksite policy for non-District Board business.
- 7.05** A Teacher shall be entitled to have a Bargaining Unit representative present at any meeting which is called for the purpose of discussing a professional difficulty.

## **ARTICLE VIII - RELATIONSHIPS**

- 8.01** The Bargaining Unit shall notify the District Board in writing of the names of its elected representatives and of persons authorized by the Bargaining Unit to represent teachers in a particular school or worksite (Federation Representatives).
- 8.02** The District Board agrees to provide annually each teacher with notification of the following information: category classification, grid step placement, salary, allowances, benefit plan participation, and accumulated sick leave credits as **of August 31st of** the previous school year. The Board will endeavour to provide the above information by November 15th of each school year.
- 8.03** The parties agree that there shall be no discrimination nor harassment practiced against teachers on the basis of their race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offences, marital status, family status or handicap nor based on membership in the Bargaining Unit.
- 8.04** Board data and information concerning qualifications, allowances, salaries, paid benefits and any other data relevant to the negotiation and administration of the Collective Agreement shall be made available to the Bargaining Unit upon request, if such material has been or will be produced for the District Board's use.

## 8.05 Staffing Committee

1. (a) **An** in-school Staffing Committee shall be established and maintained from year to year in each elementary school.
- (b) The in-school Staffing Committee shall be comprised of a minimum of the following:
  - the principal
  - the vice-principal (for schools with a vice-principal)
  - the Federation Representative at the school, or designate
  - a second Federation Representative at the school, or designate, in schools with a vice-principal or in composite (JK - Grade 8) schools without a vice-principal.

Other representatives may be present by mutual consent.

- (c) The committee will act as an advisory body to review the staffing of the school including the enrollment, class sizes, and the allocation of the school's instructional time, preparation time ~~and supervision duty~~ and other assigned duties.
- (d) The In-School Staffing Committee will create and submit a proposed supervision duty schedule to the Joint Supervision Committee for approval as per Article 18.09.
- (e) Except as it applies to supervision duty, if there are concerns at the school level, a Teacher/Bargaining Unit Representative or Administrator may report the situation to the Bargaining Unit/Administration Committee for further consideration. The Bargaining Unit/Administration Committee shall review the concern(s) and take such action as is necessary.
- (f) The Bargaining Unit and the Board shall jointly assume responsibility for communication with Principals and Federation Representatives regarding the responsibilities of the In-School Staffing Committee.

## ARTICLE IX - IMPLEMENTATION

- 9.01 No Teacher shall be newly employed, at a salary other than that being paid to a member of the incumbent staff having the same or equal qualifications, experience and responsibility.
- 9.02 A Teacher who qualifies for a change in category by reason **of** improved qualifications shall receive the appropriate differential amount in addition to the increment where applicable.

Where a Teacher qualifies prior to September first (1st) for a change in category, the adjustment will be made effective from the beginning of school in September of that year. Where a Teacher qualifies prior to December thirty-first (31st), for a change in category, the adjustment will be made effective January first (1st) of the calendar year following, on submission of the proper documentation to the District Board. Adjustments are contingent upon proper documentation and such documents must be submitted by March thirty-first (31st) to be effective September first (1st) of the current school year or by April thirtieth (30th) to be effective on January first (1st) of the current school year.

- 9.03** A Teacher who transfers from one panel to another shall be allowed to retain the rating for salary category established under Q.E.C.O. Booklet #5, effective September 1, 2004, or O.S.S.T.F. Certification Charts as of September 1, 2003 for a maximum of two (2) years.

**Any** teacher holding **an** evaluation issued on a previous Q.E.C.O. Evaluation Programme shall not lose the category previously assigned.

At the end of the two (2) years, a Teacher must acquire an official rating from the certification body of the affiliate of the panel in which the Teacher teaches.

## **ARTICLE X - CATEGORY DEFINITIONS**

- 10.01** Category definitions shall be those outlined by the Qualifications Evaluation Council of Ontario as defined by Q.E.C.O. Booklet #4, as printed September 30, 1993. In all cases, the Statement of Evaluation issued by Q.E.C.O. shall be accepted as clear evidence of category, except as noted in 10.02.

Effective September 1, 2004, Q.E.C.O. Booklet #5 will be utilized for determining salary category. Any teacher holding an evaluation issued on a previous Q.E.C.O. Evaluation Programme shall not lose the category previously assigned.

- 10.02**
1. Teachers who qualify for category A1 or A2 by virtue of the Intermediate or Specialist Certificates in Industrial Arts/Design & Technology or Home Economics/Family Studies with a degree recognized by Q.E.C.O., shall be paid at this level if teaching Industrial Arts/Design & Technology **or** Home Economics/Family Studies.
  2. Teachers who have Industrial Arts/Design & Technology or Home Economics/Family Studies qualifications and are not teaching in these subject areas, may **use** their qualifications **up** to and including category A.

**10.03** It shall be incumbent upon the Teacher to provide documented proof in the form of a statement from the Qualifications Evaluation Council of Ontario as to the Teacher's appropriate category classification.

**ARTICLE XI - BASIC SALARY SCALE AND ALLOWANCES**

11.01 1. (a) Effective September 1, 2004:

Years	A	A1	A2	A3	A4
0	33,370	36,090	37,528	41,827	44,322
1	35,696	38,603	40,316	44,858	47,548
2	<u>38,018</u>	<u>41,116</u>	<u>43,108</u>	<u>47,885</u>	<u>50,871</u>
3	<u>40,333</u>	<u>43,620</u>	<u>45,904</u>	<u>50,911</u>	<u>54,201</u>
4	<u>42,663</u>	<u>46,138</u>	<u>48,698</u>	<u>53,942</u>	<u>57,532</u>
5	<u>44,983</u>	<u>48,672</u>	<u>51,491</u>	<u>56,978</u>	<u>60,859</u>
6	<u>46,541</u>	<u>51,161</u>	<u>54,284</u>	<u>60,006</u>	<u>64,187</u>
7	<u>48,825</u>	<u>53,674</u>	<u>57,077</u>	<u>63,042</u>	<u>67,520</u>
8	<u>51,111</u>	<u>56,186</u>	<u>59,866</u>	<u>66,074</u>	<u>70,857</u>
9	53,397	58,699	62,665	69,107	74,189
10	55,999	61,541	65,453	72,141	77,538
11X	<u>57,538</u>				
11Y	<u>58,449</u>				
11Z	<u>61,541</u>				

(b) Effective September 1, 2005:

Years	A	A1	A2	A3	A4
0	34,037	36,812	38,279	42,664	45,208
1	36,410	39,375	41,122	45,755	48,499
2	38,778	41,938	43,970	48,843	51,888
3	41,140	44,492	46,822	51,929	55,285
4	<u>43,516</u>	<u>47,061</u>	<u>49,672</u>	<u>55,021</u>	<u>58,683</u>
5	<u>45,883</u>	<u>49,645</u>	<u>52,521</u>	<u>58,118</u>	<u>62,076</u>
6	<u>47,472</u>	<u>52,184</u>	<u>55,370</u>	<u>61,206</u>	<u>65,471</u>
7	<u>49,802</u>	<u>54,747</u>	<u>58,219</u>	<u>64,303</u>	<u>68,870</u>
8	<u>52,133</u>	<u>57,310</u>	<u>61,063</u>	<u>67,395</u>	<u>72,274</u>
9	<u>54,465</u>	<u>59,873</u>	<u>63,918</u>	<u>70,489</u>	<u>75,673</u>
10	<u>57,119</u>	<u>62,772</u>	<u>66,762</u>	<u>73,584</u>	<u>79,089</u>
11X	<u>58,689</u>				
11Y	<u>59,618</u>				
11Z	<u>62,772</u>				



(c) Effective September 1, 2006:

0	34,718	37,548	39,045	43,517	46,112
1	37,138	40,163	41,944	46,670	49,469
2	39,554	42,777	44,849	49,820	52,926
3	41,963	45,382	47,758	52,968	56,391
4	44,386	48,002	50,665	56,121	59,857
5	<u>46,801</u>	<u>50,638</u>	<u>53,571</u>	<u>59,280</u>	<u>63,318</u>
6	<u>48,421</u>	<u>53,228</u>	<u>56,477</u>	<u>62,430</u>	<u>66,780</u>
7	<u>50,798</u>	<u>55,842</u>	<u>59,383</u>	<u>65,589</u>	<u>70,247</u>
8	<u>53,176</u>	<u>58,456</u>	<u>62,284</u>	<u>68,743</u>	<u>73,719</u>
9	<u>55,554</u>	<u>61,070</u>	<u>65,196</u>	<u>71,899</u>	<u>77,186</u>
10	<u>58,261</u>	<u>64,027</u>	<u>68,097</u>	<u>75,056</u>	<u>80,671</u>
11X	59,863				
11Y	60,810				
11Z	<u>64,027</u>				

(d) Effective February 1, 2007:

Years	A	A1	A2	A3	A4
0	35,065	37,923	39,435	43,952	46,573
1	37,509	40,565	42,363	47,137	49,964
2	39,950	43,205	45,297	50,318	53,455
3	42,383	45,836	48,236	53,498	56,955
4	44,830	48,482	51,172	56,682	60,456
5	47,269	51,144	54,107	59,873	63,951
6	48,905	53,760	57,042	63,054	67,448
7	51,306	56,400	59,977	66,245	70,949
8	53,708	59,041	62,907	69,430	74,456
9	56,110	61,681	65,848	72,618	77,958
10	58,844	64,667	68,778	75,807	81,478
11X	<u>60,462</u>				
11Y	61,418				
11Z	<u>64,667</u>				

(e) Effective September 1, 2007:

Years	A	A1	A2	A3	A4
0	35,696	38,606	40,145	44,743	47,411
1	38,184	41,295	43,126	47,985	50,863
2	40,669	43,983	46,112	51,224	54,417
3	43,146	46,661	49,104	54,461	57,980
4	45,637	49,355	52,093	57,702	61,544
5	48,120	52,065	55,081	60,951	65,102
6	49,785	54,728	58,069	64,189	68,662
7	52,230	57,415	61,057	67,437	72,226
8	54,675	60,104	64,039	70,680	75,796
9	57,120	62,791	67,033	73,925	79,361
10	59,903	65,831	70,016	77,172	82,945
11X	61,550				
11Y	62,524				
11Z	65,831				

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Years	A	A1	A2	A3	A4
0	36,196	39,146	40,707	45,369	48,075
1	38,719	41,873	43,730	48,657	51,575
2	41,238	44,599	46,758	51,941	55,179
3	43,750	47,314	49,791	55,223	58,792
4	46,276	50,046	52,822	58,510	62,406
5	48,794	52,794	55,852	61,804	66,013
6	50,482	55,494	58,882	65,088	69,623
7	52,961	58,219	61,912	68,381	73,237
8	55,440	60,945	64,936	71,670	76,857
9	57,920	63,670	67,971	74,960	80,472
10	60,742	66,753	70,996	78,252	84,106
11X	62,412				
11Y	63,399				
11Z	66,753				

2. A teacher in Category **A**, can only move beyond the penultimate step, Step 11X, after having successfully completed the course requirements in accordance with the 1990 pay equity plan as posted.

A combination of five (5) university credits or Additional Qualifications credits is required for movement from 11X to 11Y.

A combination of nine (9) university credits or Additional Qualifications credits is required for movement from 11X to 11Z.

## **11.02 ANNUAL INCREMENTS**

The annual increment for recognized teaching experience shall be based on the calculation as shown in section 11.04. Placement on the basic salary scale 11.01 will be based on total experience accumulated as of that date.

## **11.03 WITHHOLDING OF INCREMENT OR DISMISSAL**

1. It shall be the prerogative of the District Board to dismiss a Teacher whose work is deemed to be unsatisfactory by the Principal and Superintendent or other appropriate official. Adequate written notice shall be given to the Teacher, not later than October 10, or March 31, which should include instructions for improvement. If after ample time to benefit from these instructions, a Teacher fails to show satisfactory improvement, termination shall occur in accordance with Article XXIV.

## **11.04 ALLOWANCE FOR TEACHING EXPERIENCE**

Experience as a teacher, including experience as a Long-Term Occasional Teacher and/or as a Continuing Education Teacher, shall be recognized and calculated as follows:

1. (a) Pregnancy and/or parental leaves taken prior to September 1, 2000 shall be considered to be teaching experience for the statutory portion of the leave only.

Effective September 1, 2002 pregnancy and/or parental leaves shall be considered to be teaching experience for the statutory portion of the leave only.

(Agreement with grandparenting of those who accrued experience in the 2001-2002 school year.)

2. Placement on the salary scale (11.01) will be based on the total accumulated experience as of the date of calculation.
3. Total days of experience are to be considered, with a year's teaching experience considered to be one hundred and ninety-four (194) days.

4. Effective August 30, 2002 if, at the time of calculation each year, there are **97** or more days experience in excess of full years of experience, these days shall be considered to be equivalent to one year of experience for placement on the grid.
5. Part-time and full-time teaching experience shall be accumulated and paid to the appropriate full year of experience as provided for in Article 11.04.4 and as calculated on August thirty-first (31st) of each year.
6. Calculation of experience will be completed as of August thirty-first (31st) of each year.
7. **(a)** Long-term occasional teaching experience shall be credited as teaching experience for purposes only of advancement on the grid. Increments shall be granted in accordance with the Board's standard practice as outlined in Article 11.04.4.  
  
**(b)** Effective September 1, 2005 daily occasional teaching experience on or after September 1, 2001 shall be credited as teaching experience for purposes only of advancement in the mid. Increments shall be granted in accordance with the Board's standard practice as outlined in Article 11.04.4.

For members covered by this agreement, recognition of such experience gained outside the Waterloo Region District School Board is contingent upon proper documentation and such documents must be submitted no later than March 31<sup>st</sup> to be effective September 1<sup>st</sup> of the current school year.

8. Continuing Education teaching shall be credited as teaching experience for purposes only of advancement on the grid. Each credit taught will accumulate as one-sixth (1/6) years or 33.33 days experience. Increments shall be granted in accordance with the Board's standard practice as outlined in Article 11.04.4.

For members hired prior to September 1, 2000, recognition of such experience is contingent upon proper documentation and such documents must be submitted within five (5) months of the date of ratification of the contract.

9. No Teacher may accumulate more than one year of teaching experience within one school year.
10. Where a Teacher works only a part of the school year, the Teacher shall be paid a salary in the proportion that the number of days which the Teacher works bears to the total number of school days in that school year.
11. Effective September 1, 2000, Teachers and Consultants with previous teaching experience, excluding previous teaching experience in an elementary or secondary school, (i.e., Armed Services, Adult Education Centre, College of Applied Arts and Technology or University, on full-time employment) will be given credit for

teaching experience for grid placement in the amount of one grid step for each full year of such similar teaching experience up to a maximum of 5 grid steps.

12. Previous secondary or elementary school teaching experience, prior to employment with the Board, will be granted full recognition on schedule up to the maximum salary for the appropriate category as outlined in section 11.01(1). Such experience shall be calculated as above.

The onus shall be on the Teacher to produce verification of previous teaching experience.

13. Documentation related to teaching experience in article 11.04 (7), (8), (11), and (12) above shall be provided as follows:

At the time of hire, the Board shall inform the Teacher in writing of any guidelines related to the documentation required to support any previous experience. Such documentation shall be submitted within five (5) months of the effective date of hire. Salary adjustment shall be made retroactive to the effective date of hire.

In the event the Teacher is unable to meet the above timeline for reasons beyond the Teacher's control, the Teacher must *so* notify the Board in writing within the five (5) month period and the Board may grant an extension.

In the event the documentation required is not provided or an extension has not been granted within five (5) months of the date of hire, any retroactive salary adjustment shall be made September first (1<sup>st</sup>) or January first (1<sup>st</sup>) in the school year in which the documentation is provided.

## 11.05 CO-ORDINATOR SALARY SCALE

### 1. Co-ordinator Salary Scale

- (a) Effective September 1, 2004:

Year	Co-ordinator
0	\$86,911
1	\$88,466
2	\$90,022
3	\$91,577
4	\$93,132

(b) **Effective September 1,2005:**

Year	Co-ordinator
0	<u>\$88,694</u>
1	<u>\$90,022</u>
2	<u>\$91,822</u>
3	<u>\$93,409</u>
4	<u>\$94,995</u>

(c) **Effective September 1,2006:**

Year	Co-ordinator
0	<u>\$90,422</u>
1	<u>\$92,040</u>
2	<u>\$93,658</u>
3	<u>\$95,277</u>
4	<u>\$96,895</u>

(d) **Effective February 1,2007:**

Year	Co-ordinator
0	<u>\$91,326</u>
1	<u>\$92,960</u>
2	<u>\$94,595</u>
3	<u>\$96,230</u>
4	<u>\$97,864</u>

(e) **Effective September 1,2007:**

Year	Co-ordinator
0	<u>\$92,970</u>
1	<u>\$94,633</u>
2	<u>\$96,298</u>
3	<u>\$97,962</u>
4	<u>\$99,626</u>

(f) Effective February 1, 2008:

Year	Co-ordinator
0	\$94,272
1	<b>\$95,958</b>
2	<b>\$97,646</b>
3	<b>\$99,333</b>
4	<b>\$101,021</b>

## 2. Limitations

Co-ordinators:

- (a) with less than A1 category, the salary will be reduced by \$1,500 for each category less than A1 ;
  - (b) will receive no allowance for post-graduate degrees.
3. Any teachers who hold or are appointed to positions as Co-ordinator or Consultant' or who are seconded to Special Assignments within the Board,' which are not specifically designated or posted as elementary panel positions, shall be deemed to perform all or a major part of their duties in respect of the Board's elementary schools.

In any dispute concerning 11.05(3), a committee consisting of two members appointed by the Bargaining Unit and two members appointed by the District Board shall review the position and render a decision. In the event that no decision is reached, the Director of Education shall decide.

### **11.06 CONSULTANT SALARY SCALE**

Effective September 1, 2004 all Consultants shall receive a responsibility allowance of \$5,410.00 over category appointment.

Effective September 1, 2005 all Consultants shall receive a responsibility allowance of \$5,518.00 over category appointment.

Effective September 1, 2006 all Consultants shall receive a responsibility allowance of \$5,628.00 over category appointment.

Effective February 1, 2007 all Consultants shall receive a responsibility allowance of \$5,684.00 over category appointment.

Effective September 1, 2007 all Consultants shall receive a responsibility allowance of \$5,786.00 over category appointment.

Effective February 1, 2008 all Consultants shall receive a responsibility allowance of \$5,867.00 over category appointment.

“Consultant” under the terms of this Collective Agreement is a teacher who has been promoted to a consultative position of added responsibility whose duties may include assisting and advising teachers regarding programs and methods, and who may have responsibilities in the organization and presentation of professional development activities.

**11.07 DEGREE ALLOWANCE**

1. (a) Effective September 1, 2004, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

*B. Ed.	<u>\$181</u>
B. Paed.	<u>\$901</u>
Masters	<u>\$1,093</u>
Ph.D., or Ed.D.	<u>\$1,446</u>

(b) Effective September 1, 2005, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

*B. Ed.	<u>\$185</u>
B. Paed.	<u>\$919</u>
Masters	<u>\$1,115</u>
Ph.D., or Ed.D.	<u>\$1,475</u>

(c) Effective September 1, 2006, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

*B. Ed.	<u>\$189</u>
B. Paed.	<u>\$937</u>
Masters	<u>\$1,137</u>
Ph.D., or Ed.D.	<u>\$1,505</u>

(d) Effective February 1, 2007, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

*B. Ed.	<u>\$191</u>
B. Paed.	<u>\$946</u>
Masters	<u>\$1,148</u>
Ph.D., or Ed.D.	<u>\$1,520</u>



- (e) Effective September 1, 2007, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

*B. Ed.	\$194
B. Paed.	\$963
Masters	\$1,169
Ph.D., or Ed.D.	\$1,547

- (f) Effective February 1, 2008, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

*B. Ed.	\$197
B. Paed.	\$976
Masters	\$1,185
Ph.D., or Ed.D.	\$1,569

\*Not including the B.Ed. degree awarded as part of professional training leading to a teaching certificate.

Only the highest degree is to be recognized and payment is in addition to the annual salary. If a post-graduate degree is used for category qualification, then the above allowance will be reduced by 50%.

2. (a) Where a Teacher obtains a qualifying postgraduate degree prior to September first (1<sup>st</sup>), the salary adjustment will be made effective from the beginning of school in September of that year. Adjustments are contingent upon proper documentation and such documents must be submitted by March thirty-first (31<sup>st</sup>) to be effective September first (1<sup>st</sup>) of the current year.
- (b) Where a Teacher obtains a qualifying postgraduate degree prior to December thirty-first (31<sup>st</sup>), the salary adjustment will be made effective January first (1<sup>st</sup>) of the calendar **year** following. Adjustments are contingent upon proper documentation and such documents must be submitted by April thirtieth (30<sup>th</sup>) to be effective on January first (1<sup>st</sup>) of the current year.

#### **11.08 ADJUSTMENTS DUE TO A CHANGE IN POSITION AND/OR QUALIFICATIONS**

1. In the case of **an** appointment to a position of added responsibility covered within this agreement where a loss of salary may occur, the appointee shall be allowed to receive payment according to the Teacher's previous classification until the salary of the previous classification is exceeded by the salary of the classification of the new position.

2. If a person who has been appointed to a position of added responsibility covered within this agreement obtains qualifications which would have made it advantageous to be paid according to the previous classification, the teacher shall be paid according to the higher classification until the salary of the present position exceeds that of the previous position.
3. A Teacher appointed to a Temporary Position of Added Responsibility covered within this agreement, to replace a Teacher on an approved leave of absence, shall be paid on the same basis as a Teacher regularly appointed to a similar position.
4. A Teacher in a position of added responsibility covered within this agreement who is reassigned due to a lack of positions shall be placed in a position similar to the position held prior to having been appointed to that position of added responsibility.
5. Should a similar position of added responsibility covered within this agreement, for which the Teacher is qualified become available, the Teacher, other than a Teacher appointed to a temporary position of added responsibility covered within this agreement, shall have the right of first refusal.
6. The salary of the Teacher, other than a Teacher placed into a temporary position of added responsibility covered within this agreement, so placed will continue until such time as the Teacher has been offered and declined a similar position of added responsibility for which the Teacher is qualified.

**11.09 TEMPORARY ASSIGNMENTS TO POSITIONS OF ADDED RESPONSIBILITY NOT COVERED BY AGREEMENT**

**1. Teacher in Charge**

- (a) When there is neither a Principal nor a vice-Principal in the school for a half-day or more a Teacher may be asked to assume those responsibilities. Each elementary regular day school may have a Teacher in Charge appointed on an annual basis by the Principal from amongst the teachers in the school. In the event that no teacher within the school is willing to assume the role of Teacher in Charge, the system shall become responsible for monitoring the school during the administrator(s) absence.
- (b) Nothing in this Article prevents the Teacher from resuming the Teacher's Bargaining Unit duties subject to forty-eight (48) hours' written notice to the appropriate Supervisor. (Principal/Superintendent)
- (c) The replacement of an absent Principal/Vice-Principal by a Teacher shall not result in any additional duties or workload for other Teachers.
- (d) A Teacher in Charge shall be provided with a written outline of the duties and responsibilities of the role. A Teacher in Charge shall be provided with training.

within the instructional day. by the District School Board within the first six (6) weeks of the school year.

## **2. Acting PrincipalNice-Principal**

- (a) When a Principal or Vice-principal will be absent from the school for a period of more than twenty (20) work days but less than one school year, the Board may appoint a Teacher **as** an Acting Principal or Vice-Principal to fulfill the duties of the absent administrator.
- (b) The Acting PrincipalNice-Principal shall be paid at the starting grid rate for the position, prorated for the period of the acting assignment, **or** the Teacher's regular salary, whichever is greater and shall be subject to the same working conditions as a PrincipalNice-Principal in that school for the period of the acting assignment.
- (c) The Teacher shall be entitled to return to the Teacher's former position in the Bargaining Unit **if** it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Bargaining Unit provided that the Teacher's term(s) as Acting Principal or Vice-Principal does not exceed 193 working days within three school years.
- (d) **An** Occasional Teacher shall be hired to replace a Teacher, with the exception of a Coordinator or Consultant, who is appointed as an Acting Principal/Vice-principal.
- (e) Nothing in this Article prevents either the Board or the Teacher from terminating the appointment as an Acting PrincipalNice-Principal subject to ten (10) working days written notice.

## **3. The following provisions are applicable to sections 1 and 2 above:**

- (a) Teachers serving as a Teacher in Charge or as an Acting PrincipalNice-Principal shall not discipline or evaluate other Teachers.
- (b) The Teacher shall continue to be a Member of the Bargaining Unit with all of the rights, privileges and obligations thereof, including but not limited to the payment and deduction of Union/Bargaining Unit dues.

### **11.10 Travel Expenses**

Teachers are entitled to claim and receive travel expenses based on the Board's policies and/or procedures.

**ARTICLE XII - METHOD OF PAYMENT**

**12.01 1.** Annual salaries shall be paid in twenty-six (26) installments, effective September 3, 2004. The payments shall be made on the following dates and shall be equal to 0.03846 of the annual contracted salary.

<b>2004</b>		<b>2005</b>	
<u>September</u>	<u>3*</u>	<u>January</u>	<u>7</u>
<u>September</u>	<u>17</u>	<u>January</u>	<u>21</u>
<u>October</u>	<u>1</u>	<u>February</u>	<u>4</u>
<u>October</u>	<u>15</u>	<u>February</u>	<u>18</u>
<u>October</u>	<u>29</u>	<u>March</u>	<u>4</u>
<u>November</u>	<u>12</u>	<u>March</u>	<u>18</u>
<u>November</u>	<u>26*</u>	<u>April</u>	<u>1</u>
<u>December</u>	<u>10</u>	<u>April</u>	<u>15</u>
<u>December</u>	<u>24</u>	<u>April</u>	<u>29</u>
		<u>May</u>	<u>13</u>
		<u>May</u>	<u>27</u>
		<u>June</u>	<u>10**</u>

\* 2/26 of annual salary payment on September 3 and November 26, 2004

\*\* 4/26 of annual salary payment on June 10, 2005

<b>2005</b>		<b>2006</b>	
<u>September</u>	<u>2*</u>	<u>January</u>	<u>6</u>
<u>September</u>	<u>16</u>	<u>January</u>	<u>20</u>
<u>September</u>	<u>30</u>	<u>February</u>	<u>3</u>
<u>October</u>	<u>14</u>	<u>February</u>	<u>17</u>
<u>October</u>	<u>28</u>	<u>March</u>	<u>3</u>
<u>November</u>	<u>10</u>	<u>March</u>	<u>17</u>
<u>November</u>	<u>25*</u>	<u>March</u>	<u>31</u>
<u>December</u>	<u>9</u>	<u>April</u>	<u>13</u>
<u>December</u>	<u>23</u>	<u>April</u>	<u>28</u>
		<u>May</u>	<u>12</u>
		<u>May</u>	<u>26</u>
		<u>June</u>	<u>9**</u>

\* 2/26 of annual salary payment on September 2 and November 25, 2005

\*\* 4/26 of annual salary payment on June 9, 2006

<b>2006</b>		<b>2007</b>	
<u>September</u>	<u>1*</u>	<u>January</u>	<u>5</u>
<u>September</u>	<u>15</u>	<u>January</u>	<u>19</u>
<u>September</u>	<u>29</u>		<u>2</u>
<u>October</u>	<u>13</u>	<u>February</u>	<u>16</u>
<u>October</u>	<u>27</u>	<u>March</u>	<u>2</u>
<u>November</u>	<u>9</u>	<u>March</u>	<u>16</u>
<u>November</u>	<u>24*</u>	<u>March</u>	<u>30</u>
<u>December</u>	<u>8</u>	<u>April</u>	<u>13</u>
<u>December</u>	<u>22</u>	<u>April</u>	<u>27</u>
		<u>May</u>	<u>11</u>
		<u>May</u>	<u>26</u>
		<u>June</u>	<u>8**</u>

\* 2/26 of annual salary payment on September 1 and November 24, 2006

\*\* 4/26 of annual salary payment on June 8, 2007

<b>2007</b>		<b>2008</b>	
<u>August</u>	<u>31*</u>	<u>January</u>	<u>4</u>
<u>September</u>	<u>14</u>	<u>January</u>	<u>18</u>
<u>September</u>	<u>28</u>	<u>February</u>	<u>1</u>
<u>October</u>	<u>12</u>	<u>February</u>	<u>15</u>
<u>October</u>	<u>26</u>	<u>February</u>	<u>29</u>
<u>November</u>	<u>9</u>	<u>March</u>	<u>14</u>
<u>November</u>	<u>23*</u>	<u>March</u>	<u>28</u>
<u>December</u>	<u>7</u>	<u>April</u>	<u>11</u>
<u>December</u>	<u>21</u>	<u>April</u>	<u>25</u>
		<u>May</u>	<u>9</u>
		<u>May</u>	<u>23</u>
		<u>June</u>	<u>6**</u>

\* 2/26 of annual salary payment on August 31 and November 23, 2007

\*\* 4/26 of annual salary payment on June 6, 2008

**NOTE:** The Deposit Advices will be available for Members on the date of payment, except in the Christmas Vacation and Winter Break, when they will be available on the Monday immediately following the holidays.

**NOTE:** The parties agree to amend the method of payment as follows:

Effective September 2001, the first pay date shall occur no later than the first Friday following Labour Day and shall represent 2/26 of the annual salary payment.

The Board agrees to notify each bargaining unit member in writing of this change in method of payment and provide an opportunity for each member to subscribe to the bi-weekly twelve-month schedule prior to the November 17, 2000 pay date. (Teachers must respond to that opportunity by November 2, 2000.)

Effective September 1, 2003, the Board will no longer offer a bi-weekly twelve-month pay schedule to Members of the Bargaining Unit and all Bargaining Unit Members will be paid on the ten-month pay schedule.

### **ARTICLE XIII - BENEFIT PLANS**

1. The Waterloo Region District School Board Plan is as described in items 13.01, 13.02, 13.03, 13.04, 13.05, 13.06 and 13.07 and is available to all members of the Board's teaching staff.
2. In the event of a strike or a lockout, all benefit plans shall remain in force and shall become the full financial responsibility of the Provincial Federation.
3. A copy of the Group Master Policy(ies) relevant to the Bargaining Unit shall be given to the Bargaining Unit within one month of being received by the District Board. In the event that the Board changes Carrier(s) of the Insured Benefit Plan, the District Board agrees to implement coverage equal to or greater than coverage as described in the Master Policy(ies).
4. Effective September 1, 2003, Positive Enrolment and Coordination of Benefits shall be implemented for the Benefits Plan.
5. The District Board and the Bargaining Unit will cooperate in the publication of a Benefits Booklet to be available to all employees covered by this Agreement.
6. The parties agree that the Benefits Booklet will be deemed to be part of the Collective Agreement.

Coverage under the plan, as described in the Waterloo Region District School Board Employee Benefits Booklet, is as follows:

#### **13.01 EXTENDED HEALTH BENEFIT PLAN**

1. Teachers will have the option to participate in a plan that provides the maximum allowable of "Eligible Expenses" not covered by the Ontario Health Plan. This benefit will have a \$25 annual deductible for single coverage and \$50 annual deductible for family coverage clause for all eligible expenses except semi-private hospital coverage which shall be fully paid.
2. The cost of the premium to be paid in the following manner:

Effective September 1,2000:

90% by the District Board and 10% by the Teacher (pro-rated for part-time Teachers).

### **13.02 DENTAL PLAN**

1. Effective September 1,2000:

90% by the District Board and 10% by the Teacher (pro-rated for part-time Teachers).

2. As of November 1, 1977, all members of the elementary teaching staff will have the option to participate in the plan.
3. After November 1, 1977, every new member of the District Board's teaching staff who is not enrolled in a dental plan is required to participate in this plan.

### **13.03 GROUP LIFE INSURANCE AND ACCIDENTAL DEATH AND DISMEMBERMENT**

#### **Basic Group Life Insurance and Accidental Death and Dismemberment**

1. All members of the Elementary Teaching Staff may select either \$2,000 or \$25,000 coverage.
2. The cost of the premium to be paid in the following manner:

Effective September 1,2000:

90% by the District Board and 10% by the Teacher (pro-rated for part-time Teachers).

3. Every new member of the District Board's Elementary Teaching Staff is required to participate in the above plan.
4. Optional Group Life Insurance and Accidental Death and Dismemberment

In addition to the basic group life insurance, employees insured for \$25,000 basic life insurance may have an optional amount of insurance in increments \$10,000; from \$10,000 up to and including \$250,000. The premium cost of such optional coverage to be paid by the employee.

### **13.04 OTHER BENEFITS**

1. On the death of a Teacher covered by this Agreement, the District Board will continue Extended Health and Dental coverage for the eligible spouse/dependent(s) of

the deceased Teacher for a maximum period of two (2) years, on payment of 100% of the premium cost by the deceased Teacher's spouse/dependent(s).

2. Pensioners are eligible to remain on the group billing for Extended Health and Dental coverage on payment of 100% of the premium cost. Effective September 1, 2001, pensioners will be pooled into a separate group for Extended Health and Dental coverage.
3. On the death of a pensioner who has retained Extended Health Benefit coverage and/or Dental coverage, the eligible spouse/dependent(s) is eligible to continue such coverage for a maximum period of two (2) years, on payment of 100% of the premium cost as provided in clause 13:04 (2) above, by the deceased pensioner's spouse/dependent(s).

**13.05** The plans will be administered through the District Board office and premiums will be handled by payroll deduction.

**13.06 LONG-TERM DISABILITY**

1. There shall be a Long-Term Disability Plan paid for and administered wholly by the Teachers, except that the District Board shall perform the payroll deduction function.
2. Every new full-time Teacher is required to participate in the plan.
3. Teachers, who are absent from their duties and taking advantage of the provisions of the L.T.D. plan, will be placed on L.T.D. status for up to a period of two (2) years, when a further appraisal is required according to clause 14.01 (4)(e).
4. For the purpose of early intervention, the Board will provide on a bi-weekly basis to the Bargaining Unit, a list of members who have had a continuous absence of fifteen (15) or more days due to illness or injury.

**13.07 GROUP RETIREMENT SAVINGS PLAN**

1. As of September 1, 1997, all teachers covered by this collective agreement shall be eligible to participate in a payroll deducted group retirement savings plan.

The Bargaining Unit shall be responsible for choosing the provider of the retirement savings plan.

2. Teachers who choose to contribute to the retirement savings plan by means of payroll deduction should inform the provider of the retirement savings plan by November 30 for deductions to take place starting January 1 of the following year or by March 15 for deductions to take place starting May 1.



## ARTICLE XIV - LEAVE PLANS

### 14.01 CUMULATIVE SICK LEAVE

#### 1. Object

The object of this plan is to create a cumulative reserve for the benefit of a Teacher who is not absent from duty because of illness, disability or family care leave for a number of sick leave days equal to or greater than the number of sick leave days credited to the Teacher in that year, which reserve may then be used in whole or part for illness, disability or family care leave after having used the credited allowance for any one (1) year of employment.

#### 2. Eligibility

- (a) All full-time Teachers shall be included in the plan.
- (b) All part-time Teachers, and Teachers who prior to September 1st have applied for and been granted an extended leave, shall be included in the plan on a prorated basis.

#### 3. Method of Calculating Reserve

- (a) Teachers under contract to The Waterloo County Board of Education, and/or its predecessor Boards, prior to September 1, 1969, shall retain the sick leave credit which they accumulated up to June 30, 1969, but shall not add additional sick leave credit unless such accumulation falls below the maximum set by the Board.
- (b) Teachers employed by the Waterloo Region District School Board, and/or its predecessor Boards, shall retain the sick leave credit which they accumulated up to December 31, 1997, but shall not add additional sick leave credit unless such accumulation falls below the maximum set by the Board.
- (c) During each school year, a Teacher shall be credited an allowance of twenty (20) days effective the first day of the school year and shall be allowed to accumulate 100% of the number of days credited on which the Teacher was not absent from duty because of illness, disability, or family care, up to a limit of two hundred and sixty (260) days.
- (d) Notwithstanding section 3(c) above, a Teacher who qualifies for benefits under the Long-Term Disability Group Insurance Plan for members of the Bargaining Unit may commence L.T.D. benefits at the end of the qualifying period or at the

end of the Teacher's sick leave credits if accumulated sick leave credits exceed the qualifying period.

If the Teacher goes on L.T.D. after the L.T.D. qualifying period, the remaining cumulative sick leave credits will be held in reserve for use by the Teacher upon returning to teaching duties, or in the calculation of a retirement gratuity when the Teacher is eligible for an approved Teachers' Pension in accordance with Article XVI.

- (e) Teachers who commence an approved extended leave of absence, other than for purposes of L.T.D., on a date other than September 1st or leave employment prior to June 30, shall have their credited allowance adjusted to a pro-rated number of sick leave days rounded **up** to the nearest one-half day.

In the event the Teacher uses more sick leave days than the prorated number credited for that school year, the difference will be deducted from the Teacher's reserve account. If on the date the Teacher commences the leave or ceases employment there are not sufficient days in the reserve account to cover their deduction, the reserve account will be reduced to zero.

- (f) Teachers who commenced employment during the work year or any month shall be credited with a pro-rated number of sick leave days rounded **up** to the nearest one-half day.
- (g) A Teacher of this District Board who leaves to serve in the Armed Forces of this country during wartime and who returns to the service of this District Board directly following the Teacher's discharge, shall be entitled to sick leave credits for such period of war service at a rate not exceeding six (6) days per year, subject to the limitations of this plan.
- (h) A Teacher who commenced employment with the District Board who had been an employee of a school board or a municipality that has an established sick leave credit plan shall be entitled to transfer the sick leave credits from the previous school board or municipality for the Teacher's credit with the District Board. The amount of sick leave credit transferred shall not exceed the amount of cumulative sick leave credits permitted under this agreement.

#### 4. Charges Against Plan

- (a) Charges against this plan shall be for absence due to illness, disability or family care leave.
- (b) The credited allowance shall apply to illness, disability or family care leave in any one (1) year of employment.
- (c) Beyond the credited allowance for absence due to illness, disability or family care leave, the District Board shall continue to pay the Teacher's per diem rate

of pay until the Teacher's reserve has been exhausted or the Teacher elects to commence L.T.D. benefits at the end of the qualifying period as in 3(d) above.

- (d) Payment of sick leave allowances shall automatically reduce the reserve of the individual Teacher by the number of days represented by such payment.
- (e) After the expiration of sick leave benefits or after two (2) years of L.T.D., and if in the opinion of two (2) physicians the Teacher is permanently disabled, the Teacher's employment may be terminated at the next appropriate termination date. If, in the opinion of the physicians the Teacher is not permanently disabled, the District Board shall continue to place the Teacher on L.T.D. status.

If a Teacher's employment is terminated because of permanent disability, the Teacher's unused accumulated sick leave days will be held in reserve for Retirement Gratuity purposes if and when the Teacher becomes eligible in accordance with Article XVI.

#### **14.02 EDUCATIONAL LEAVE/PROFESSIONAL DEVELOPMENT PLAN**

1. The Bargaining Unit will administer an Education Leave Plan such that individual members will have the opportunity to attend and participate in professional development activities.
2. Short-Term Education Leaves shall be granted for periods of time up to four (4) weeks for the purpose of attending workshops, conferences, trade opportunities, visits to innovative teaching programs, or other project work germane to education.
3. Short-Term Education Leave guidelines will be developed by the Bargaining Unit with input from the District Board.
4. At the discretion of the Director of Education or the Director's designate, a leave of absence for a short period of time to take part in a meeting or conference, may be granted, without loss of pay.

#### **5. Education Leave Funding**

- (a) The Education Leave Plan will be funded by the District Board in the amount of \$175,000 for the following school years 2004-05, 2005-06, 2006-07 and 2007-08.
- (b) A member on Short-Term Education Leave shall receive full salary, and all compensation increases in accordance with the Collective Agreement in force during the term of the Leave.
- (c) The District Board and Member on a Short-Term Education Leave shall share the costs of the benefits provided in Article XIII (Benefit Plans) in the same ratios as they would were the Member not on Leave.

- (d) All Members on Education Leaves shall continue to accumulate sick leave credits.
- (e) During the leave, the District Board shall make the appropriate deductions for the Teacher's Pension Plan.

**6. Charges to the Education Leave Fund**

- (a) It is agreed that for the purposes of the Short-Term Education Leave that the fund will pay the full cost of Occasional Teacher coverage. The costs incurred by the Member on leave will be reimbursed from the fund subject to the guidelines developed by the Bargaining Unit.
- (b) Any balance in the fund at the end of the school year shall be carried forward to the fund for the next school year.

**14.03 LEAVE OF ABSENCE PLAN**

**1. Bereavement**

A Teacher shall be granted a leave of absence with pay in respect of an absence occasioned by one or another of the circumstances provided hereunder and when applicable, for the time limit set forth. During such a leave a Teacher shall continue to accumulate credit for seniority and credit for teaching experience.

- (a) Leave with pay for up to five (5) school days, for a bereavement in the immediate family which shall include:

Father	<b>Son</b>	Stepfather
Mother	Daughter	Stepmother
Sister	Spouse or Equivalent	Stepdaughter
Brother	Fiancé(e)	Stepson
		Ward

- (b) Leave with pay for up to three (3) school days, for a bereavement in the immediate family which shall include:

Mother-in-law	Grandmother
Father-in-law	Grandfather
Son-in-law	Grandchild
Daughter-in-law	Guardian
Sister-in-law	Stepsister
Brother-in-law	Stepbrother

**Note:** One (1) of the allotted days under (a) and (b) may be applied to a future time for the day of committal. The designation of the allotted day for committal must be declared during the bereavement leave.

- (c) Additional leave for up to two (2) school days under (a) and (b) for travel time, only if such is required.

## 2. Family Care Leave

A Teacher shall be entitled to family care leave with pay and with deduction from accumulated sick leave account for up to four (4) school days per year as required by the Teacher to attend to the needs of family members. During such a leave a Teacher shall continue to accumulate credit for seniority and credit for teaching experience.

## 3. Miscellaneous Leaves

A Teacher shall be entitled to leaves with pay and without deduction from accumulated sick leave account for up to three (3) school days per year for the following purposes and subject to the restrictions indicated:

- (a) Bereavement for aunt, uncle, niece, nephew or close friend to a maximum of two (2) school days per year.
- (b) Writing examinations, but not including preparation time, to a maximum of one (1) school day per year.
- (c) Attendance at graduation ceremonies when the Teacher, Teacher's spouse and/or children are recipients of a degree to a maximum of one (1) school day per year.
- (d) Attendance at civic meetings or conferences where the Teacher is an elected member of council (s) of a municipality up to two (2) school days per year.
- (e) Attendance at conferences directly related to their appointment where a Teacher is an appointed or elected member of a standing committee or commission of a Municipal council, or a Library Board in the Region of Waterloo and has been duly authorized by the governing body as an official representative up to two (2) school days per year. The maximum of two (2) days applies to (d) and (e) collectively.

(f) Attendance at a conference relating to education, where the Teacher is a presenter.

## 4. Personal Day

Leave with pay for up to one (1) school day per school year for the purpose of attending to an important personal matter.

## 5. Leave to Observe Religious Holy Days

- (a) Only Religious Holy Days which fall on a school day where the employee is forbidden to work by the teacher's religion will be considered.
- (b) Teachers applying for such Religious Holy Days will give one (1) month's notice to the Director of Education through the Principal of the pending Religious Holy Day(s).
- (c) Leave to observe Religious Holy Days will be limited to a maximum of three (3) days with pay and without deduction from accumulated sick leave account. Days in excess of three (3) will be without pay.

## 6. Inclement Weather

When a Teacher is unable to reach the Teacher's place of employment from the Teacher's residence because of weather conditions, severe enough to make it impossible for the Teacher to be present, there will be no pay deduction. ~~Upon the Teacher's return to the regular place of employment, the Teacher will complete the form provided, certifying that absence was due to such extreme weather conditions.~~

## 7. Jury or Witness Leave

- (a) Teachers shall be granted a Leave with pay and without loss of benefits, seniority, or experience by reason of a summons to serve as a juror, or a summons as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the District Board any fee, exclusive of travelling allowances and living expenses that the teacher received as a juror or as a witness.
- (b) Where a Teacher is charged with an offence directly related to the teacher's employment and continues to be in the active employ of the District Board, the teacher shall not suffer a **loss** of pay for the time spent in criminal court under a summons.

## 8. Quarantine

A Teacher shall be entitled to a leave with pay and without loss of benefits, seniority, or experience if as a result of the teacher's exposure to a communicable disease, the teacher is quarantined or otherwise prevented by the order of the medical health authorities from attending upon a teacher's duties.

9. **Other**

- (a) At the discretion of the Director of Education or the Director's designate, a leave of absence for a short period of time to take part in a meeting or conference, may be granted, without loss of pay.
- (b) At the discretion of the Director of Education or the Director's designate, a leave of absence for a short period of time with or without loss of pay to attend to an important personal matter, may be granted.

10. **Pro-Rated Leaves**

Leaves of absences provided for in Article 14.03 will be granted to part-time teachers on a pro-rated basis. In situations where the teacher's scheduled working day is in excess of the teacher's regular FTE assignment, additional leave to offset the remainder of the teaching day may be granted for compassionate reasons. Such a request must be made in writing to the Superintendent of Human Resources, or designate. In the interest of time, the request may be made verbally, with written follow-up. The Board shall ensure that information contained in such requests will be held in a confidential manner.

**14.04 LEAVE OF ABSENCE FOR AN EXTENDED PERIOD**

- 1. Upon request, Teachers who have completed their probationary period with the District Board, may be granted, without salary, up to and including two (2) years' leave of absence. Notwithstanding, a teacher may be granted a part-time leave for a third year.  
~~Upon request, Teachers who have completed their probationary period with the District Board, may be granted, without salary, up to and including one (1) year's leave of absence at the discretion of the District Board. A request for an extension of such a leave will be considered on its merits.~~
- 2. Request for leave of absence should be received by the ~~Director of Education~~ Human Resources Department three (3) months, excluding July and August, prior to the date on which the leave is to commence. Under exceptional circumstances, the notification period may be waived.
- 3. A Teacher on leave of absence ~~must~~ may continue Group Life and Dental benefits and may continue Supplementary Health benefits ~~based on the salary paid to the Teacher prior to going on leave of absence,~~ provided that the Teacher pays 100% of the cost of such benefits during the leave of absence. Resumption of benefits may be subject to all plan waiting periods and penalties up to and including denial of coverage.

4. If the leave of absence is spent in successful teaching in underdeveloped areas, i.e. for C.U.S.O., C.I.D.A., Frontier College, then the Teacher may be entitled to an allowance for teaching experience as provided in the District Board's salary schedule.
5. Teachers who are granted a leave of absence for an extended period are guaranteed their position, including positions of responsibility, upon return to the staff of the Waterloo Region District School Board, subject to the terms of the procedures published in the Administrative Services Procedures Manual and 11.08.

It is the responsibility of the Teacher on leave of absence to indicate the intention of returning to the staff of the Waterloo Region District School Board, three (3) months excluding July and August prior to returning, or at the beginning of the leave, whichever time is shorter unless the teacher and the District Board mutually agree to another time frame.

6. When a Teacher requests the opportunity to go to another jurisdiction on loan, secondment, or exchange, the proposal will be dealt with on its merits. Details as to length of absence, position upon return, payment of salary and/or benefits, should be clearly and firmly established before such a leave is granted.

#### **14.05 DEFERRED SALARY LEAVE PLAN**

##### **1. Description**

The Deferred Salary Leave Plan has been developed to afford Teachers the opportunity of taking a leave of absence for one (1) school year and to finance the leave through deferral of salary.

Normally, the deferral of salary is effected over a five (5) year period by the teacher's accepting a percentage reduction of the proper grid salary and any applicable allowances in each of four (4) years.

The remaining percentage of salary and allowances is retained by the District Board and accumulated at interest, and payment is deferred until the 5th year which is the year of leave. A Teacher may select a 2-year, 3-year, 4-year, 6-year or 7-year leave plan instead of 5 year Plan, with the percentage adjustments calculated accordingly.

Terms and conditions governing the Deferred Salary Leave Plan must be in accordance with Canada Customs and Revenue Regulations and, as such, may change from time to time.

##### **2. Eligibility**

Any Teacher who has completed at least five (5) years continuous service prior to making application is eligible to participate in the Plan.



### 3. Application and Approval

- (a) A Teacher must make written application to the Superintendent of Human Resources on or before April 1<sup>st</sup>, in any calendar year, requesting permission to participate in the Plan, and indicating choice of a 2, 3, 4, 5, 6 or 7 year Plan and year of leave desired.
- (b) Written acceptance, or denial with explanation, of the Teacher's request, will be forwarded to the Teacher by May 1st in the school year the original request is made.
- (c) Approval of individual requests to participate in the Plan shall rest solely with the District Board.
- (d) The maximum number of Teachers who shall be recommended for participation in the Plan in anyone (1) year shall not exceed three percent (3%) of the number of Teachers who have completed the probationary period with the Board and who have full-time assignments.
- (e) The maximum number of Teachers who may take their leaves in any one (1) year shall not exceed three percent (3%) of the number of Teachers who have completed the probationary period with the Board and who have full-time assignments in that year.

### 4. Salary Deferral

- (a) In each year of membership in the Plan preceding the year of leave, a Teacher will be paid a reduced percentage of both the regular grid salary and any applicable allowances.

No more than 33-1/3% of the Teacher's salary may be deferred in any one (1) calendar year up to a maximum of six (6) years.

The remaining percentage will be retained by the District Board and deposited at interest in an individual trust account for the Teacher, and will be paid to the Teacher in the year of leave.

- (b) The calculation of interest under the terms of this plan shall be done in accordance with the practice of the Financial Institution with which the District Board deals on a day-to-day basis. The trust fund accounts so established shall be at the optimum rate obtainable. The Teacher shall have access to the monies in the accrued interest account less any appropriate deductions for income tax purposes.

- (c) While a Teacher is enrolled in the Plan and not on leave, any benefit tied to salary level shall be structured according to the salary the Teacher would have received had the Teacher not been enrolled in the Plan.

## **5. Leave**

- (a) Leaves granted under this Plan shall be for:
  - i) a regular school year;
  - ii) for the period July 1<sup>st</sup> to December 31<sup>st</sup>;
  - iii) for the period January 1<sup>st</sup> to June 30<sup>th</sup>.
- (b) The Leave of Absence will be taken in the final year of the Plan.
- (c) Should a Teacher wish to take the leave in any year prior to the final year of the Plan selected, the Teacher must make application to the Superintendent of Human Resources for such change before January thirty-first (31<sup>st</sup>) of the year of the proposed leave. Upon approval by the District Board of this request, the Teacher shall be paid during the leave any deferred salary plus accumulated interest from the trust account less appropriate deductions as outlined by Revenue Canada Regulations in the Teacher's name.

## **6. Salary and Benefits - Year of Leave**

- (a) The year of the leave must commence no later than six (6) years after the deferral commences. In the year of the leave the District Board shall pay to the teacher the total of the deferred salary plus any remaining untaxed accrued interest in installments conforming to the regular pay periods and proportional amounts set forth in the Collective Agreement in effect for the year of leave or in one (1) or two (2) lump sums if requested by the Teacher.
- (b) The District Board shall deduct the amounts required for Income Tax, Canada Pension, Teachers' Pension Plan, and any benefits in the Collective Agreement. The amount deducted for the Teachers' Pension Plan will be controlled by rulings as received from the Teachers' Pension Plan Board and Canada Customs and Revenue Agency.
- (c) Group Life Insurance, Accidental Death and Dismemberment, Supplemental Health Plan, and Dental Plan benefits will be kept in force by the District Board during the Teacher's leave of absence; however the total premium costs during the leave will be paid by the Teacher.
- (d) Sick leave credits will not accumulate during the year of the leave.
- (e) While on leave any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to the year of leave had the Teacher not been enrolled in the Plan.

- (f) The Teacher shall not be employed in any capacity by the Waterloo Region District School Board during the year of the deferred leave.

#### **7. Return from Leave**

- (a) On return from leave, the Teacher is guaranteed the position held prior to the commencement of the leave subject to the provisions of 14.04.5. The Teacher must return to their position with the District Board for a period of time not less than the duration of the Deferred Salary Leave.
- (b) On return to duty, the Teacher will be placed on the salary grid at the same position as the teacher would have been at the commencement of the leave.

#### **8. Withdrawal from the Plan**

- (a) A Teacher may withdraw from the Plan at any time prior to taking the leave of absence by notifying the Superintendent of Human Resources, or designate in writing before April 1st prior to commencement of leave.
- (b) Upon withdrawal, all the salary deferred plus any remaining untaxed accrued interest in the trust account, less two hundred dollars (\$200) and appropriate payroll taxes of said account, shall be paid to the Teacher. Payment shall be made as soon as possible after receiving notification of withdrawal. At the discretion of the Superintendent of Human Resources or designate, the two hundred dollars (\$200) service levy may be waived for compassionate reasons.
- (c) Any Teacher declared redundant will be required to withdraw from the Plan.
- (d) Should a Teacher die while participating in the Plan, any monies accumulated in the 'trust fund plus any remaining untaxed accrued interest less appropriate deductions as outlined by Revenue Canada Regulations will be paid to the estate of the deceased Teacher.

#### **9. Memorandum of Agreement**

A Teacher wishing to participate in the Plan shall be required to sign **an** agreement prepared by the District Board before final approval for participation will be granted.

#### **14.06 LEAVE OF ABSENCE FOR AFFILIATE USE**

1. The District Board agrees to provide up to 4.0 FTE Leaves per year to the Bargaining Unit for Affiliate business. This release time shall be provided to up to 4 Affiliate Officers identified by the Bargaining Unit no later **than** June 1 for the following school year. The Affiliate Officers shall be entitled to all rights and privileges of the

Collective Agreement, including but not limited to full salary including allowances, benefits, experience and sick leave accumulation, and the time spent on Affiliate Leave shall be deemed to be time worked. The Bargaining Unit shall reimburse the District Board for the replacement teacher(s) at the rate of one salary at Category 2, Step 0 for each 1.0 FTE leave.

In the event that a teacher on a leave of absence for Affiliate business is paid in excess of Category 4 maximum, the Bargaining Unit shall reimburse the District Board for the replacement teacher(s) at the rate of one salary at Category 3 year 0 for each 1.0 FTE leave.

2. Additional days of Affiliate leave, granted at the request of the Bargaining Unit, shall be reimbursed at replacement cost by the Bargaining Unit. Days spent on Affiliate Leave shall be deemed to be time worked and the Teacher shall receive full salary and benefits for the day's leave.
3. The Board shall grant a leave of absence to a teacher who holds an elected office requiring part-time or full-time duty at the provincial Union level provided that the Union reimburses the Board for the cost of the Teacher's total salary and employee benefits. The Teacher shall remain entitled to all benefits and conditions under this Collective Agreement unless otherwise specifically stated.

#### **14.07 LEAVE OF ABSENCE FOR TEMPORARY LIMITATIONS DUE TO FIFTH DISEASE**

When a case of Fifth Disease in the school is known to the principal, he or she shall notify the school staff. Teachers who may have been exposed to Fifth Disease, for whom the exposure is a concern, will be released with pay for the remainder of the school day to allow the teacher an opportunity to consult with the teacher's physician. If a pregnant teacher or partner of a pregnant woman is advised by her or his physician not to attend the workplace where there is a known case of Fifth Disease, the teacher has the option to remain at home with loss of sick leave, or to be relocated to an alternative workplace where Fifth Disease has not been reported.

If a teacher wishes to be relocated, the teacher must make the request in writing, including a doctor's note, to Human Resources. In the interest of time, the request may be made verbally, with written follow-up.

The teacher will remain at home with no loss of sick leave until a reassignment is made. The reassignment will continue until twenty (20) days have passed since the last reported case, or such lesser time as the teacher requests.

#### **14.08 COMPASSIONATE CARE LEAVE**

The Board shall grant an unpaid compassionate care leave of eight (8) weeks, or shorter leave as a teacher requests, to enable the teacher to care for a seriously ill family member. The teacher and the Board will continue to make contributions to existing,

insured benefit plans. Seniority, teaching experience, sick leave credits and any other relevant collective agreement entitlements shall continue to accumulate during such leave.

For those teachers who qualify for Employment Insurance (EI) Compassionate Care Benefits, the Board will provide a Supplemental Employment Benefit Plan:

- a) For the two (2) week waiting period during which time the teacher will receive payments equivalent to 75% of the salary and allowances that would have been received had the teacher not been on leave. This amount will be paid upon submission of proper documentation from E.I.C.
- b) For instructional time up to six (6) additional weeks of payment equivalent to the difference between the Employment Insurance benefits the teacher is eligible to receive and 75% of the salary and allowances that would have been received had the teacher not been on leave. This amount will be paid upon submission of proper documentation from E.I.C.

## **ARTICLE XV - PARENTAL LEAVE**

### **15.01 Pregnancy and Parental Leave**

"Pregnancy Leave" means leave taken for the purposes related to giving birth and/or recovering therefrom.

"Parental Leave" means leave taken for the purpose of caring for or adopting a child.

Pregnancy and Parental Leave shall be granted as provided by the **Ontario Employment Standards Act** and the regulations established thereunder.

The District Board shall grant to a pregnant Teacher who is employed by the District Board, on the day the leave is requested, a pregnancy leave of at least seventeen (17) weeks or such shorter leave as the Teacher requested and as provided by the **Employment Standards Act**.

A Parental Leave shall be granted by the District Board to a Teacher employed by the District Board on the day the leave is requested, for at least thirty-five (35) weeks or such shorter leave as the Teacher requested and as provided by the **Employment Standards Act**.

A Teacher on Pregnancy and/or Parental Leave shall continue to receive employee benefits, to accumulate credit for sick leave, seniority and experience while on the statutory portion of the leave.

A Teacher returning from Pregnancy and/or Parental Leave shall be reinstated to the position held prior to the leave as provided by the **Employment Standards Act**.

The following procedures supplement the provisions of the “Act”.

Upon a Teacher’s request, an unpaid Leave of Absence of up to two (2) additional years shall be granted as an extension of the Parental Leave provided for by the Employment Standards Act. The request for extension of leave should be submitted three (3) working months prior to the start date of the extended leave.

In addition to the statutory and extended pregnancy or parental leaves provided for in this Article, the teacher will be entitled to an unpaid “Leave of Absence for an Extended period” as provided for in Article 14.04.

**15.02** Leave with pay for up to a total of one (1) school day is to be available to the Teacher to permit the Teacher to be present at the birth/adoption of the Teacher’s child.

**15.03 SUPPLEMENTAL EMPLOYMENT BENEFIT PLAN**

During the parental leave, the Board will pay to the employee who declares that they are the primary caregiver for E.I.C. purposes, payments equivalent to 65% of the salary and allowances that would have been received by the employee had they not been on leave. This amount will apply to the two-week waiting period only and to the primary caregiver upon submission of proper documentation from E.I.C.

Effective September 1, 2005:

- i) During a Pregnancy/Parental leave, for a period that corresponds to a 2 week waiting period for EI, the Board will pay the equivalent of 75% of the salary and allowances that would have been received if the teacher had not been on leave. This amount will be paid to the primary caregiver upon submission of proper documentation from E.I.C.
- ii) For instructional time that falls within the immediate six week period after birth, the Board will pay the equivalent of 100% of the salary and allowances that would have been received if the teacher had not been on leave, less any payments received from E.I.C. This amount will be Paid upon submission of proper documentation from E.I.C. There will be no deduction from the teacher’s sick leave based on current Regulations. In the event there is a change to the Regulations, the parties shall meet to discuss and resolve the matter.
- iii) Should a teacher not qualify for Maternity benefits under EI, then the teacher may choose to access sick leave for the lesser of their accumulated sick leave credits or the period described in (ii).

## ARTICLE XVI - GRATUITY PLANS

### 16.01 SICK LEAVE CREDIT RETIREMENT GRATUITY

1. A sick leave credit retirement gratuity shall be paid to or on behalf of a teacher:
  - (a) (i) Who has ten (10) or more consecutive years of service immediately preceding retirement with the Waterloo Region District School Board or its predecessors and is eligible to be receiving pension payments from a Teacher's Pension Plan at the time of retirement.
  - (ii) Who has ten (10) or more consecutive years of service immediately preceding retirement, has attained the age of 49, and commutes their pension. A severance allowance equivalent to the amount of sick leave retirement gratuity that would be paid to a teacher retiring to a pension shall be paid.
- (b) From September 1, 1977, full accumulation of unused sick leave days will be permitted, with a maximum accumulation as of June 30, 1977, of two hundred and twenty (220) days.

In cases of teacher illness or disability, this reserve of sick leave days shall be reduced by the number of days of the Teacher's absence above the statutory allowance for the current year.

Days of absence while a Teacher is on the L.T.D. plan, will not be charged against the accumulated Retirement Sick Leave days.

- (c) All accumulated days for gratuity purposes must be with the Waterloo Region District School Board and its predecessors.
- (d) The daily rate shall be  $1/200$  of year 0 category A1 for the gratuity calculation.
- (e) The calculation shall be  $*RSLD/2 \times (1/200$  of year 0 category A1) to a maximum of one-half ( $1/2$ ) of category A4 maximum or one-half Teacher's salary in the last year of teaching immediately preceding retirement, whichever is less.
- (f) If the date of eligibility for retirement occurs during the school year, a Teacher may request a leave of absence at the beginning of the school year to cover the period involved in order to retain eligibility for the retirement gratuity.
- (g) In the case of a Teacher on L.T.D. insurance immediately prior to retirement, the Retirement Gratuity calculation will be based on the salary schedule which existed immediately prior to the Teacher's eligibility for L.T.D. benefits.

- (h) Any Teacher with twenty (20) years of service with the Waterloo Region District School Board, or The Waterloo County Board of Education or its predecessors will, under no circumstance, receive less than ten (10) per cent of the Teacher's annual salary. Refer to section (g) above if on L.T.D.

\*RSLD = Retirement Sick Leave Days

2. Payment of the sick leave credit retirement gratuity may be made by a method mutually agreeable to both the District Board and to the Teacher and consistent with legislative requirements.
3. In the event of the death of a Teacher, the amount of sick leave credit retirement gratuity that would have been paid to the Teacher if the Teacher had retired on the date of said Teacher's death, shall be paid to the Teacher's estate.
4. The Retirement Gratuity will be paid one time only.
5. This sick leave credit retirement gratuity plan is agreed upon saving any rights which the Teacher or the Board may have acquired prior to this date under and by virtue of subsection 8, Section 84 of Bill 44 - An Act To Amend The Secondary Schools and Boards of Education Act.

## **ARTICLE XVII - PERSONNEL FILES**

- 17.01** A Teacher shall have access during normal business hours to that Teacher's personnel file upon prior written request and in the presence of a supervisory officer or other person(s) designated by the Director. The Teacher may copy any material contained in the personnel file.
- 17.02** The Teacher may be accompanied by one other person who shall have access to such information at the written request of the Teacher.
- 17.03** If the Teacher disputes the accuracy or completeness of any such information other than an Evaluation, the District Board shall, where possible within fifteen (15) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information.
- 17.04** Where the District Board amends information under 17.03, the District Board shall, at the request of the Teacher, notify all persons who received a report based on the inaccurate information.
- 17.05** (a) A Teacher may request, in writing, to the Superintendent of Human Resources, to remove any materials from the Teacher's file. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be



used against the Teacher in order to demote, dismiss, discharge or discipline the Teacher in any way, nor shall it be used against the Teacher in any arbitration or any other legal proceeding.

- (b) The Superintendent of Human Resources shall respond in writing to the Teacher within three (3) weeks of such request. A copy of the response will be provided to the Bargaining Unit President.
- (c) If such a request were denied, the Teacher may request and shall be granted a meeting with the Superintendent of Human Resources, the school superintendent, and an advisor for the Teacher to review the decision.
- (d) Notwithstanding (a), letters of discipline and related material shall be removed three (3) years after the date the letter was placed in the file, provided there has been no intervening disciplinary action for the same or similar concern.

## ARTICLE XVIII - WORKING CONDITIONS

### Definitions:

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

“Supervision Time” – For the purpose of the supervision provisions of the Collective Agreement, Supervision Duty shall be defined as the time a teacher is assigned to supervise students outside the Instructional Day as defined in Article 18.

Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the Instructional Day as defined in Article 18.

For clarification, assigned duties (examples: yard duty, hall duty, bus duty, lunchroom duty, and other assigned duties) before the scheduled start time for instruction, shall be counted as part of the supervision duties assigned.

### **18.01 SCHOOL YEAR**

1. The length of the school year shall be the minimum required under the **Education Act** and the regulations thereunder.
2. Teachers shall not be required to perform their assigned duties at any time which falls outside the designated school year for students.
3. A Teacher shall not be required or requested to perform teaching, supervisory or other duties unrelated to the Professional Activity or Professional Development on a Professional Activity Day or on a Professional Development Day.

## **18.02 SCHEDULED WORKING DAY**

The scheduled working day for all teachers shall not exceed seven and one-half hours commencing when the teacher is required to be at the work site. The working day shall be pro-rated for part-time teachers.

## **18.03 LUNCH BREAK**

Each Teacher shall have a lunch period of ~~30~~ **40** consecutive minutes during the school's lunch break that is free of assigned teaching, assigned supervisory duties, and other assigned duties, with the exception of duties assigned during an emergency.

## **18.04 TIME FOR TRAVELLING**

A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

When travelling time between two (2) or more locations occurs it shall be exclusive of preparation time. When travelling time between two (2) or more locations occurs during the lunch, it shall be ~~an~~ extension of the lunch break provided for in 18.03.

## **18.05 STAFF MEETINGS**

Effective September 1,2005:

Staff meetings shall not exceed ninety (90) minutes in length. A reasonable effort will be made to limit the staff meeting to not exceed seventy-five (75) minutes in length.

Effective September 1,2006:

Staff meetings shall not exceed seventy-five (75) minutes in length.

Regularly scheduled staff meetings shall occur twice each month, normally on the second and fourth Wednesday, during the regular school year.

Part-time assignments and other regular commitments shall, where possible, be accommodated in the timing of staff meetings.

Notice of regularly scheduled staff meetings will be provided to the teaching staff.

## **18.06 EXTRA-CURRICULAR ACTIVITIES**

Extra-curricular activities are activities organized for students by teachers on a voluntary basis and which occur outside the regular instructional program. The Board

and the Federation recognize the value of extra curricular activities. Extra-curricular activities shall not be assigned to any Bargaining Unit Member.

#### 18.07 **INSTRUCTIONAL TIME**

For the 2004-2005 School Year the Employer shall ensure that each full-time Teacher in an elementary worksite is assigned to provide instruction to pupils for no more than thirteen hundred and fifty (1350) minutes for each period of five (5) instructional days.

For the 2005-2006 School Year the Employer shall ensure that each full-time Teacher in an elementary worksite is assigned to provide instruction to pupils for no more than thirteen hundred and thirty (1330) minutes for each period of five (5) instructional days.

For the 2006-2007 School Year the Employer shall ensure that each full-time Teacher in an elementary worksite is assigned to provide instruction to pupils for no more than thirteen hundred and twelve and one-half (1312.5) minutes for each period of five (5) instructional days.

For the 2007-2008 School Year the Employer shall ensure that each full-time Teacher in an elementary worksite is assigned to provide instruction to pupils for no more than thirteen hundred (1300) minutes for each period of five (5) instructional days.

Opening exercises shall be included as part of the instructional day. There shall be no travel time between classes.

Part-time teachers shall have their instructional time pro-rated.

#### 18.08 **PREPARATION TIME**

1. (a) For the year commencing September 1, 2004 and ending August 31, 2005, all full-time teachers, kindergarten to grade eight, will be allocated the equivalent of a minimum of four (4) periods, at 37.5 minutes per period, of planning time within each period of five (5) instructional days. Planning time shall be allocated during the instructional day for students.

Part-time teachers will be allocated planning time on a pro-rata basis.

In addition, all full-time teachers, kindergarten to grade 8, shall be granted a half-day for professional development activities related to curriculum review, development and implementation at the individual teacher level. Such half-day shall occur during the February Professional Development day as scheduled for and approved in the school year calendar.

- (b) (i) Effective September 1, 2005, each teacher on a full-time assignment will receive a minimum of 170 minutes of preparation time during the

Instructional Day as defined in Article 18, free from classroom instruction or supervision, within each period of five (5) instructional days. Preparation time shall be allocated within the instructional day for students, (as defined in Article 18.07) exclusive of recesses, lunch periods or nutrition breaks. Each preparation period assigned shall be of 30 minutes or more in length.

(ii) Effective September 1, 2006, each teacher on a full-time assignment will receive a minimum of 187.5 minutes of preparation time during the Instructional Day as defined in Article 18, free from classroom instruction or supervision, within each period of five (5) instructional days. Preparation time shall be allocated within the instructional day for students, (as defined in Article 18.07) exclusive of recesses, lunch periods or nutrition breaks. Each preparation period assigned shall be of 30 minutes or more in length.

(iii) Effective September 1, 2007, each teacher on a full-time assignment will receive a minimum of 200 minutes of preparation time during the Instructional Day as defined in Article 18, free from classroom instruction or supervision, within each period of five (5) instructional days. Preparation time shall be allocated within the instructional day for students, (as defined in Article 18.07) exclusive of recesses, lunch periods or nutrition breaks. Each preparation period assigned shall be of 30 minutes or more in length.

(c) In addition to the preparation time provided above, during the school years 2005-06 and 2006-07, all full-time teachers, kindergarten to grade 8, shall be granted a half-day for professional development activities related to curriculum review, development and implementation at the individual teacher level.

Such half-day shall occur during the February Professional Development day as scheduled for and approved in the school year calendar.

(d) 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 18. Preparation time shall be spent in the school unless the teacher has the consent of the principal to leave the school.

(e) Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.

(f) Notwithstanding the foregoing, existing provisions or practices, as at March 1, 2005, respecting preparation time, which provide greater benefits to the provisions set out above shall be maintained.

## 18.09 SUPERVISION TIME

For the 2004-2005 school year:

No Teacher shall be assigned supervision duty more than twenty (20) minutes prior to or following the instructional day for students unless District Board transportation issues necessitate up to an additional ten (10) minutes.

Part-time teachers will be allocated assigned yard and supervisory duties on a pro rated basis.

Teachers who are itinerant shall not be assigned supervision duty immediately before or after traveling time unless mutually agreed upon by the teacher and the principal.

(a) The parties agree that existing practices or provisions as at March 1, 2005 respecting supervision time that provide a greater benefit in a school to the provisions set out below. will be maintained except to the extent the school needs change due to factors beyond the control of the school.

(i) Effective September 1, 2005, the Board shall ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five (5) day instructional week, provided only that student safety is protected and subject to there being no additional cost to the school board or the government. In the event that there are fewer than five (5) instructional days in a week, the amount of required supervision time shall be adjusted accordingly.

(ii) 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 (5) day instructional week, provided only that student safety is protected and subject to there being no additional cost to the school board or the government. In the event that there are fewer than five (5) instructional days in a week, the amount of required supervision time shall be adjusted accordingly.

In addition, effective September 1, 2006, the Board shall make every reasonable effort to provide that no teacher is required to perform more than 80 minutes of supervision time in a five (5) day instructional week, provided only that student safety is protected and subject to there being no additional cost to the school board or the government. In the event that there are fewer than five (5) instructional days in a week, the amount of required supervision time shall be adjusted accordingly.

(iii) Teacher shall be assigned or reassigned to supervision duties that do not appear on the school's approved supervision schedule, except in event of emergency (i.e. lockdown), or subject to the approval of the Union.

(iv) The Board and the Union shall establish within seven (7) days of the ratification of this agreement a Joint Supervision Committee made up of three (3)

representatives of the Federation and three (3) representatives of the School Board. As provided for in Article 8.05, the In-School Staffing Committee will create and submit a proposed supervision duty schedule to the Joint Supervision Committee for approval.

- (v) The Joint Supervision Committee will, no later than May 15, develop supervision guidelines for schools to implement for the following September. By June 1 of each school year, or other such date as agreed to by the parties, each In-School Staffing Committee shall create and submit a proposed supervision schedule for the following school year to the Joint Supervision Committee. Such schedule may be reviewed and revised following the September staffing process.
- (vi) If there is a dispute with respect to the development, implementation or application of the School Supervision Schedule, it shall be referred to the Joint Supervision Committee to attempt to develop a resolution consistent with the foregoing. In the event the Joint Supervision Committee is unable to agree on a resolution prior to June 30<sup>th</sup>, or on a subsequent schedule as may be revised in September due to staffing changes, the difference between the parties shall be submitted to the Provincial Stability Commission. A decision of the Provincial Stability Commission is binding on both parties.
- (b) Teachers on part-time assignment shall only be required to perform a pro-rated amount of supervision time in accordance with their teaching assignment.
- (c) Teachers who are itinerant shall not be assigned supervision duty immediately before or after travelling time unless mutually agreed upon by the Teacher and the Principal.
- (d) No Teacher shall be assigned supervision duty more than fifteen (15) minutes prior to or following the instructional day for students (as defined in Article 18.07) unless District Board transportation issues necessitate up to an additional ten (10) minutes.

#### **18.10 Medical Procedures**

The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on **any** pupil that subjects the Teacher to injury or liability. The Board shall not direct any Teacher to examine nor diagnose pupils for communicable conditions or diseases.

#### **18.11 Time in Lieu**

Coordinators and Consultants who agree, by mutual consent, to work outside of the designated school year shall receive compensating days equal to the number of days worked, to be scheduled by mutual consent during the course of the school year. No

ETFO Bargaining Unit member shall have an increased workload as a result of another teacher taking time in lieu.

A Part-time teacher shall not be required to attend a training session/P.A. day/P.D. day in that part of the day which is not his or her assignment. A Part-time teacher who conducts interviews in that part of the school day which is not his or her assignment shall be entitled to claim equivalent lieu time during the P.A. day associated with that reporting period.

### **18.12 Teacher Absence**

The Board shall provide an occasional teacher when a teacher (excluding Coordinators, Consultants, and Teacher-Librarians) is absent. Other teachers will not be required to assume instructional or supervisory duties due to a teacher's absence with the exception of duties assigned during an emergency. If an occasional teacher is not available then another teacher may be required to assume the duties of an absent teacher and that teacher will be provided with compensatory time at a later date.

## **ARTICLE XIX - PART TIME TEACHERS**

### **19.01 INCREASES TO PART-TIME TEACHERS' FULL-TIME EQUIVALENT**

1. When all enrolment transfers have been completed, all part-time teachers who have completed their probationary period shall be eligible to apply to the postings for positions for which they are qualified. This eligibility will be noted on the posting.
2. When one or more eligible part-time teachers apply to a posting for a regular position for which they are qualified, a part-time teacher, subject to 19.01 (3), will be offered the position which increases their regular full-time equivalent (F.T.E.) on a permanent basis on the condition that the timetable of the part-time teacher's current regular full-time equivalent position is compatible with the additional increase in F.T.E. In the case where more than one eligible part-time teacher applies to a regular position that has been posted, the Principal will select the successful candidate through an interview.

**Note:** The posting referred to in section (2) refers to a posting limited to applications from part-time teachers only.

3. A part-time teacher who has completed his/her probationary period and who has received a written notice by March 1 of the current school year that indicates that the teacher's work is deemed to be unsatisfactory by the Principal and the Supervisory Officer and that outlines instructions for improvement will not be eligible for an increase in their regular full-time equivalent (F.T.E.) on a permanent or temporary basis.

4. Eligible Part-time teachers who wish to increase their regular full-time equivalent (F.T.E.) for the following school year and who submit a request through the Principal to the Superintendent of Human Resources by the deadline date established by Human Resources will be considered for positions for which they are qualified after the last posting in June until **any** fall hiring due to enrollment adjustments is completed.

In the event that the teacher cannot be replaced immediately, the teacher will remain in the home school until such a replacement **is** hired.

5. An eligible part-time teacher may be offered and a part-time teacher may accept a temporary increase in his/her regular full-time equivalent (F.T.E.) for a position for which they are qualified for the following school year. Such temporary increases will be relinquished at the end of the school year.

**19.02** The principal, when it is reasonable, shall make every attempt to schedule the a.m., or p.m., preference of the teacher and such assignment shall be scheduled in a consecutive manner during the Day of the day they have agreed to teach.

## **ARTICLE XX - STAFFING**

The President of the Bargaining Unit or designate shall be a member of the Waterloo Region District School Board's Elementary Staffing Committee.

### **20.01 METHOD OF CALCULATING NUMBER OF TEACHERS IN SCHOOL**

All Teachers who regularly offer instruction to students in the school shall be included in the calculation according to the percentage of time they spend in instruction in the school. Only **the** percentage of time that a Principal and/or Vice-principal has assigned teaching duties may be included in the calculation.

### **20.02 AVERAGE CLASS SIZE**

The Board shall ensure that the average size of its elementary classes, in the aggregate, does not exceed **24.5** pupils for Grades JK to 8 and **24.0** pupils for Grades JK to 3.

In the event that the average class, size provided for in section 170.1 of the **Education Act** is mended, then the class size figure in this article will be amended accordingly by the same amount.

Primary class sizes will be adjusted as funds for Primary Class Size Reduction are made available by the government.



The manner in which the average class size shall be calculated, shall be as provided for in section 170.1 of the **Education Act** and in the Regulation(s) thereunder.

- 20.03**
1. Effective September 1, **2004**, there shall be a minimum of **2,035.33** FTE teachers including consultants and coordinators, This allocation shall include **1,639.05** FTE teachers to classroom instruction, **204.58** FTE teachers to programs which may be offered in the following areas: Guidance Teacher-Librarians; Special Education Resource Teachers; consultants and coordinators; and Family Studies.
  2. (a) For subsequent school years, the allocation of **1,639.05** FTE teachers to classroom instruction shall be adjusted in accordance with projected average daily enrolment (A.D.E.) for the subsequent school year. The total teaching complement will be adjusted by the same number of full-time equivalent teachers.
  - (b) The Board shall determine the number of teachers required for Special Education classes, ESL (including itinerant ESL teachers), Care and Treatment, itinerant Special Education Teachers, Design & Technology and Family Studies, Guidance, Teacher-Librarian, and Special Education Resource Teacher positions.
  - (c) For the **2003-2004** school year, the minimum number of teachers allocated for Special Education classes, ESL, Care and Treatment, Alternative programs, Behaviour programs, and itinerant Special Education teachers, shall be 189.13 FTE.

**20.04** An Appeals Committee made up of the ETFO President, ETFO Chief Negotiator, SuDerintendent of **Human** Resources, or designate, and the SuDerintendent responsible for Elementary Staffing shall meet in the event that any Teacher or Principal wishes to appeal how a Teacher is being placed or was placed during the staffing process.

## **ARTICLE XXI - BARGAINING UNIT/ADMINISTRATION COMMITTEE**

A Bargaining Unit/Administration Committee consisting of the Chief Negotiator, the Chairperson and the Vice-Chairperson of the Collective Bargaining Committee, the President of the Bargaining Unit or designate, the Director of Education or designate, the Superintendent of Schools responsible for Elementary staffing or designate, the Superintendent of Human Resources or designate, the Manager of Employee Relations or designate shall meet for the following reasons:

1. To monitor the implementation of planning time for all Elementary Teachers.
2. To monitor the workload of Teachers throughout the system.
3. To examine staffing practices.

4. To recommend to the District Board any change in staffing practices and/or staff complement.
5. To recommend to the District Board any changes in class size.

The Committee shall have direct access to the Committee of the Whole of the District Board pertaining to all matters described above.

## **ARTICLE XXII - GRIEVANCE/ARBITRATION PROCEDURE**

### **22.01 DEFINITION**

1. A “grievance” shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly.
2. A “party” shall be defined as:
  - i) the Bargaining Unit,
  - ii) the Board.
3. “Days” shall mean school days unless otherwise indicated.

### **22.02 INFORMAL STAGE**

The Teacher, or group of Teachers will attempt to resolve a grievance by informal discussion with the principal or immediate supervisor prior to initiating the formal grievance.

Any Teacher or group of Teachers should contact the Bargaining Unit before beginning the grievance/arbitration procedure.

### **22.03 FORMAL STAGE**

Step 1

- (a) The Bargaining Unit, shall commit the grievance to writing, setting out the facts of the grievance together with the provisions of the Agreement claimed to have been violated, indicate the relief sought and signed by the Bargaining Unit representative. The Bargaining Unit shall submit the grievance to the Superintendent of Instruction or the Superintendent of ~~Human~~ Resources as appropriate, within twenty-five (25) days from the time the Bargaining Unit became or should reasonably have become aware **of** the circumstances giving rise to the grievance.

- (b) The Superintendent of Human Resources or the Superintendent of Instruction as appropriate, or designate, shall meet with the grievor(s) and/or Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Superintendent or designate shall forward a written decision to the Bargaining Unit within five (5) days of such meeting.

step 2

- (a) Failing settlement at Step 1, the grievor(s) and/or the Bargaining Unit shall submit the grievance in writing, together with reasons for the submission to the Director of Education or designate within five (5) days of receiving the decision at Step 1.
- (b) The Director or designate(s) shall meet with the grievor(s) and Bargaining Unit representative(s) within ten (10) days from the receipt of the grievance. The Superintendent of Human Resources or designate may be present if so required by the Director of Education or designate. The Director of Education or designate shall forward a written decision to the Bargaining Unit within five (5) days of such meeting.

Step 3

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

- (a) Arbitration  
When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- (b) Decision of the Arbitrator  
An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any employee or employees affected by it.
- (c) Board of Arbitration  
When both parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within five (5) working days inform the other party of the name of its appointee to the arbitration board, The two (2) so selected shall, within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an

appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either party.

If either party fails to appoint a nominee to the arbitration board, the other party may request the Minister of Labour to refer the grievance to a single arbitrator.

(d) Powers of the Board of Arbitration

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the **Ontario Labour Relations Act**.

(e) Decision of the Board of Arbitration

An arbitration board shall give a decision within sixty (60) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all parties.

(f) Expenses of the Arbitrator or Board of Arbitration

Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.

## **22.04 POLICY GRIEVANCE**

The Bargaining Unit and the District Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Agreement. A policy grievance shall be presented at Step 2 to the Bargaining Unit or the Director of Education or designate. In the event that a policy grievance is filed by the Bargaining Unit concerning the same matter in dispute that is the subject of an individual grievance than the grievances shall be referred to the same Board of Arbitration as provided for in Article 22.03 Step 3.

## **22.05 GRIEVANCE MEDIATION**

Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any step of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the timeline for grievance mediation to occur.

The parties agree that the costs of the mediator shall be split equally between the parties.

The timelines outlined in the grievance procedure shall be frozen at the time the parties agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating that the grievance mediation is terminated,

the timelines in the grievance procedure shall continue from the point at which they were frozen.

**22.06 ATTENDANCE AT GRIEVANCE MEETINGS**

No teacher who is summoned to be in attendance at any stage of the grievance arbitration procedures shall be detrimentally affected with respect to any provision within this Agreement.

**22.07** All time limits fixed herein for the grievance procedure may be extended only upon written consent of the parties.

**22.08** One or more steps in the grievance procedure may be omitted upon the written consent of the parties.

**22.09** Receipt of notification shall be deemed to be the date of delivery of a registered letter or the date of personal delivery to the party concerned.

**ARTICLE XXIII- JUST CAUSE**

**23.01** No Teacher shall be demoted, disciplined or have their employment terminated without just and sufficient cause. This shall be communicated in writing.

**ARTICLE XXIV - TERMINATION**

**24.01** The Board or a Teacher shall provide twenty (20) school days of written notice of the intention to terminate employment. This Article shall not apply in the case of redundancy governed by Article XXVII.

**24.02** Notwithstanding 24.01, a Teacher may terminate employment during July or August provided written notice has been given no later than July thirty-first (31<sup>st</sup>).

**24.03** Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.

**24.04** Employment of a Teacher may be terminated for reasons under the **Education Act** and regulations made thereunder.

**ARTICLE XXV - PROBATIONARY PERIOD**

**25.01** A Teacher shall serve a probationary period of no longer than one (1) school year or ten (10) working months. Upon successful completion of the probationary period, the Board shall so notify the Teacher in writing.

## **ARTICLE XXVI - TENURE**

**26.01** All Bargaining Unit Members who have two years or more of service with the District Board, or its predecessors, shall be included in the elementary teaching staff for the following school year subject to Article 23.01, unless terminated for reasons defined under the **Education Act**.

## **ARTICLE XXVII - STAFFING PROCEDURE AND TEACHERS WITHOUT TENURE**

### **27.01 SENIORITY**

1. For this Article "qualified" means holding the qualifications required by the **Education Act** and the Regulations thereunder.
2. Teachers who do not have tenure will be placed on a seniority list according to the Teacher's total service with the District Board. Consecutive service as an occasional teacher, which occurs prior to being hired as a probationary teacher and replacing the same teacher shall be included for seniority purposes on the recall list.
3. The District Board will create a list of teachers without tenure in order of seniority. This list shall identify all qualifications held by the teacher according to the most recent Certificate of Qualification from the Ontario College of Teachers on file with Human Resources. A copy of the seniority lists as of September 1 shall be forwarded to the Bargaining Unit no later than September 30 of any school year. An updated list shall be forwarded to the Bargaining Unit no later than May 1 of any school year. As teachers are hired, the appropriate information shall be forwarded to the Bargaining Unit.

### **27.02 STAFFING PROCEDURES**

1. All tenured teachers will be assigned according to the Elementary Staffing Memo and the staffing procedure outlined below.

### **27.03 Transfers**

- (a) System Assisted Transfers
  - (i) A member seeking a voluntary transfer commencing in September of the following year shall indicate such a request on the Teacher Data Form according to the Elementary Staffing Procedures memo.
  - (ii) Members who have applied for a System Assisted Transfer by the deadline date will be considered for positions for which the member has indicated a preference on the Teacher Data Form, and is qualified for, until June 7th.

- (iii) It is agreed that a member who has applied for a transfer will accept a placement for which the member has indicated a preference on the Teacher Data Form, and is qualified.
- (b) Enrollment Transfers
- (i) A principal may need to declare **an** enrollment transfer teacher from a school because of a decline in the number of teachers allocated to the school. Prior to any teacher being declared an enrollment transfer from a school, each principal and the respective superintendent will examine the staff needs of the school in respect to the teaching staff, school administration and mandated programs. After a principal has been informed that the school will have an enrollment transfer teacher(s), the principal will conduct a staff meeting to inform the school staff of the number of teachers allocated to the school for the coming school year, **as** well as the proposed organization based on the projected enrollment.
  - (ii) A teacher may volunteer to be an enrollment transfer teacher. Notwithstanding, it is recognized that program requirements within a school may result in a teacher who has volunteered not being selected as the enrollment transfer.
  - (iii) Should volunteers for transfer not satisfy the requirements based on projected enrollment, the least senior Bargaining Unit member(s) at schools that are staffed beyond the complement shall be declared enrollment transfer(s) to the school.

The least senior member shall be determined by the following criteria:

- a) years of elementary teaching experience in the Waterloo Region District School Board and, where equal
- b) years of teaching experience including experience as a long term occasional teacher with the Waterloo Region District School Board and, where equal
- c) years of teaching experience and, where equal
- d) by lot.

Teaching experience includes time on approved leaves of absence.

All teachers on **staff** will be considered as potential enrollment transfers with the exception of teachers on statutory maternity or parental leave as provided for under Article 15.01 of the Collective Agreement, and

teachers placed on LTD status as provided for under Article 13.06 of the Collective Agreement.

Notwithstanding the above, it is recognized that program requirements within a school may result in a member who has more seniority in the system than another member in the same school being declared an enrollment transfer. In such a case, the next least senior teacher shall be declared the enrollment transfer.

- (iv) A principal must not declare a teacher an enrollment transfer if the teacher has been an enrollment transfer in the previous school year, subject to program requirements within the school. This provision can be waived by mutual consent.
- (v) The President of the Bargaining Unit shall be provided with the name, FTE and location of enrollment transfers being declared.
- (vi) Bargaining Unit members on any approved leave of absence are the responsibility of the originating school.
- (vii) The principal shall notify a Bargaining Unit member who is to be declared an enrollment transfer.
- (viii) Bargaining Unit members who are declared an enrollment transfer shall be placed into available positions for which they hold qualifications, according to the school and assignment preferences specified on the member's Teacher Data Form.

Teachers who are unqualified for vacant positions as per the procedure may be given the opportunity to become qualified for the position by a mutually agreed date.

- (ix) The Coordinator of Elementary Staffing, in consultation with the Superintendent of Instruction in charge of elementary staffing, will assist enrollment transfer teachers in obtaining a placement and, where appropriate, attempt to improve the placement of enrollment transfer teachers before the end of June. In exceptional circumstances, the initial placement of an enrollment transfer teacher may be changed to a more suitable assignment by the beginning of September.

(c) Postings

All openings occurring throughout the school year will be posted, with one (1) follow-up posting as a result of a Teacher transfer resulting from the original posting.



(d) Other Considerations

- (i) Any teacher who is under performance review, or is subject to ongoing disciplinary action will be placed at his or her current school, subject to the surplus provisions of the Collective Agreement.

**27.04 RECALL PROCEDURES**

1. The District Board shall maintain and distribute to the Bargaining Unit a recall list of redundant teachers each September 1 in the order of most senior teacher(s) to least senior teacher(s). This list will include areas of qualifications according to the Certificate of Qualification from the Ontario College of Teachers on file with Human Resources as of September 1, and the amount of time (FTE) of the position at the time of termination.
2. Teachers who have been notified in writing of termination of employment, have the right of recall for twenty-four (**24**) months following the termination date.
3. Teachers will be recalled to a position for which they hold qualifications according to the Certificate of Qualification from the Ontario College of Teachers on file with Human Resources at the time of recall in the order of their seniority on the recall list.
  - (a) If there are two (**2**) or more teachers qualified for a position, and with the same seniority, interviews will be held and the successful candidate placed. When there are ten (10) or more teachers qualified for a position, and with the same seniority, a minimum of five (**5**) teachers shall be interviewed and the successful candidate placed.

- (b) Recall rights shall be applicable **to** all Teachers covered by this Agreement.

Note: Teachers in a long-term occasional position that leads to a probationary contract during the school year, shall remain in that position until the completion of the school year.

- (c) Placement by seniority may be **to** a position greater in time **than** the position held at termination. If the placement by seniority is for **less** time than the position at termination, the teacher will remain on the recall list.
- (d) In the event a vacant position requires specific qualifications according to Regulation 298 of the **Education Act**, the District Board will select the teacher with the most seniority holding those qualifications notwithstanding other teachers with more seniority in areas to be taught that are not subject to Regulation 298.

- (e) Teachers on the recall list shall be responsible for informing the District Board of any change in address, including summer address and telephone number, and for providing the District Board with the necessary documentation regarding new areas of qualifications.
  - (f) The District Board shall undertake reasonable procedures up to and including notifying a teacher by registered letter of their recall to a position. The teacher shall have six (6) business days from the post office date of receipt to confirm acceptance of the position or to arrange an interview.
  - (g) A teacher who declines a position without reasonable grounds shall lose the right of recall.
  - (h) Members on recall shall have the ability to maintain benefits held at the time of being declared redundant. Such maintenance of benefits will be at member's expense for a period of up to one year.
4. (a) If a teacher is recalled to a position with the District Board following the effective date of termination, then that teacher shall be placed in the position as though there were no break in service. Notwithstanding the foregoing, if a teacher is recalled to a position with the District Board more than ten (10) instructional days following the effective date of termination, time equivalent to the time on the recall list may be added to the remaining probationary period.
- (b) Teachers who have been terminated by the District Board because of redundancy and who subsequently are recalled by the District Board, shall maintain any sick leave credits for sick leave purposes or for calculation of their Retirement Gratuity.
  - (c) Employment of probationary teachers may be terminated for reasons defined in the **Education Act** and regulations made thereunder.

## **ARTICLE XXVIII – OCCUPATIONAL HEALTH AND SAFETY**

**28.01** The parties agree to adhere to the rights and responsibilities as outlined in the “multi-workplace Joint Health and Safety Committee” Order of February 28, 2000.

When a dispute arises, the parties agree to follow the provisions in the **Occupational Health & Safety Act** in order to resolve the matter.

### **28.02 Employer’s Obligations**

The parties agree that it is the Board’s obligation to Provide a safe and healthy workplace environment as provided for in the Occupational Health And Safety Act.

### **28.03 Work Refusal**

The Board will follow the provisions regarding Work Refusal as provided for in the Occupational Health And Safety Act.

### **28.04 Violence in the Workplace**

Any incident of violence shall be reported on an Accident Report Form forwarded to the attention of the Joint Occupational Health and Safety Committee.

## **ARTICLE XXIX – TEACHER PERFORMANCE APPRAISAL**

**29.01** The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to Teacher Performance Appraisal.

**29.02** Notwithstanding the time limits contained in Article XXII – Grievance/Arbitration Procedure, any grievance properly submitted regarding performance appraisal reports may be submitted **up** to the last day of the school year in which the performance appraisal occurs.

**29.03** Teachers Performance Appraisals shall be in accordance with the Education Act and Regulations thereunder.

**29.04** When a Teacher receives a Performance Appraisal Report that is rated “unsatisfactory”, the Board shall advise the Bargaining Unit President or designate within two (2) school days of the Report being delivered to the Teacher, **so** that the Bargaining Unit may offer assistance to the Teacher.

**29.05** Where a performance appraisal has resulted in an unsatisfactory rating the Principal shall:

- a) give the Teacher and the Union written notice of the unsatisfactory rating and explain the reason for the unsatisfactory rating;
- b) explain to the Teacher what is lacking in the Teacher’s performance;
- c) explain to the Teacher what is expected **of** the Teacher;
- d) seek input from the Teacher with the support of the Union as to what steps and actions could help the Teacher improve his or her performance;
- e) provide all mutually agreed upon support, resources and assistance to help the Teacher overcome any perceived deficiencies; and
- f) prepare a written Improvement Plan for the Teacher setting out the stem and actions the Teacher should take to improve performance, subject to the Teacher’s and Union’s input referenced in d) and e) above.

29.06 Effective September 1, 2005, in any documentation respecting Teacher Performance Appraisal, performance rating shall be limited to satisfactory or unsatisfactory.

29.07 Performance ratings shall only be used for a teacher's professional growth or performance appraisals as defined with the **Education Act**.

29.08 It is understood that extra-curricular activities are not to be considered for purposes of Teacher Performance Appraisals.

### **ARTICLE XXX – CRIMINAL RECORDS CHECK**

**30.01** The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Superintendent of Human Resources and those personnel designated by the Superintendent. The Superintendent shall advise the Bargaining Unit President of the names of those so designated.

**30.02** The Board shall not externally release any information about a teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising statutory obligations.

30.03 The Board shall pay all costs associated with criminal record checks for members covered under this Collective Agreement. Notwithstanding, a criminal record check resulting from a Teacher's refusal to complete an offence declaration will be the responsibility of the Teacher.

30.04 The contents of any criminal record check shall first be forwarded to the Teacher concerned, who shall be provided a reasonable opportunity to correct its contents prior to the record being disclosed to the Board. In this respect, the parties acknowledge that the procedures adopted by the Ontario Education Services Corporation in effect as of the date of this agreement are in conformity with the requirements of this provision.

30.05 The ETFO President, or designate, and the Teacher shall be provided with reasonable advance notice as to how the Board intends to proceed to deal with results of a criminal record check or offence declaration. The Teacher shall be given a full opportunity to present relevant information. Any interviews will be conducted on a confidential basis and any information obtained shall not be used nor disclosed except where necessary.

### **ARTICLE XXXI – WORKPLACE SAFETY AND INSURANCE BOARD**

31.01 The parties agree to establish a joint committee to review the Board's policies and procedures regarding Workplace Safety and Insurance Board claims with the goal of

clarifying the process and limiting; the adverse effects on teachers who have been injured or disabled in the workplace.

The committee shall be comprised of six (6) members: three (3) representatives from the Board and three (3) representatives from the Union.

The committee shall be struck no later than September 15, 2005 and shall make its final report, including recommendations, to the Superintendent of Human Resources no later than January 31, 2006.

#### **ARTICLE XXXII - ETFO HUMANITY FUND**

Effective September 1, 2004, ETFO members will have the opportunity to participate in the ETFO Humanity Fund through payroll deduction.

## Letters of Understanding

### 1. Re: 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 \$1,029,018, funds 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 agrees to provide the Board with a quarterly accounting and usage report and to indemnify and hold harmless the Board from any liability for accounting or income tax purposes.

### 2. Re: Medical Documentation

1. No member of the Board Administration or Union shall offer medical advice to a teacher unless qualified to do so.

2. The Board shall ensure that all individual medical records and information provided by a qualified health care practitioner with the permission of the teacher are stored in a secure location and in a completely confidential manner. Access to such individual records and information shall be confidential and strictly limited to the individual teacher, the Human Resources Manager with responsibility for disability management and the Human Resources Officer - Attendance/Disability Management. A teacher will be provided with copies of any and all information contained in their medical file within five (5) working days of a written request being delivered to the Human Resources Manager or the Human Resources Officer responsible for disability management. In the event of an IME report, information will be provided to the teacher or their qualified health care practitioner.

3. A teacher who is absent for six (6) consecutive days will provide a note from a qualified health care practitioner.

a) If the teacher is medically fit to return to work, the note will indicate the teacher is fit to return to work and be given to their Principal or their Supervisor outside of the Bargaining Unit.

b) If the teacher is unable to return to their previous work (full-time or part-time), or if accommodations to work are required, the note will be given to the Human Resources Officer- Attendance/Disability Management and will include:

- i. Confirmation of an active treatment plan
- ii. Indication if a referral to another medical practitioner has been made
- iii. Delineation of limitations
- iv. Indication of the date of reassessment

- c) In the event the information Provided in 3b is insufficient, following consultation with the Union and an explanation to the teacher of what is insufficient, the Board may request additional documentation to supplement the original note.
  - d) In the event that the Board has a concern about a Pattern of absences, the Board may request a meeting with the teacher and the Union to discuss the concern. Following the meeting the Board may request supporting medical documentation.
4. When a return to work plan is required, the plan will be developed cooperatively between the Board and the Union with input from the teacher based on medical documentation.
  5. Accommodations required by a teacher while Performing at their full or reduced F.T.E. workload will be developed cooperatively between the Board and the Union with input from the teacher based on medical documentation.
  6. Should the Board request from a teacher, an independent medical opinion, the choice of medical Practitioner shall be mutually agreeable to the Board, the teacher and the Bargaining Unit.

### 3. Re: Re-opener

If the Provincial government Provides to the Board additional funding; specifically for elementary teacher salaries for either or both of the school year 2006-2007 and 2007-2008 then the salaries for that year or those years shall be increased as follows:

In accordance with the foregoing, the government has stated it will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years on the following conditions:

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 2005-2005 school year is higher than 2.5%, then the salary increase for September 1, 2006, will be increased by the Percentage amount by which the rate of inflation exceeded 2.5%, 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 by the percentage amount by which the rate of inflation exceeded 2.5%, up to a maximum of 0.5%.

4. Re: Joint Benefit Review Committee

The parties agree to establish, no later than September 15, 2005, a Joint Benefit Review Committee, composed of up to three (3) representatives from the Board and up to three (3) representatives from the Union.

The Committee will review the existing benefit plan design and possible restructuring of benefit coverage and will make its report no later than March 1, 2006 or such later date as agreed upon by the Committee.

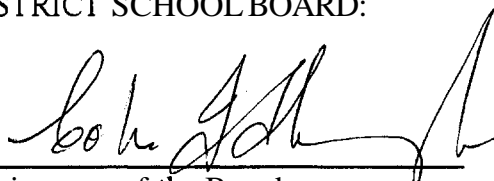
Changes may only be made to the benefits and the benefit plan where the Board and the Union jointly agree to the changes.' It is further understood that any changes recommended by the Committee will not result in any additional costs to the Board with respect to the total cost associated with the Board's benefit plan.

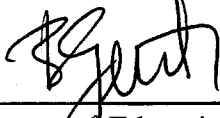


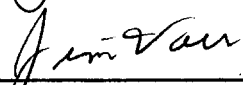
**SIGNATURES**

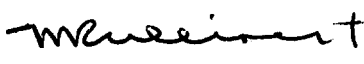
IN WITNESS WHEREOF each of the parties hereto has caused this Agreement to be signed by its duly authorized representatives this 22nd day of June, 2005.

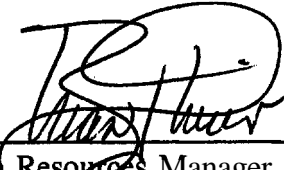
FOR THE WATERLOO REGION  
DISTRICT SCHOOL BOARD:

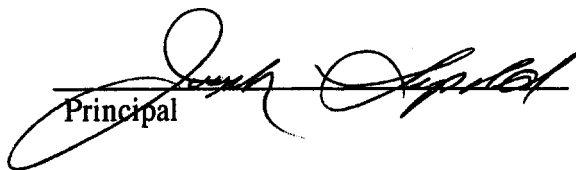
  
\_\_\_\_\_  
Chairperson of the Board

  
\_\_\_\_\_  
Director of Education and Secretary to  
the Board

  
\_\_\_\_\_  
Superintendent of Human Resources

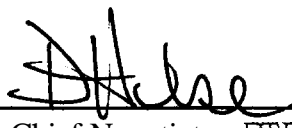
  
\_\_\_\_\_  
Manager of Employee Relations &  
Staffing (Administration & Support  
Staff)

  
\_\_\_\_\_  
Human Resources Manager - Staffing  
(Elementary Teachers)

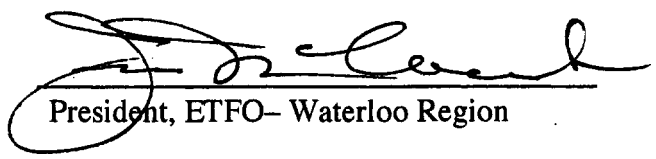
  
\_\_\_\_\_  
Principal

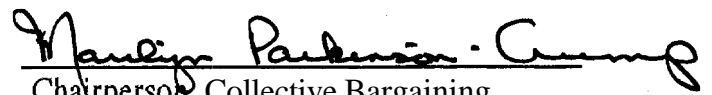
  
\_\_\_\_\_  
Principal


FOR THE ELEMENTARY TEACHERS'  
FEDERATION OF ONTARIO -  
WATERLOO REGION

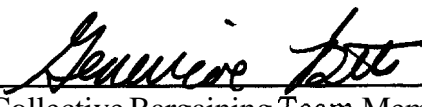
  
\_\_\_\_\_  
Chief Negotiator, ETFO

  
\_\_\_\_\_  
Chief Negotiator, ETFO - Waterloo

  
\_\_\_\_\_  
President, ETFO - Waterloo Region

  
\_\_\_\_\_  
Chairperson, Collective Bargaining  
Committee

  
\_\_\_\_\_  
Collective Bargaining Team Member

  
\_\_\_\_\_  
Collective Bargaining Team Member

## INDEX

Acting PrincipalNice-Principal .....	17
Arbitration Procedure.....	48
Allowance for Teaching Experience.....	9
Bargaining Unit/Administrative Committee.....	47
Benefit Plans, Death of a Teacher .....	21
Benefit Plans, Dental.....	21
Benefit Plans, Extended Health.....	20
Benefit Plans, Life Insurance .....	21
Benefit Plans, Pensioners.....	22
Bereavement.....	26
Category Definitions.....	5
Class Size.....	46
Compassionate Care Leave.....	34
Consultant Salary Scale.....	13
Co-ordinator Salary Scale.....	11
Deferred Salary Leave <b>Plan</b> .....	30
Degree Allowances.....	14
Educational Leave Plan.....	25
Elected/Appointed Officials Leave.....	27
Enrollment Transfer .....	53
Examination Leave.....	27
Extra-Curricular Duties .....	40
Family Care Leave .....	27
Federation Leave.....	33
Graduation Leave .....	27
Grievance Procedure.....	48
Inclement Weather .....	28
Increments.....	9
Increments, Withholding of.....	9
Insurance, Basic Group Life.....	21
Insurance, Optional Group Life.....	21
Instructional Time .....	41
Jury or Witness Duty.....	28
Just Cause.....	51
Leave of Absence, Extended Period.....	29
Leave of Absence, Fifth Disease.....	34
Letters of Understanding	
<b>Teacher Development Account</b> .....	60
<b>Medical Documentation</b> .....	60
<b>Re-opener</b> .....	61
<b>Joint Benefit Review Committee</b> .....	62

Long-Term Disability.....	22
Lunch Break.....	40
Medical Procedures.....	44
Miscellaneous Leaves.....	27
Parental Leave.....	35
Part-Time to Full-Time.....	45
Pay Dates.....	18
Performance Appraisal.....	57
Personal Day.....	27
Personal Leave.....	29
Personnel Files.....	38
Postings.....	54
Preparation Time.....	41
Professional Development Plan.....	25
Pregnancy Leave.....	35
Probationary Period.....	51
Pro-rated Leaves.....	29
Quarantine.....	28
Recall Procedures.....	55
Religious Holy Days.....	28
Retirement Savings Plan.....	22
Retirement Gratuity.....	37
Salary Scale, Teachers.....	6
School Day, Length of.....	40
School Year.....	39
S.E.B. Plan.....	36
Seniority.....	52
Short-Term Educational Leave.....	25
Sick Leave, Cumulative Days.....	23
Staff Meetings.....	40
Staffing Committee.....	4
Staffing Procedures.....	52
Supervision Time.....	43
Teacher Absence.....	45
Teacher in Charge.....	16
Tenure.....	52
Termination.....	51
Time for Travelling.....	40
Time in Lieu.....	44
Transfers.....	52
Travel Expenses.....	17
Weather, Inclement Conditions.....	28
Working Conditions.....	39