

COLLECTIVE AGREEMENT

Between:

Waterloo Regional District School Board
Hereinafter referred to as the 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, 2008 – August 31, 2012

11232 (05)

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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, **2008** and shall remain in effect until, and including, August 31, **2012** 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 **and Education 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 **make available to each teacher annually by October 30th electronic web-based access to** 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.
- 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, **disability** 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 **the Principal** to review the staffing of the school including **supervision** and other assigned duties.
- (d) The In-School Staffing Committee will create a proposed supervision duty schedule **prior to the end of the school year.**
- (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.

At a minimum, the Committee shall meet:

- (i) **in the period between the staff verification report due date and the announcement of the final September FTE;**
- (ii) **in the period between the announcement of the final September FTE and the entering of openings and departures for the spring staffing process;**
- (iii) **once the final timetable for the school is completed;**
- (iv) **prior to the finalization of the school supervision schedule, or of any changes to an existing supervision schedule.**

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 **Human Resources Manager responsible for Elementary Teachers**. Adjustments are contingent upon proper documentation and such documents must be **received by Human Resources** by March thirty-first (31st) to be effective September first (1st) of the current school year or by **June** thirtieth (30th) to be effective on January first (1st) of the current school year.

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 Human Resources Manager responsible for Elementary Teachers in writing prior to the relevant submission deadlines and the Human Resources Manager responsible for Elementary Teachers may grant an extension.

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.

9.04 **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 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.

ARTICLE XI - BASIC SALARY SCALE AND ALLOWANCES

11.01 1. (a) Effective September 1, 2008:

| Years | A | A1 | A2 | A3 | A4 |
|-------|--------|--------|--------|--------|--------|
| 0 | 36,920 | 39,929 | 41,521 | 46,276 | 49,037 |
| 1 | 39,493 | 42,710 | 44,605 | 49,630 | 52,607 |
| 2 | 42,063 | 45,491 | 47,693 | 52,980 | 56,283 |
| 3 | 44,625 | 48,260 | 50,787 | 56,327 | 59,968 |
| 4 | 47,202 | 51,047 | 53,878 | 59,680 | 63,654 |
| 5 | 49,770 | 53,850 | 56,969 | 63,040 | 67,333 |
| 6 | 51,492 | 56,604 | 60,060 | 66,390 | 71,015 |
| 7 | 54,020 | 59,383 | 63,150 | 69,749 | 74,702 |
| 8 | 56,549 | 62,164 | 66,235 | 73,103 | 78,394 |
| 9 | 59,078 | 64,943 | 69,330 | 76,459 | 82,081 |
| 10 | 61,957 | 68,088 | 72,416 | 79,817 | 85,788 |
| 11X | 63,660 | | | | |
| 11Y | 64,667 | | | | |
| 11Z | 68,088 | | | | |

(b) Effective September 1, 2009:

| Years | A | A1 | A2 | A3 | A4 |
|--------------|----------|-----------|-----------|-----------|-----------|
| 0 | 37,658 | 40,728 | 42,351 | 47,202 | 50,018 |
| 1 | 40,283 | 43,564 | 45,497 | 50,623 | 53,659 |
| 2 | 42,904 | 46,401 | 48,647 | 54,040 | 57,409 |
| 3 | 45,518 | 49,225 | 51,803 | 57,454 | 61,167 |
| 4 | 48,146 | 52,068 | 54,956 | 60,874 | 64,927 |
| 5 | 50,765 | 54,927 | 58,108 | 64,301 | 68,680 |
| 6 | 52,522 | 57,736 | 61,261 | 67,718 | 72,435 |
| 7 | 55,100 | 60,571 | 64,413 | 71,144 | 76,196 |
| 8 | 57,680 | 63,407 | 67,560 | 74,565 | 79,962 |
| 9 | 60,260 | 66,242 | 70,717 | 77,988 | 83,723 |
| 10 | 63,196 | 69,450 | 73,864 | 81,413 | 87,504 |
| 11X | 64,933 | | | | |
| 11Y | 65,960 | | | | |
| 11Z | 69,450 | | | | |

(c) Effective September 1, 2010:

| Years | A | A1 | A2 | A3 | A4 |
|--------------|----------|-----------|-----------|-----------|-----------|
| 0 | 38,788 | 41,950 | 43,622 | 48,618 | 51,519 |
| 1 | 41,491 | 44,871 | 46,862 | 52,142 | 55,269 |
| 2 | 44,191 | 47,793 | 50,106 | 55,661 | 59,131 |
| 3 | 46,884 | 50,702 | 53,357 | 59,178 | 63,002 |
| 4 | 49,590 | 53,630 | 56,605 | 62,700 | 66,875 |
| 5 | 52,288 | 56,575 | 59,851 | 66,230 | 70,740 |
| 6 | 54,098 | 59,468 | 63,099 | 69,750 | 74,608 |
| 7 | 56,753 | 62,388 | 66,345 | 73,278 | 78,482 |
| 8 | 59,410 | 65,309 | 69,587 | 76,802 | 82,361 |
| 9 | 62,068 | 68,229 | 72,839 | 80,328 | 86,235 |
| 10 | 65,092 | 71,534 | 76,080 | 83,855 | 90,129 |
| 11X | 66,881 | | | | |
| 11Y | 67,939 | | | | |
| 11Z | 71,534 | | | | |

(d) Effective September 1, 2011:

| Years | A | A1 | A2 | A3 | A4 |
|--------------|----------|-----------|-----------|-----------|-----------|
| 0 | 39,952 | 43,209 | 44,931 | 50,077 | 53,065 |
| 1 | 42,736 | 46,217 | 48,268 | 53,706 | 56,927 |
| 2 | 45,517 | 49,227 | 51,609 | 57,331 | 60,905 |
| 3 | 48,291 | 52,223 | 54,958 | 60,953 | 64,892 |
| 4 | 51,078 | 55,239 | 58,303 | 64,581 | 68,881 |
| 5 | 53,857 | 58,272 | 61,647 | 68,217 | 72,862 |
| 6 | 55,721 | 61,252 | 64,992 | 71,843 | 76,846 |
| 7 | 58,456 | 64,260 | 68,335 | 75,476 | 80,836 |
| 8 | 61,192 | 67,268 | 71,675 | 79,106 | 84,832 |
| 9 | 63,930 | 70,276 | 75,024 | 82,738 | 88,822 |
| 10 | 67,045 | 73,680 | 78,362 | 86,371 | 92,833 |
| 11X | 68,887 | | | | |
| 11Y | 69,977 | | | | |
| 11Z | 73,680 | | | | |

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 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 11.03.4 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 11.03.4.

(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 grid. Increments shall be granted in accordance with the Board's standard practice as outlined in Article 11.03.4.

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 31st to be effective September 1st 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 11.03.4.

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 11.03 (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 (1st) or January first (1st) in the school year in which the documentation is provided.

11.04 CO-ORDINATOR SALARY SCALE

1. Co-ordinator Salary Scale

(a) Effective September 1, **2008**:

| Year | Co-ordinator |
|------|--------------|
| 0 | \$96,157 |
| 1 | \$97,877 |
| 2 | \$99,599 |
| 3 | \$101,320 |
| 4 | \$103,041 |

(b) Effective September 1, **2009**:

| Year | Co-ordinator |
|------|--------------|
| 0 | \$98,080 |
| 1 | \$99,835 |
| 2 | \$101,591 |
| 3 | \$103,346 |
| 4 | \$105,102 |

(c) Effective September 1, **2010**:

| Year | Co-ordinator |
|------|--------------|
| 0 | \$101,022 |
| 1 | \$102,830 |
| 2 | \$104,639 |
| 3 | \$106,446 |
| 4 | \$108,255 |

(d) Effective September 1, **2011**:

| Year | Co-ordinator |
|------|--------------|
| 0 | \$104,053 |
| 1 | \$105,915 |
| 2 | \$107,778 |
| 3 | \$109,639 |
| 4 | \$111,503 |

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.

11.05 CONSULTANT SALARY SCALE

Effective September 1, **2008** all Consultants shall receive a responsibility allowance of **\$5,984.00** over category appointment.

Effective September 1, **2009** all Consultants shall receive a responsibility allowance of **\$6,104.00** over category appointment.

Effective September 1, **2010** all Consultants shall receive a responsibility allowance of **\$6,287.00** over category appointment.

Effective September 1, **2011** all Consultants shall receive a responsibility allowance of **\$6,476.00** 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.

11.06 DEGREE ALLOWANCE

1. (a) Effective September 1, **2008**, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

| | |
|-----------------|---------|
| *B. Ed. | \$201 |
| B. Paed. | \$996 |
| Masters | \$1,209 |
| Ph.D., or Ed.D. | \$1,600 |

- (b) Effective September 1, **2009**, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

| | |
|-----------------|---------|
| *B. Ed. | \$205 |
| B. Paed. | \$1,016 |
| Masters | \$1,233 |
| Ph.D., or Ed.D. | \$1,632 |

- (c) Effective September 1, **2010**, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

| | |
|-----------------|---------|
| *B. Ed. | \$211 |
| B. Paed. | \$1,046 |
| Masters | \$1,270 |
| Ph.D., or Ed.D. | \$1,681 |

- (d) Effective September 1, **2011**, the allowance granted to teachers and Consultants for extra degrees shall be as follows:

| | |
|-----------------|---------|
| *B. Ed. | \$217 |
| B. Paed. | \$1,077 |
| Masters | \$1,308 |
| Ph.D., or Ed.D. | \$1,731 |

*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 (1st), 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 (31st) to be effective September first (1st) of the current year.

- (b) Where a Teacher obtains a qualifying postgraduate degree prior to December thirty-first (31st), the salary adjustment will be made effective January first (1st) of the calendar year following. Adjustments are contingent upon proper documentation and such documents must be submitted by **June** thirtieth (30th) to be effective on January first (1st) of the current year.

11.07 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.

11.08 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 Principal/Vice-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 Principal/Vice-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 Principal/Vice-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 Principal/Vice-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 Principal/Vice-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.

11.09 Travel Expenses

A teacher who is assigned by the Board to travel between schools or other places of employment shall receive kilometrage from the Board at the rate set out in Board policy.

ARTICLE XII - METHOD OF PAYMENT

12.01 1. Annual salaries shall be paid in twenty-six (26) installments, effective **August 29, 2008**. The payments shall be made on the following dates and shall be equal to 0.03846 of the annual contracted salary.

| 2008 | | 2009 | |
|-------------|-----|-------------|-----|
| August | 29* | January | 2 |
| September | 12 | January | 16 |
| September | 26 | January | 30 |
| October | 10 | February | 13 |
| October | 24 | February | 27 |
| November | 7 | March | 13 |
| November | 21* | March | 27 |
| December | 5 | April | 9 |
| December | 19 | April | 24 |
| | | May | 8 |
| | | May | 22 |
| | | June | 5** |

* 2/26 of annual salary payment on **August 29 and November 21, 2008**

** 4/26 of annual salary payment on **June 5, 2009**

| 2009 | | 2010 | |
|-------------|-----|-------------|-----|
| August | 28* | January | 1 |
| September | 11 | January | 15 |
| September | 25 | January | 29 |
| October | 9 | February | 12 |
| October | 23 | February | 26 |
| November | 6 | March | 12 |
| November | 20* | March | 26 |
| December | 4 | April | 8 |
| December | 18 | April | 23 |
| | | May | 7 |
| | | May | 21 |
| | | June | 4** |

* 2/26 of annual salary payment on **August 28 and November 20, 2009**

** 4/26 of annual salary payment on **June 4, 2010**

| 2010 | | 2011 | |
|-------------|-----|-------------|-----|
| August | 27* | January | 14 |
| September | 10 | January | 28 |
| September | 24 | February | 11 |
| October | 8 | February | 25 |
| October | 22 | March | 11 |
| November | 5 | March | 25 |
| November | 19* | April | 7 |
| December | 3 | April | 22 |
| December | 17 | May | 6 |
| December | 31 | May | 20 |
| | | June | 3** |

* 2/26 of annual salary payment on **August 27 and November 19, 2010**

** 4/26 of annual salary payment on **June 3, 2011**

| 2011 | | 2012 | |
|-------------|-----|-------------|----|
| August | 26* | January | 13 |
| September | 9 | January | 27 |
| September | 23 | February | 10 |
| October | 7 | February | 24 |
| October | 21 | March | 10 |
| November | 4 | March | 24 |
| November | 18* | April | 6 |
| December | 2 | April | 21 |

| | | | |
|----------|----|------|-----|
| December | 16 | May | 5 |
| December | 30 | May | 19 |
| | | June | 2** |

* 2/26 of annual salary payment on **August 26 and November 18, 2011**

** 4/26 of annual salary payment on **June 2, 2012**

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.
7. **A teacher who is laid off may continue to participate in one or more of the benefit plans until the right to recall expires. The Member shall pay one hundred (100%) percent of the premium costs.**
8. **Effective September 1, 2009, a Teacher on a leave due to participation in the Long Term Disability Plan (LTD) may continue to participate in the Extended Health Care, Dental and Basic Life Insurance on the same shared-cost premium basis with the Board for benefit coverage that was in effect at the commencement of the LTD leave:**
 - i) **for a period of two (2) continuous years on full leave funded by the LTD Plan. If subsequently the Teacher is deemed to be totally disabled from any occupation, the Teacher may continue Benefit coverage provided that the Teacher pays 100% of the premium cost.**

or

- ii) **for a period of four (4) continuous year on leave funded by the LTD Plan provided the Teacher is not deemed to be totally disabled from any occupation during the four (4) year period. At the end of the four (4) years, the Teacher may continue Benefit coverage on the same pro-rated shared cost as other Part-time Teachers.**

Effective September 1, 2010, a Teacher on a partial leave due to participation in the Long Term Disability Plan (LTD) may continue to participate in Extended Health Care, Dental and Basic Life Insurance on the same shared cost premium basis with the Board for benefit coverage that was in effect at the commencement of the LTD leave.

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).

Effective September 1, 2009:

95% by the District Board and 5% 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).

Effective September 1, 2009:

95% by the District Board and 5% 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).

Effective September 1, 2009 the cost of the premium to be paid for Basic Group Life Insurance and Accidental Death and Dismemberment is at 100% cost to the Member.

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 | Son | 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) **Bereavement for aunt, uncle, niece, nephew or close friend as outlined in 14.03.3 Miscellaneous Leave.**

- (d) 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 **Human Resources Department** 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.

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.
2. Request for leave of absence should be received by the 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 may continue Group Life and Dental benefits and may continue Supplementary Health benefits, 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 1st, 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 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.
- (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) **for the period September 1st to August 31st;**
 - ii) for the period July 1st to December 31st;
 - iii) for the period January 1st to June 30th.
- (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 (31st) 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 FAMILY MEDICAL 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 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 **two (2)** school days is to be available to the Teacher to permit the Teacher to be present at the birth/adoption of the Teacher's child.

A Teacher shall be granted up to a maximum of five (5) days with pay for the purpose of completing the necessary documentation and requirements relating to

out of province or country custody, care, control, adoption and receipt of a child, and/or for travel time as such is required.

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).
- iv) **A teacher whose pregnancy terminates after the beginning of the twentieth (20th) week preceding the due date shall be entitled to payment under the SEB plan.**

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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 $*RSLD/2 \times (1/200 \text{ of year 0 category A1})$ 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 there under.
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.
4. **One of the Professional Activities Days each year shall be designated as the Federation Activity 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.

Effective September 1, 2009, for the purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

18.03 LUNCH BREAK

Each Teacher shall have a lunch period of 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.

Teachers with duties at multiple schools may have their assignments taken into consideration for the assignment of supervision duties. It is recognized that such duties, and the required travel time, may reduce the amount of assignable supervision in such cases.

18.05 STAFF MEETINGS

- 1. Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible.**
- 2. Regularly scheduled staff meetings shall be held no more than once per month on average, normally on the second or fourth Wednesday of each month.**
- 3. Each meeting shall be no more than 75 minutes in length.**
- 4. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers.**
- 5. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals.**
- 6. Teachers are expected to attend regularly scheduled staff meetings.**
- 7. Part-time assignments and other regular commitments shall, where possible, be accommodated in the timing of staff meetings.**
- 8. Teachers may submit agenda items to the Principal for consideration.**

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 2008-2009 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 per cycle of five (5) instructional days.

For the 2009-2010 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 twelve hundred and ninety (1290) minutes per cycle of five (5) instructional days.

For the 2010-2009 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 twelve hundred and eighty (1280) minutes per cycle of five (5) instructional days.

For the 2011-2012 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 twelve hundred and seventy (1270) minutes per cycle of five (5) instructional days.

Effective August 31, 2012 and for the 2012-2013 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 twelve hundred and sixty (1260) minutes per cycle of five (5) instructional days.

2. 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) (i) Effective September 1, **2008**, 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, **per cycle** 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, **2009**, each teacher on a full-time assignment will receive a minimum of **210** minutes of preparation time during the Instructional Day as defined in Article 18, free from classroom instruction or supervision, **per cycle** 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, **2010**, each teacher on a full-time assignment will receive a minimum of **220** minutes of preparation time during the Instructional Day as defined in Article 18, free from classroom instruction or supervision, **per cycle** 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.
 - (iv) Effective September 1, **2011**, each teacher on a full-time assignment will receive a minimum of **230** minutes of preparation time during the Instructional Day as defined in Article 18, free from classroom instruction or supervision, **per cycle** 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.
 - (v) Effective **August 31, 2012**, each teacher on a full-time assignment will receive a minimum of **240** minutes of preparation time during the Instructional Day as defined in Article 18, free from classroom instruction or supervision, **per cycle** 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.
- (b) 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.

- (c) Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- (d) **Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.**
- (e) **Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.**
- (f) **Notwithstanding other provision in this collective agreement, the additional weekly minutes of preparation time above the 2008-09, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.**
- (g) **Missed preparation time shall only be rescheduled where a teacher is required by the principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.**
- (h) **In cases where a teacher has been unable to resolve an issue at the school level with respect to the re-scheduling of missed preparation time, the record shall be made available to the Local upon request.**

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) **Effective the instructional day following ratification, the maxima of supervision time for elementary teachers will be 80 minutes within each period of five (5) instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.**
- (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.
- (e) **The parties agree that the Superintendent of Human Resources or designate and the President of the Local and/or designate will meet to discuss monitoring of school supervision schedules.**

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 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 part 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 amended, 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, **2008**, there shall be a minimum of **2,251.08** FTE teachers including consultants and coordinators. This allocation shall include **1,830.96** FTE teachers to classroom instruction, **220.89** 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 **1,830.96** 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 **2008** 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~~ **99.23** FTE.

20.04 An Appeals Committee made up of the ETFO President, ETFO Chief Negotiator, Superintendent of Human Resources, or designate, and the Superintendent 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, **Manager of Human Resources responsible for Elementary Teachers or designate**, the Superintendent of Human Resources or designate, **two (2) Principal representatives appointed by the Board, two (2) additional Board representatives (when required) as assigned by the Executive Superintendent of Human Resources or designate, shall meet to discuss system/labour/management issues.**

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** A Teacher shall provide as much notice as practical but no less than two weeks 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** Nothing herein prevents a Teacher and the Board from mutually agreeing to the Teacher's resignation at any time.
- 24.03** 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. **The probationary period for a probationary teacher who accepts an increased assignment shall commence the first day of the new assignment.**

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/REDUNDANCY

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.

Where seniority in Article 27.01 is equal, the relative seniority status of each teacher will be determined by the following factors:

- **Total employment as a contract teacher with the Board and its predecessors in the elementary panel and where that is equal;**
- **Total employment as an occasional teacher with the Board and its predecessors in the elementary panel and where that is equal;**
- **Total employment as a continuing education teacher with the Board and its predecessors in the elementary panel and where that is equal;**

- Total employment as a teacher with the Board in the secondary panel and where that is equal;
- Total employment as a contract teacher outside the Board in the Province of Ontario;
- Lot conducted jointly by the parties.

On or before September 30, a seniority list reflecting seniority as of September 1 of that year shall be created by the Board and shall be posted in every school or place of employment and provided to the Union. An updated list shall be provided by March 31. The list shall include the seniority status of every teacher covered by this collective agreement in decreasing order of seniority and the factors which determined the seniority status of every teacher respectively, as determined and accumulated in accordance with the above provisions.

The seniority list shall be reviewed and amended at the written request of either Party or as may be necessary from time to time when an additional teacher is employed or the employment of a teacher is terminated. Notice of such amendments to the seniority list shall be posted in every school or place of employment and furnished to the Union as soon as practical after they occur.

27.02 STAFFING PROCEDURES

1. All tenured teachers will be assigned according to the Elementary Staffing Memo and the staffing procedure outlined below.
2. At each stage of the staffing process, the Human Resources Manager responsible for Elementary Teachers shall provide the Union a listing of the available openings prior to the start of each stage. In addition, a report including the following shall also be provided:
 - the names of the bargaining unit members who applied to each position;
 - the names of the bargaining unit members interviewed for each position; and
 - the successful candidate for each position.

Receipt of this report by the Union shall occur as soon as possible, but no later than five (5) working days after the position has been filled.

3. 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.

27.03 Transfers

1. Enrollment Transfers

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.

- (i) After a principal has been informed that the school will have an enrollment transfer teacher(s), the principal will conduct an **in-school staffing committee meeting and as soon as practical** a 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) 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.

- (iii) The President of the Bargaining Unit shall be provided with the name, FTE and location of enrollment transfers being declared.
- (iv) Bargaining Unit members on any approved leave of absence are the responsibility of the originating school.

- (v) The principal shall notify a Bargaining Unit member who is to be declared an enrollment transfer.
- (vi) Bargaining Unit members who are declared an enrollment transfer shall be **notified of their status by the principal at the end of the day.**
- (vii) Teachers who are unqualified for vacant positions may be given the opportunity to become qualified for the position by a mutually agreed date.

2. Staffing for Tenure Teachers

Step 1

- 1. Surplus to school and surplus to the system will be declared prior to the transfer process.**
- 2. Administrative System initiated transfers shall take place prior to all other transfers.**
- 3. Enrolment Transfer teachers will be identified as per article 27.03 of the Collective Agreement.**

A. Voluntary Transfers

- (i) A teacher, other than an Enrolment Transfer Teacher, wishing a transfer during the staffing process will identify as a Voluntary transfer. As a result each school will generate the opening at the discretion of the Principal. For clarification, a Voluntary Transfer teacher is guaranteed a transfer and is required to move. Teachers who have not completed their probationary period, are under performance review, or subject to ongoing disciplinary action may not participate in the Voluntary Transfer process.**
- (ii) The number of Voluntary Transfers is limited to 20% of teaching staff per school (rounded up using a threshold of 0.5 or greater). In the event one school has greater than 20% interested in a Voluntary Transfer the 20% will be determined by Seniority. The 20% may be adjusted by mutual consent between the Principal and Human Resources.**
- (iii) Once all known vacancies are established the list of openings will be distributed by Human Resources to all Voluntary Transfer Teachers, Principals and the Bargaining Unit.**

- (iv) The Voluntary Transfer posting will be posted no later than noon, with a closing date and time of 4:30 PM the following school day, on the internal portion of the Apply To Education website.
- (v) Voluntary Transfer teachers may apply to up to 4 positions for which they are qualified and which are equivalent to their current contract FTE, from the available openings on the list.
- (vi) In the event that there are no positions of equal FTE the Voluntary Transfer teacher may apply to positions of greater FTE; however, placement will only be into the portion of the contract FTE owned by the Voluntary Transfer teacher and the remaining FTE will remain as an opening in future postings.
- (vii) Principals will be required to conduct interviews which will include the 3 applicants who have the greatest Seniority. In the event that 5 or fewer applicants apply to a posting, all applicants will be interviewed.
- (viii) Upon completion of the Voluntary Transfer interviews, the Principal will rank the candidates for selection. The Principal will contact the candidate ranked number 1 and offer the position. In the event that the candidate turns down the position, the Principal will then offer the position to the next ranked candidate. The Principal will continue down the list of candidates until either a candidate accepts the position or all have turned down the position. In the event that none of the applicants takes the position, the opening will remain vacant, and will be filled by Human Resources by assigning an unplaced Voluntary Transfer Teacher. If the position still remains vacant once all Voluntary Transfers are placed, the opening will be reposted in the first posting. In the event that none of the applicants is selected by the Principal the position will remain vacant pending a decision from the Appeals Committee as described in Article 20.04.
- (ix) Principals will have 72 hours after the posting closes to conduct interviews and make an offer.
- (x) Once a Voluntary Transfer Teacher has received an offer of a position the Voluntary Transfer Teacher has 24 hours to accept or decline the offer. After a Voluntary Transfer teacher accepts an offer, the teacher may not accept another offer through the Voluntary Transfer process.

- (xi) After the Voluntary Transfer posting is completed, the remaining Voluntary Transfer teachers will be placed by the Human Resources Department. The Human Resources Manager responsible for Elementary Staffing will advise the President or designate of the Bargaining Unit prior to and following the placement of the Voluntary Transfer teachers regarding the following information: the existing openings, the names of the teachers to be placed, and the final placements. The notification following the placements shall be made no later than 4:30 PM on the day the placements are made.**
- (xii) In the event that there is no position for which the Voluntary Transfer Teacher is qualified, the Voluntary Transfer Teacher will remain unplaced until a position for which the Voluntary Transfer Teacher is qualified becomes available. Voluntary Transfer teachers will be placed by June 30.**
- (xiii) In the event that a Voluntary Transfer Teacher wishes to appeal the posting/ interview process the teacher may do so as per article 20.04 of the collective agreement.**
- (xiv) A Voluntary Transfer teacher may also participate in the posting process.**

STEP 2

B. First General Posting

- (i) The openings remaining after Voluntary Transfer placements are completed will appear on the first posting. The first posting will be open to all permanent contract teachers, including Voluntary and Enrolment Transfer teachers. No teacher will be permitted for an increase in FTE on the first posting.**
- (ii) Principals will be required to conduct interviews which will include the 3 applicants who have the greatest Seniority. In the event that 5 or fewer applicants apply to a posting all applicants will be interviewed.**
- (iii) Upon completion of the interviews, the Principal will rank the candidates for selection. The Principal will contact the candidate ranked number 1 and offer the position. In the event that the candidate turns down the position, the Principal will then offer the position to the next ranked candidate. The Principal will continue down the list of candidates until either a candidate accepts or all have turned down the position. In the event that none of the applicants take the position, the opening will remain vacant and will be posted in the next posting. In the event that none of the applicants is selected by the Principal the position will remain vacant pending a decision from the Appeals Committee as described in Article 20.04.**
- (iv) Principals will have 72 hours after the posting closes to conduct interviews and make an offer. Once a Teacher has received an offer of a position, the Teacher has 24 hours to accept or decline the offer.**

C. Closed Enrolment Transfer: Posting and Placement

- (i) Once all remaining vacancies are established, the list of openings will be distributed to all Enrolment Transfer Teachers, Principals and the Bargaining Unit.**
- (ii) The Enrolment Transfer posting will be posted by noon with a closing date and time of 4:30 PM the following school day, on the internal portion of the Apply To Education website.**
- (iii) Enrolment Transfer teachers may apply to up to 4 positions for which they are qualified and are equivalent to their current contract FTE, from the available openings on the posting.**

- (iv) In the event that there are no positions of equal FTE the Enrolment Transfer Teacher may apply to positions of great FTE; however, placement will only be into the portion of the contract FTE owned by the Enrolment Transfer Teacher and the remaining FTE will remain as an opening in future postings.
- (v) Principals will be required to conduct interviews which will include the 3 applicants who have the greatest Seniority. In the event that 5 or fewer applicants apply to a posting, all applicants will be interviewed.
- (vi) Upon completion of the Enrolment Transfer interviews the Principal will rank the candidates for selection. The Principal will contact the candidate ranked number 1 and offer the position. In the event that the candidate turns down the position the Principal will then offer the position to the next ranked candidate. The Principal will continue down the list of candidates until either a candidate accepts the position or all have turned down the position. In the event that none of the applicants takes the position the opening will remain vacant and will be considered when the Human Resources Department assigns unplaced Enrolment Transfers. If the position still remains vacant once all Enrolment Transfers are placed the openings will be available in Step 4. In the event that none of the applicants is selected by the Principal the position will remain vacant pending a decision from the Appeals Committee as described in Article 20.04.
- (vii) Principals will have 72 hours after the posting closes to conduct interviews and make an offer. Once an Enrolment Transfer Teacher has received an offer of a position the Teacher has 24 hours to accept or decline the offer.
- (viii) After the Enrolment Transfer posting is completed, the remaining Enrolment Transfer Teachers will be placed through the Human Resources Department. The Human Resources Manager responsible for Elementary staffing will advise the President or designate of the Bargaining Unit prior to and following the placement of the Enrolment Transfer teachers regarding the following information: The existing openings, the names of the teachers to be placed, and the final placements. The notification following the placements shall be made no later than 4:30 PM on the day the placements are made.

- (ix) **In the event that there is no position for which the Enrolment Transfer Teacher is qualified, the Enrolment Transfer Teacher will remain unplaced until a position for which the teacher is qualified becomes available.**
- (x) **Enrolment Transfer teachers will be placed by June 30.**
- (xi) **In the event that an Enrolment Transfer Teacher wishes to appeal the posting/interview process they may do so as per Article 20.04 of the collective agreement.**
- (xii) **An Enrolment Transfer Teacher may also participate in the postings process.**

Step 4

D. General Postings

- (i) **The remaining openings will appear on the second and third general postings. The same process will be used for the second and third postings as set in the first general posting. The second and third general postings will be open to all permanent contract teachers, including Voluntary ad Enrolment Transfer teachers, and will allow for part-time teachers to apply to positions which increase their FTE.**

Throughout The School Year Postings

- (i) **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. The same process will be used for school year postings as set out in general posting Step 4 D (i).**

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.**

Teachers being declared redundant shall be notified or receive such notification only at the end of a day or after all teaching duties have been completed.

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. **During this time teachers shall retain the following rights:**
 - (a) **the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified or can reasonably be expected to become qualified before the new teacher is required to return;**
 - (b) **the right to receive a copy of all notices posted in schools, or given to other teachers, respecting terms and conditions of employment, including job postings and seniority lists;**
 - (c) **the right to continue to participate in one or more of the benefit plans.**
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.

If no Teacher on the recall list has the required qualifications the position will be offered to the most senior Teacher on the recall list who agrees to become qualified. If the Teacher who agreed to become qualified does not become qualified within one (1) year the Teacher shall be moved to the bottom of the recall list. The timeframe to become qualified can be extended for an additional year by mutual consent.

- (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.
- (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 **shall be moved to the bottom of the recall list.**
 - (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.

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

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” or in the case of NTIP teachers, “**development needed**”, 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/**development needed** and explain the reason for the unsatisfactory rating /**development needed**;
- 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 steps 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.
- 29.09** **Only supervisory officers and principals and vice-principals shall evaluate a teacher's competence as required by the Teacher Performance Appraisal regulation. No member of the Union shall be required to evaluate a teacher's competence at any time or in any capacity.**

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

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

ARTICLE XXXIII – PEER COACHING AND MENTORING

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

Letters of Understanding

1. 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.

2. Re: Assessment Days

1. **In the 2009-10 school year, one Professional Activity day will be designated for the purpose of assessment and completion of report cards. The day will be designated in the calendar prior to the first reporting period.**
2. **Effective 2010-2011, two Professional Activity days will be designated for the purpose of assessment and completion of report cards; one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity days shall be designated for the purpose of assessment and completion of report cards.**
3. **Should the Ministry designate additional days above the current six (6) Professional Activity days without specifying the particular purpose for those additional days, the Board agrees to consult with and consider input that the Local may wish to provide regarding how those additional Professional Activity days will be utilized.**

3. Re: Health and Safety Training

It is agreed that part of the Federation Professional Development day will include a component of mandatory Health and Safety training to be determined jointly by the President of the E.T.F.O. Waterloo local and the Superintendent of Human Resource Services.

4. Re: Implementation of the Grade 4-8 Class Size Reduction under the PDT.

1. **The average class size for 2008-2009 is 25.45. In accordance with the PDT, the Board will reduce the Grade 4-8 average class size as follows:**

| | |
|---------------------|---|
| 2009-10 | by 0.1 below their 2008-09 Grade 4-8 average class size: 25.35 |
| 2010-11 | by 0.2 below their 2008-09 Grade 4-8 average class size: 25.25 |
| 2011-12 | by 0.3 below their 2008-09 Grade 4-8 average class size: 25.15 |
| August 13/12 | by 0.5 below their 2008-09 Grade 4-8 average class size: 24.95 |
2. **Staffing information shall be provided by the Board to the Local President and/or designate on an annual basis that will confirm the class size reductions set out above.**

5. Grade 7 & 8 Student Success Teachers and Literacy and Numeracy Coaches

In accordance with the PDT, “The parties note the government’s intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 teacher per 1,000 grade 4 to 8 pupil.”

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-13 school year and provide staffing information to the Elementary Staffing Committee to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teaches at the Grades 7 and 8 level.

6. Principals and Vice-Principals

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

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

7. Criteria for Candidate Selection Process

Board wide criteria shall be used for the selection of candidates for new or vacant positions. The criteria may include, but not be limited to:

- Class Management

- **Teaching/Learning Strategies**
- **Program Planning/Assessment/Evaluation**
- **Interpersonal/Communication Skills**
- **Learning Community/Program Specialty Skills**

The order and weighting of the criteria may vary based upon school needs.

8. Workplace Violence in Schools

The Ministry has established a Joint Task Group to examine and report to the parties on the issue of workplace violence in the schools. The mandate of the Joint Task Group will include:

- a review of exemplary policies and procedures that deal with the prevention of violence, the management of violent situations and the support to employees who have experienced violence;
- a review of the pertinent legislation;
- the provision of appropriate training including the recognition, prevention and control of violent situations and physical intervention techniques;
- the role of the Joint Health & Safety Committees.

The Joint Task Group will develop a report a report which recommends effective policies and procedures to the parties no later than December 31, 2009.

The Joint Occupational Health and Safety committee shall review the recommendations from the Joint Task Group and where appropriate develop an implementation strategy for such recommendations for the 2010-11 school year and beyond.

9. Opening of Schools, Closing of Schools and Major Boundary Changes

The Board agrees to establish a new numbered Administrative procedure to address Opening of Schools, Closing of Schools and Major Boundary Changes. This procedure will be in effect as of September 1, 2009.

10. Survey to Determine 10 or 12 Month Pay Schedule

The Board will design and distribute a survey to all members of the E.T.F.O. Waterloo local in the 2009-2010 school year asking for preference of either a 10 month or a 12 month pay schedule.

The Board and E.T.F.O. agree to work in collaboration in the design and the collection of the survey results.

The survey will be distributed electronically to all members of the E.T.F.O. Waterloo local no later than October 1, 2009.

The survey will close on October 31, 2009.

The results of the survey will be made available to E.T.F.O. no later than November 30, 2009.

In the event that 80% of those members of the E.T.F.O. Waterloo local who respond to the survey choose the 12 month pay schedule, all members of the E.T.F.O. Waterloo local will move to a 12 month pay schedule effective September 1, 2010.

Notwithstanding the above, the Board will be moving all members of the E.T.F.O. Waterloo local to the 12 month pay schedule on September 1, 2012.

11. Benefits

Effective September 1, 2009:

Benefit adjustments:

- i) include family therapist at 100% coverage within current psychologist coverage;**
- ii) include occupational therapist coverage within physiotherapist coverage;**
- iii) increase orthodontic coverage to \$2500/child – lifetime;**
- iv) add coverage of dental implants under major restorative subject to a maximum cost of a bridge replacement;**
- v) Synvisc/Durolane (members only) \$400/ year;**
- vi) HPV Vaccination;**
- vii) add reflexology to professional services \$400/ year; and**
- viii) add audiology professional service \$400/ year.**

Effective September 1, 2010:

- i) Laser eye survey \$2,000/ lifetime.**

12. Benefit Premiums

Effective the month following ratification, E.T.F.O. members participating in the Board's benefit plan will have a premium holiday (will not be deducted their portion of the benefit premiums) for the period May 1, 2009 to January 31, 2010.

13. Benefits

It is understood by the Parties that a teacher who reaches the age of 65 years, shall remain eligible to participate in the Extended Health, Dental and Life Insurance Benefits that were in place prior to the teacher reaching age 65 as long as the teacher is working for the Waterloo Region District School Board as per the benefits booklet.

Extended Health benefits shall be coordinated with the Ontario Drug Benefits Plan.

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