



**COLLECTIVE AGREEMENT
BETWEEN
THE LIMESTONE DISTRICT SCHOOL BOARD
AND
THE ELEMENTARY TEACHERS FEDERATION OF ONTARIO,
LIMESTONE LOCAL**

September 1, 2004 – August 31, 2008

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PURPOSE

It is the intent and purpose of the parties to maintain a harmonious relationship between the Board and each member of the Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

The purpose of this agreement is to establish mutually satisfactory arrangements between the Board and the Union; to provide a mechanism for the prompt and equitable disposition of grievances; and to establish and maintain satisfactory conditions of work and salary for all teachers who are subject to the provisions of this agreement.

ARTICLE I RECOGNITION, SCOPE AND INTERPRETATION

- 1.1.1 The Limestone District School Board (hereinafter referred to as the Board) recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as the Union) as the bargaining agent for all elementary teachers, other than occasional teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time.
- 1.1.2 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union. Teacher bears the same meaning as the 'Part X.1 teacher' as defined in the Education Act, as amended. For clarification, a person once appointed as a principal or vice-principal is excluded from the bargaining unit even if such a principal or vice-principal is reassigned from time to time to perform duties in Board offices.
- 1.2 The Union recognizes the committee designated by the Board as the Negotiating Committee of the Board for the purpose of this Agreement.
- 1.3 Except where otherwise stated, the terms employed herein shall have the same meaning as defined by or used in The Education Act, as amended, and the Regulations thereunder. The Board and the Union agree to abide by the Education Act, as amended and Regulations thereunder.
- 1.4 The Board and the Union agree to abide by the relevant sections and regulations of the Education Act, the Employment Standards Act, the Ontario Occupational Health and Safety Act, the Ontario Human Rights Code, Ontario Labour Relations Act, Freedom of Information Act, Protection and Privacy Act and all other prevailing statutes governing education and employment in Ontario.
- 1.5.1 A 'permanent' teacher shall be defined as a teacher who has completed the probationary period.
- 1.5.2 'Occasional Teacher' bears the same meaning as that given to 'occasional teacher' by the Education Act, as amended.

Probationary Period

- 1.6 A teacher newly hired by the Board shall serve a probationary period of one school year or equivalent of active teaching service. Confirmation of the completion of the probationary period shall be sent in writing to the Teacher with a copy to the Union.

Resignation

- 1.7 A teacher may resign:
- a) At any time by written mutual consent of the teacher and the Board;
 - b) Effective December 31st or June 30th by when the teacher gives written notice at least thirty days preceding the date of resignation.

Union Dues

- 1.8 The Board agrees to deduct from the salary of each teacher the amount of regular Union dues uniformly and regularly levied in respect of each Teacher in accordance with the bylaws of the Union and remit to the Union forthwith. Further, the Board agrees to deduct annually, from the pay of each active teacher, fees for membership in the Ontario College of Teachers and to remit such deductions to the Ontario College of Teachers. It is understood that for teachers not actively at work on the pay date that deductions are made, it is the responsibility of the teacher to remit fees to the Ontario College of Teachers.

The Union agrees to indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions made from a teacher's pay as provided herein.

ARTICLE II DURATION OF AGREEMENT AND CONDITIONS OF AMENDMENT

- 2.1.1 This agreement will be in effect from September 1, 2004, until August 31, 2008 and shall continue in force from year to year thereafter unless either party gives written notice to the other within ninety (90) days prior to the expiration date.
- 2.1.2 Amendments to the agreement defined herein shall be made only by mutual consent of the parties to this agreement.
- 2.1.3 It is understood and agreed that there will be no strike or lockout during the term of this Agreement or of any extension of this Agreement. Lockout and strike shall be as defined in the Ontario Labour Relations Act.
- 2.1.4 The Union shall assume the responsibility for printing of the collective agreement and the distribution of copies to ETFO members. The cost of

printing the collective agreement shall be shared equally between the Board and the Union.

ARTICLE III MANAGEMENT RIGHTS

- 3.1 In accordance with, and in addition to the powers granted and duties specified under the Education Act, as amended, and the Regulations made thereunder, it is the exclusive right of the Board to hire, direct, demote, promote, transfer, suspend, discipline and discharge any teacher.

ARTICLE IV JUST CAUSE

- 4.1 No teacher shall be disciplined or discharged without just cause, or demoted or suspended for disciplinary reasons without just cause. Such cause shall be provided to the teacher in writing within five (5) calendar days of any such action taken or to be taken by the Board. Wherever possible, there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present at the meeting.

ARTICLE V TEACHER BOARD RELATIONS COMMITTEE

- 5.1.1 A Teacher/Board Relations Committee shall be established. The purpose of the committee shall be to discuss matters which impact on the teachers and the Board through a process of mutual problem solving. The Committee shall be responsible for reviewing such matters as are referred to it by the Board or the Union and shall make such recommendations to the Board and the Union as it deems appropriate.
- 5.1.2 The Teacher/Board Relations Committee shall be made up of equal representation appointed by the Board and the Union and include at least one member from each of the negotiating teams.
- 5.1.3 The Committee shall meet once a term or as needed.
- 5.1.4 The Committee shall have no power to effect changes in the existing Collective Agreement unless otherwise approved by the Board and the Union.

Union Consultation Regarding Major Changes to Schools

- 5.2 The Board agrees to consult with the local Union, through the Teacher Board Relations Committee established in Article V, on:
- i) School openings and closings;
 - ii) Changes in grade ranges of schools; and,

- iii) Program cancellation or introduction.

ARTICLE VI NO DISCRIMINATION

- 6.1 The Board and the Union shall not discriminate against employees with respect to terms and conditions of employment on the grounds of race, sex, colour, ancestry, place of origin, ethnic origin, marital status, same sex partner status, sexual orientation, age, disability, citizenship, family status, or religion as defined in the Ontario Human Rights Code.

There shall be no discrimination or harassment practiced by reason of an employee's membership or activity in the Union.

ARTICLE VII HARASSMENT IN THE WORKPLACE

- 7.1 The Board will adhere to its "Harassment in the Workplace" Policy, Limestone District School Board Policy HR-11, as amended.

Amendments will be adopted by the Board only after appropriate consultation with the Union.

ARTICLE VIII RESOLUTION OF DISPUTES

- 8.1 The parties recognize the importance of ongoing communication and informal discussion in the resolution of disputes. If a complaint cannot be resolved through informal discussion at the school level or through the Teacher-Board Relations Committee, either party may lodge a grievance as provided herein.

Grievance/Arbitration Procedures

Definition of Grievance

- 8.2 A grievance shall be defined as any question, dispute, or difference of opinion involving interpretation, application, administration or alleged violation of any term, provision or condition of this collective agreement, including the question of whether a matter is arbitrable.
- 8.3 The parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations, at any stage of the grievance-arbitration procedure.

STEP 1

- 8.4 The Union may submit a grievance, in writing, setting out the facts of the grievance together with the provisions of the agreement claimed to have been violated, to the appropriate Superintendent or designate within twenty (20)

school days of the event which gave rise to the grievance, or within twenty (20) school days of the date the grievor(s) should have been aware of the event or the relevant facts. Within ten (10) school days of receipt of the grievance a meeting will be held with the Union and the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

STEP 2

8.5 If settlement is not reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within five (5) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the grievor from the Director of Education or designate within five (5) school days of the meeting.

Policy Grievance

8.6 The Union and the board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education within twenty (20) school days of the incident giving rise to the grievance.

STEP 3

8.7.1 Failing settlement at STEP 2, the grievor(s) may, within fifteen (15) school days of receipt of the written decision provided therein give the other party written notice of his/her or their desire to submit the grievance to final, binding arbitration.

8.7.2 The notice shall contain the name of the first party's appointee to the arbitration board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of his/her or their appointee to the arbitration board. The two (2) appointees so selected shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a chair within the time limit, either party may request the Minister of Labour for Ontario to make the required appointment. The arbitration board shall hear and determine the grievance and shall issue a decision and the decision shall be final and binding upon the parties. The decision of the majority shall be the decision of the arbitration board, but if there is no majority, the decision of the chair shall be the decision of the arbitration board.

8.7.3 Notwithstanding any other provisions in this Article, the parties may by mutual agreement use a Single Arbitrator. The selection of any specific Arbitrator shall

be by mutual agreement with the understanding that the person would be available within sixty (60) days of request in order to establish a hearing date.

8.7.4 The arbitration board shall not make any decision, which is inconsistent with any Statute, or any Regulation thereunder, or the provisions of this collective agreement, nor which serves to alter, modify or amend any part of this collective agreement.

8.7.5 In the event that either party makes an application for expedited arbitration under the Ontario Labour Relations Act, the application and its timing must be in compliance with Section 49 of the Ontario Labour Relations Act, as amended.

Cost of Arbitration

8.8 Each of the parties shall bear the expenses of its own appointee to the arbitration board and one-half (½) the expenses of the chair of the arbitration board. The parties shall pay their own expenses of appearing at the hearings of the arbitration board.

8.9 Throughout all stages of the grievance procedure the parties may have the assistance of teachers and other staff members who may be required to furnish information which may be helpful toward resolution of the dispute. Each party will bear the costs for any persons called by them, and all reasonable arrangements will be made for such person to attend.

Time Limits

8.10.1 All time limits fixed herein for the grievance procedures may be extended only upon the written consent of the parties.

8.10.2 One or more steps in the grievance procedures may be omitted by the written consent of the parties, in respect of the processing of a particular grievance.

8.10.3 If at any stage of the grievance-arbitration procedure a grievance is not processed within the time limit fixed herein (or such extension of time limit as may have been confirmed by the written consent of the parties), the grievance shall be deemed to have been abandoned by the Union or if the Board has failed to reply the grievance may be moved to the next step.

Grievance Mediation

8.11 Nothing in this Article precludes the parties from mutually agreeing to grievance-mediation during any stage of the grievance procedure. The agreement shall be in writing and stipulate the name of the mediator and the time line for grievance-mediation to occur.

ARTICLE IX PERSONNEL FILES

- 9.1 There shall be only one official recognized personnel file, which shall be that maintained at the Board Office.
- 9.2.1 Upon written request to the Superintendent of Human Resources or designate, a teacher shall be given an opportunity to review his/her personnel file at a mutually agreeable time in the presence of the Superintendent of Human Resources or designate, at the Board office.
- 9.2.2 A Teacher shall be entitled upon request to copies of any materials contained in the Teacher's personnel file.
- 9.2.3 Any letter of reprimand, suspension or other sanction shall be removed from the personnel file, at the written request of the Teacher, three years following the receipt of such a letter, suspension or other sanction provided that the Teacher's record/file has been clear of any disciplinary letter for the past three years. Any such letter of reprimand, suspension or other sanction so removed cannot be used in any subsequent proceedings.
- 9.2.4 The aforementioned three year sunset clause shall not apply in circumstances wherein a Teacher has received discipline relating to verbal, physical, emotional or psychological harm or where safety in the workplace may be jeopardized. Such disciplinary record(s) shall remain on the Teacher's personnel file.

Notwithstanding the aforementioned, a teacher may apply in writing to request the removal of such record(s) after three years have elapsed.

ARTICLE X TEACHER PERFORMANCE APPRAISAL

- 10.1 The Board will consult with the local Union prior to making modifications to the Board's policies and procedures regarding Teacher Performance Appraisals. A Teacher performance appraisal shall be conducted in accordance with Board policy.
- 10.2 Issues arising from the implementation of the Teacher Performance Appraisal shall be referred to the Teacher - Board Relations Committee for discussion.
- 10.3 The Board will notify the local Union when a Teacher receives an unsatisfactory rating.
- 10.4.1 The results of EQAO or other provincially-mandated grade tests shall not be referenced in the teacher performance appraisal report.
- 10.4.2 The Union may grieve the discharge of a teacher discharged pursuant to the provisions of Part X.2 of the Education Act and in accordance with Article VIII of the Collective Agreement.

ARTICLE XI CATEGORY PLACEMENT

- 11.1.1 Effective September 1, 2000, the placement of teachers in their respective groups shall be determined in accordance with the QECO Evaluation Program 5. These evaluation statements are the only statements acceptable for the verification of placement.
- 11.1.2 Each teacher newly hired and any teacher seeking a category change shall obtain a statement of category placement from the Qualifications Evaluation Council of Ontario. This statement shall clearly indicate the Q.E.C.O. program used to provide the evaluation.
- 11.1.3 A newly hired teacher shall be placed in Category A pending receipt of the statement of category placement from Q.E.C.O. Upon receipt of the statement of category placement, the salary of this teacher shall be adjusted retroactively to reflect proper category placement from time of hire, or five months prior to the date of receipt, whichever is later.
- 11.2.1 Changes in qualifications which result in a teacher being placed in a higher category shall be effective September 1st, provided the course of study is completed prior to September 1st, and provided the examination(s) are passed and the Superintendent of Human Resources receives a written notification from Q.E.C.O. on or before December 31st of the current year.

When such evidence is submitted later than December 31st, adjustment shall be made as of the date such evidence is received by the Superintendent of Human Resources.

- 11.2.2 Changes in qualification which result in a teacher being placed in a higher category shall be effective on January 1, provided the course of study is completed between September 1 and December 31st of the preceding year and the Superintendent of Human Resources receives a written notification from Q.E.C.O. on or before April 30th of the current year.

When such evidence is submitted later than April 30, adjustment shall be made as of the date such evidence is received by the Superintendent of Human Resources.

- 11.2.3 Changes in qualifications which result in a teacher being placed in a higher category for courses completed between January 1st and June 30th shall be effective from the first day of the month following the completion of the course provided the Superintendent of Human Resources receives written documentation regarding the date of course completion as well as written notification from QECO on or before August 31st of the current year. When such evidence is submitted later than August 31st, the salary adjustment shall be made in accordance with Article 11.2.1.

11.2.4 In any case where a teacher through no personal fault cannot provide the Superintendent of Human Resources with acceptable proof before the above mentioned dates of December 31 or April 30 respectively, the retroactive adjustment shall be protected provided the teacher notifies the Superintendent of Human Resources of the new qualifications and provides evidence of reasonable written attempts to obtain the necessary certification documentation to establish the new category, to the Superintendent of Human Resources before December 31 or April 30 respectively. Such salary adjustment shall be withheld until acceptable proof is furnished to the Superintendent of Human Resources by the teacher; and in no case shall this adjustment be protected beyond August 31.

ARTICLE XII IMPLEMENTATION OF SALARY CATEGORY AND PAYMENT

12.1 No teacher shall be paid a salary or allowance other than that being paid to an incumbent member of staff having the same qualifications as defined in 11.1.1, and having the same agreed experience and responsibility.

12.2 Upon appointment within the category maximum, allowances will be made for each full year's teaching experience. Allowances for experience will be as follows:

- i) For teaching experience, other than casual occasional teaching experience, in elementary or secondary schools, in a provincial, publicly funded, English-speaking education system - 100%, all to be agreed within five (5) months of date of hire;
- ii) Teaching experience in a College or University in Ontario, any other English-speaking publicly funded system, or private school system, or in the case of a non-English speaking system where a teacher can demonstrate fluency in English, shall be credited at the rate of two years of related experience being equal to one year of teaching experience up to the maximum of the category, to be agreed within five (5) months of date of hire.
- iii) Any salary or allowance agreed upon between the Board and any teacher covered by this Collective Agreement shall be a salary or an allowance provided for in this Agreement.

12.3.1 When a teacher is hired and is not at maximum of a category, the teacher will be given full recognition for years of teaching experience, expressed to the nearest hundredth. For teachers who have worked part-time assignments, years of experience will be calculated on the basis of a ten month school year, adjusted to the nearest month.

Eg. Four (4) months of school year X 0.5 assignment = two (2) months teaching experience

12.3.2 Where the calculation of teaching experience results in partial years and for the purposes of grid placement, fractional years of .5 or greater shall be rounded up to the nearest year and fractional years of less than .5 shall be rounded down to the nearest year.

12.4 In the event that the Board creates a new teaching position to which the terms and conditions of this Collective Agreement shall apply, the Board shall notify the negotiating committee of the bargaining unit. The negotiating committee of the Board, along with the negotiating committee of the bargaining unit, shall negotiate and reach an agreement on the total salary before the appointment is made. When the total salary has been agreed upon, this Collective Agreement shall be accordingly amended in writing.

12.5.1 A teacher shall have his or her salary determined by the following formula:

$$\frac{\text{The number of school days taught by the Teacher}}{\text{The number of school days in the school year}} \times \text{The full-time salary for that teacher in that school year}$$

12.5.2 All calculations of payment for a teacher will be on the basis of the school year as designated in regulation by the Minister of Education and Training and adopted by the Board.

12.5.3 Teachers shall be paid their annual salary entitlement in twenty-six (26), or twenty-seven (27) as the case may be, equal bi-weekly installments between September 1 and August 31 of the school year.

12.5.4 A part-time teacher shall be paid at a rate of salary for his/her category and appropriate allowances prorated in the same ratio as the part-time employment bears to full-time employment.

12.5.5 In the event that a teacher retires to pension, any unpaid salary balance owing the teacher is payable on or before the last teaching day of June or at the time of leaving the employ of the Board, whichever is earlier.

12.6.1 The salary for a teacher entitled to a responsibility allowance shall be the annual salary rate in accordance with the appropriate basic salary schedule, plus an additional amount in accordance with the allowance for the position of responsibility.

12.6.2 When a teacher has been appointed by the Board to a position of responsibility on a temporary basis and continues for longer than one month, the teacher shall be paid the appropriate responsibility allowance retroactive to the date of commencement.

ARTICLE XIII WORKING CONDITIONS

School Year

- 13.1 The length of the school year shall be the minimum number of days that are required in the Education Act, as amended. The Teacher shall not be required to work any days preceding the official start of the school year for students.

Noon Recess

- 13.2 Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes free from supervisory, teaching or other duties, scheduled during the lunch interval for students.

Issues arising due to teachers having assignments in more than one school may be referred to the Teacher Board Relations Committee.

Class Size

- 13.3.1 The Board will ensure that the Board-wide average class size in the aggregate will not exceed the number of pupils as calculated on October 31 in accordance with the Education Act, as amended, and the regulations thereunder. The Board will ensure that the Board-wide average class size in the aggregate in the primary division will not exceed the number of pupils as calculated on October 31 in accordance with the Education Act, as amended and the regulations thereunder.

- 13.3.2 The following class loadings will be used as a guideline:

<u>Class</u>	<u>Size</u>
Kindergarten:	22
K/Grade 1:	22
Grade 1, 2:	23
Grade 3:	25
Grade 4, 5, 6:	27
Grade 7, 8:	28

- 13.3.3 Where the principal and staffing committee is unable to implement the average class size regulation, they shall refer the problem to the Joint Elementary Staffing Review Committee and the Superintendent of Human Resources Services.

13.3.4 The Superintendent of Human Resources Services may:

- a) Implement alternative organizational patterns to meet the average class size regulation and explain to the staff the rationale for the decision, or
- b) Recommend additional staff to alleviate the problem.

13.3.5 Every effort will be made by the Board to reorganize schools, when necessary, as early as possible but no later than the third Monday in September or at a natural school break or when a vacancy occurs, following the October 31 reporting of enrolment data for the Ministry of Education and Training.

Staff for School to Community Programs

13.4.1 The Board will ensure a maximum average class size of 10 students in School to Community programs.

13.4.2 A School to Community teacher may be redeployed during the school year to respond to changes in enrolment of School to Community pupils.

Student Support Teachers

13.5 Student support teachers will be provided to the system to assist in programming and student support. A minimum of fifty percent (50%) of SST time will be used for direct student instruction.

Instructional Day

13.6 The Instructional Day shall be a maximum of three hundred (300) instructional minutes commencing with the start of opening exercises or the commencement of classes, whichever occurs earlier, and ending with the students' dismissal from school for the day, exclusive of recess, lunch and/or nutrition breaks.

Teacher Preparation Time

13.7.1 Preparation time shall be used for professional activities as determined by the teacher and shall be scheduled exclusive of morning and afternoon recesses, and the lunch interval within the instructional day as defined in 13.6

13.7.2 For the year commencing September 1, 2004 and ending August 31, 2005 all existing provisions and practices respecting preparation time will remain in effect.

13.7.3 In each of the 2004-2005, 2005-2006, 2006-2007, and 2007-2008 school years, each teacher shall have the use of one (1) P.A. Day, designated as an in-school preparation day for the purpose of reporting. When 200 minutes of preparation time have been implemented for each teacher, the professional

activity day previously designated for teacher preparation will no longer be used for such purpose.

- 13.7.4 Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- 13.7.5 In addition to any preparation time provided during the professional activity day in Article 13.7.3, or otherwise provided, the Board shall ensure the following:
- a) Effective September 1, 2005 each teacher will receive a minimum of 160 minutes of preparation time during the Instructional Day as defined in 13.6, free from classroom instruction and supervision duties, within each period of five instructional days.
 - b) Effective September 1, 2006 each teacher will receive a minimum of 180 minutes of preparation time during the Instructional Day as defined in 13.6, time free from classroom instruction and supervision duties, within each period of five instructional days.
 - c) Effective September 1, 2007 each teacher will receive a minimum of 190 minutes of preparation time during the Instructional Day as defined in 13.6, time free from classroom instruction and supervision duties, within each period of five instructional days.
 - d) Effective June 30, 2008, each teacher will receive 200 minutes of preparation time during the Instructional Day as defined in 13.6, time free from classroom instruction and supervision duties, within each period of five instructional days.
- 13.7.6 Notwithstanding the foregoing, existing provisions or practices respecting preparation time as of March 1, 2005, which provide superior benefits to the provisions set out above shall be maintained at the respective local school level.
- 13.7.7 Every reasonable effort shall be made to assign preparation time in periods of not less than thirty (30) minutes; but in any event, in periods of not less than twenty (20) minutes.

Issues arising around the allocation of preparation time shall be referred to the Teacher/Board Relations Committee.

- 13.7.8 No teacher shall suffer a reduction of his/her weekly preparation time as a result of duties connected with the administration of, and preparation for, or support for, EQAO or other provincially-mandated grade tests.

Further to the above, no teacher shall suffer a reduction of his/her weekly preparation time as a result of duties connected with the administration of Board initiated grade tests.

Supervision Duties

- 13.8.1 Supervision Duty shall be defined as the time a teacher is assigned to supervise students outside the 300 minute Instructional Day as defined in 13.6. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional day as defined in Article 13.6.
- 13.8.2 For clarification, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty, and any other assigned duties specifically related to supervision, undertaken before the beginning of opening exercises in the morning or before the commencement of classes following the lunch interval, during recesses or after the Instructional Day as defined in 13.6.
- 13.8.3 Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- 13.8.4 In the event that there are fewer than five instructional days in a week, the amount of required supervision time shall be adjusted accordingly.
- 13.8.5 Provided that these limits can be achieved without incurring any additional cost to the Board or Government, and provided that students' safety is protected, the Board shall implement the following provisions respecting supervision schedules:
- a) No teacher shall be required to perform supervision duties in excess of the amount of supervision duties assigned in his/her school as of March 1, 2005 unless the teacher's assignment or worksite is modified or changed. In the event of such modification or change, the teacher's supervision time shall be equal to the supervision time required of other teachers in the same school who perform equivalent assignments.
 - b) Effective September 1, 2005, the Board shall make every reasonable effort to ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five day instructional week.
 - c) Effective September 1, 2006, the Board shall ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five day instructional week.
 - d) In addition to the above, effective September 1, 2006, the Board shall make every reasonable effort to reduce the amount of supervision time each teacher is required to perform to a maximum of 80 minutes in a five day instructional week.
- 13.8.6 The Board and the Union shall establish within 7 days of the ratification of this agreement a Joint Supervision Committee made up of two representatives of the Union and two representatives of the School Board. In addition, each school shall establish, within 7 days of the ratification of this agreement, a local

School Supervision Committee composed of the Principal, Vice-Principal where such position exists, or a designate as selected by the Principal, the Steward, and one teacher from each school division as selected by the teachers.

- 13.8.7 The Joint Supervision Committee will, no later than June 1st, develop supervision guidelines for schools to implement for the following September.

By June 15th of each year, each School Supervision Committee shall develop and submit a proposed supervision schedule, based on the supervision guidelines, for the following school year and submit to the Joint Supervision Committee. By September 30th each School Supervision Committee shall submit any revisions to the Joint Supervision Committee.

- 13.8.8 If the School Supervision Committee cannot agree on a supervision schedule or if there is a dispute with respect to the supervision schedule at the school level, the Joint Supervision Committee shall develop an alternative supervision schedule which is consistent with the provisions of this agreement.

In the event that the Joint Supervision Committee is unable to agree on such model prior to June 30th and/or September 30th, in the case of the revised schedule, of the relevant school year, the differences between the parties shall forthwith be forwarded to the Provincial Stability Commission for a final and binding decision.

Travel Time

- 13.9 A teacher assigned to teach in more than one school on a daily basis shall receive the negotiated lunch time, and planning time on a basis pro-rated to the teacher's teaching time, in addition to appropriate travel time between schools.

Teacher Absence

- 13.10.1 The Board shall make every effort to ensure that a teacher's absence due to illness, mandated professional development, or approved leave under Article XVII, shall be covered by a qualified occasional teacher.
- 13.10.2 Where no such qualified occasional teacher is available, the teacher's absence may be covered by a person designated under Regulation 298, Section 21 of the Education Act, providing such person is able to provide a current, acceptable CPIC.
- 13.10.3 Where after every reasonable attempt has been made to secure such persons has failed, or for absences other than those stipulated in (i) above, classes may be covered internally, where possible by those without full-time classroom responsibilities.

Extra Curricular Activities

- 13.11 Extra curricular activities are voluntary and the Board agrees not to assign such activities to any teacher.

ARTICLE XIV MEDICAL PROCEDURES

- 14.1.1 No Union member will be required to carry out any medical/physical procedures.
- 14.1.2 The Board recognizes the right of any Union member to refuse to be assigned to administer medication or perform any medical/physical procedures.
- 14.1.3 In the event of a medical emergency, a Union member may perform such procedures as are necessary to the safety and well-being of the child.
- 14.1.4 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

ARTICLE XV UNION LEAVE

- 15.1.1 Upon notification to the Board by the President of the bargaining unit, a member or members designated by the Union shall be released from teaching duties for the conducting of Union business. Such leaves shall be with full pay, employee benefits (including superannuation), seniority and teaching experience. Further, such leave shall be without deduction from cumulative sick leave. In all respects, the designated member or members will remain a teacher with the Board.
- 15.1.2 Reasonable notice will be given by the President of the bargaining unit to the Board concerning the intention to designate members for Union leave.
- Reasonable notice will be given by the member of the Bargaining Unit to their school principal concerning their intention to be absent from their duties as a teacher for short term Union leave.
- 15.1.3 The bargaining unit shall reimburse the Board for the costs of the replacement teachers arising from such leaves. Reimbursement for long term Union leave shall be for the cost of teachers at Category A3 – Year 0.
- 15.1.4 The total short term leave available to the bargaining unit shall not exceed the number of instructional days allotted by the Minister of Education and Training for the current school year.
- 15.1.5 Upon return of the teacher to normal teaching duties, the Board will, where the leave has not exceeded one year, restore that teacher to the teacher's former

position in the teacher's former school. In the event the leave exceeds one year, the Board will endeavour to return the teacher to the teacher's former position in the teacher's former school. It is understood that the Board's inability to do so in the latter case shall not be in violation of this Agreement.

- 15.1.6 The Board agrees to provide the Union with the use of Board facilities for meetings and Professional Development functions, subject to availability. The Union will pay any direct costs incurred by the Board associated with the use of such facilities.
- 15.1.7 The Board shall pay the proceeds due the Teachers under the Employment Insurance Act (Wage Loss Replacement Plan), to the local Union.

ARTICLE XVI PREGNANCY AND PARENTAL LEAVE

16.1 Pregnancy and parental leave shall be granted in accordance with the Ontario Employment Standards Act, as amended.

16.2.1 A teacher going on Pregnancy Leave may request sick leave for up to the first thirty (30) days from the date of delivery if such teacher has at least thirty (30) days of accumulated sick leave to her credit. Should a delivery or pregnancy related medical issue develop during that specified period of time, the teacher may be eligible for further uninterrupted sick leave provided acceptable medical evidence is supplied by an accredited medical authority. It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave.

Sick leave benefits shall not be accessed by the teacher if the days fall outside the working period for teachers (i.e. December break, mid-winter break, summer break).

16.2.2 Notwithstanding the above, for pregnancy leave only, and in lieu of the option to access sick leave for the presumptive period of recovery, a teacher who is eligible for E.I. benefits may opt for a pregnancy leave SEB top up. This top up shall be as defined in Article 16.5.4(a).

16.2.3 It is understood by both parties to this agreement that the pregnancy leave SEB top-up set out herein is based upon and is subject to Employment Insurance Regulations and procedures.

16.2.4 The pregnancy leave top-up shall provide for the difference between what a teacher received from E.I. and her weekly teaching wage for a maximum of the six week presumptive period of recovery.

16.2.5 To access pregnancy leave SEB top-up, a request shall be made in writing to the Superintendent of Human Resources at least two weeks in advance of the anticipated date of birth. To receive pay, the Teacher must also provide the

Board with verification of the approved E.I. claim indicating the amount of E.I. paid to the Teacher, and an indication of the dates that the waiting period was served. This pregnancy leave SEB top-up will be payable only for those days during the six week period which fall on regular school days.

- 16.2.6 It is understood that should a Teacher elect the option of SEB top-up rather than access to accumulated sick leave, that there shall be no deduction of sick leave for the period.
- 16.2.7 This article does not limit a teacher's entitlement to sick leave prior to the commencement of Pregnancy Leave.
- 16.3 The Board shall not terminate the employment of or lay off a teacher who is entitled to pregnancy leave under the Employment Standards Act, as amended.
- 16.4.1 A teacher who is pregnant and who has been employed by the Board for a period of at least thirteen (13) weeks immediately preceding the estimated day of her delivery, shall be entitled upon her application therefore to a leave of absence of the maximum number of weeks available in accordance with the Ontario Employment Standards Act, as amended or such shorter leave as the teacher requests.
- 16.4.2 Notwithstanding Article 16.4.1 and subject to Article 16.4.5, where the actual date of her delivery is later than the estimated day of her delivery, the leave of absence shall not end before the expiration of six weeks following the actual date of her delivery.
- 16.4.3 The teacher shall give the Board two (2) weeks' notice in writing of the day upon which she intends to commence her leave of absence and furnish the Board with the certificate of a legally qualified medical practitioner stating that she is pregnant and giving the estimated day upon which delivery will occur in his/her opinion.
- 16.4.4 Subject to Article 16.4.5, a teacher may, with the consent of the Board, shorten the duration of the leave of absence requested under Article 16.4.1.
- 16.4.5 A teacher may terminate a pregnancy leave and return to work upon providing the Board with four (4) week's written notice of her intention to do so and furnishing the Board with the certificate of a legally qualified medical practitioner stating that she is able to resume her work.
- 16.4.6 A teacher who intends to resume her employment on the expiration of a leave of absence shall so advise the Superintendent of Human Resources Services in writing and on her return to work the Board shall reinstate the employee to her position or provide her with alternative work of a comparable nature at not less than her wages at the time her leave of absence began and without loss of seniority or benefits accrued to the commencement of the teacher's leave of absence.

16.4.7 Notwithstanding Article 16.4.6, it is understood that a teacher on pregnancy/parental leave or extended pregnancy/parental leave shall be subject to the surplus and redundancy provisions as set out in Article XXIII.

16.5.1 Further to the provision in the Ontario Employment Standards Act, as amended, the teacher may take extended pregnancy/parental leave, which shall not be longer than three full academic years including the academic year in which the birth or adoption occurs, and accumulate seniority for the period of the extended leave.

The date of return from such leave shall be September 1, January 1, the first day following March Break or an acceptable date determined at the discretion of the Board.

16.5.2 After the completion of this extended pregnancy/parental leave, the teacher shall be assured of a teaching position with the Board, with every effort being made to ensure that the teaching position is comparable to the position previously held at the time the leave commenced. The teacher will provide, prior to March 1, confirmation of the teacher's intention to return in September of the same year or for the second semester in the subsequent year.

16.5.3 A teacher on pregnancy/parental leave as defined under the Ontario Employment Standards Act, as amended, or adoption leave as defined in this Agreement shall continue to be entitled to all rights, benefits, and privileges which the teacher would have received had the teacher been in active employment, including but not limited to:

- a) Pregnancy/parental leave with Supplemental Employment Benefits and allowances up to seventeen (17) weeks of pregnancy leave, or up to thirty five (35) weeks parental leave if the teacher fulfils the following requirements:
 - i) Submits with the application a medical certificate certifying that she is pregnant and the expected date of the birth of the child (as per the Ontario Employment Standards Act, as amended); or, in the case of adoption, submits proof of receiving the child; or in the case of parental leave, submits an application for child care leave, with two (2) weeks' notice, (subject to the Ontario Employment Standards Act) shall not be unreasonably denied.
 - ii) Supplies the Board with proof that the teacher has applied for and is in receipt of Employment Insurance Benefits in accordance with the Employment Insurance Act.
 - iii) Signs an agreement with the Board stating that the teacher will return to work and remain in the service of the Board for a period of at least four school months after the return to work; and that the teacher will

return to work on the date of expiry of the pregnancy/parental leave, unless the date is modified with the consent of the Board or unless the teacher is thereupon entitled to another leave provided for in this Agreement.

Should the teacher fail to make him/herself available to return to work, the teacher recognizes indebtedness to the Board for the amount received as pregnancy/parental leave supplemental benefit. If it is mutually agreed upon by the Board and the teacher that the teacher leaves the employ of the Board, then all monies paid as Supplemental Employment Benefit may be retained by the teacher without repayment.

- iv) It is understood that Supplemental Employment Benefits shall be applicable to both pregnancy and parental leave but shall not exceed a total of 17 weeks arising out of a pregnancy or an adoption.
- b) Accumulation of credit for sick leave seniority, and teaching experience. Teaching experience shall only be granted for the seventeen (17) week period of pregnancy leave, and the thirty five (35) weeks of parental leave.
- c) All employee benefits as subscribed to by the teacher prior to commencing the leave.
- d) If the Board requests a teacher to take more than seventeen (17) consecutive weeks of pregnancy leave, and/or thirty five (35) weeks of parental leave, the Board shall do so in writing, and if the teacher agrees, the teacher shall receive salaries, allowances, benefits, seniority accumulation and sick leave credits for the period of such extension.
- e) A teacher does not have any vested right to Supplemental Employment Benefits except for supplementation of E.I. benefits during the unemployment period specified in this article.
- f) Payments such as guaranteed annual remuneration, deferred remuneration or severance pay are not reduced or increased by payments received under this article.

16.5.4 Payments made during the pregnancy/parental leave according to the Supplemental Employment Benefit Plan shall be as follows:

- a) For the six week period immediately following the birth of the child, and in accordance with Article 16.2, the Board shall pay a top up as supplement to the teacher's Employment Insurance Pregnancy benefit. The amount of the supplement shall be equal to the difference between the teacher's weekly teaching wage and what the teacher received from Employment Insurance in accordance with the provisions of Article 16.2.

- b) For the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur immediately before or immediately after the birth of the child, the Board shall pay top-up benefits as supplement to the Teacher's weekly employment insurance benefits and sixty (60%) of the weekly teaching wage, calculated as 1/40 of the teacher's annual salary, with no deduction from sick leave.
- c) Where a teacher becomes eligible for an annual increment during the period of pregnancy/parental leave, payments under 16.5.4(a) and 16.5.4(b) above shall be adjusted accordingly.

16.5.5 Upon receipt by the Board of proof of receipt of E.I. benefits, the teacher is entitled to be paid according to the following formula:

$$\frac{\text{Number of school days taught by the Teacher in current school year}}{\text{The number of school days in the current school year}} \times \text{Teacher's Salary} = \text{Pay}$$

16.6 Nothing in this article shall preclude a teacher from using accumulated sick leave, as outlined in Article XXII before the commencement of her pregnancy leave.

Adoption Leave

16.7.1 Parental leave shall be available to a teacher who adopts a child, with the terms of Pregnancy/Parental Leave applying but in accordance with the following:

- i) Advance notification shall be given to the Board of intent to adopt, on the understanding that it may be necessary for the teacher to commence leave immediately when the child becomes available.
- ii) This leave period shall be for a period of up to two (2) years.
- iii) Leave shall be available to a teacher should his/her presence be required in the home for pre-adoptive purposes.

Paternity Leave

16.8.1 Paternity leave shall be available to teachers

16.8.2 Such leave may be deducted from the teacher's accumulated sick leave or taken without pay, at the teacher's discretion. This leave will be subject to approval by the Superintendent of Human Resources, in consultation with the President of the bargaining unit.

16.8.3 The period of paternity leave shall not exceed ten (10) teaching days during the period defined for parental leave in the Ontario Employment Standards Act, as amended.

16.9 All leaves granted under Article XVI shall be full-time leaves for a full-time teacher or the equivalent for a part-time teacher.

ARTICLE XVII SHORT TERM ABSENCES

Personal Leave

17.1.1 Personal leave may be granted for reasons which are unavoidable or extraordinary to a total of five (5) days per school year. Such leave shall be at the discretion of the Principal in consultation with the appropriate superintendent and the teacher may have recourse to the Superintendent of Human Resources Services. Days for which personal leave are granted are deductible from accumulated sick leave credits. Personal leave is not accumulative.

17.1.2 Late return from and early leave taken before specified holiday periods will be taken as absence without pay and shall be subject to the approval of the designated supervisory officer.

Compassionate Leave

17.2 Notwithstanding the above, Compassionate leave will be granted at the discretion of the principal in consultation with the designated superintendent and such compassionate leave will not be deductible from accumulated sick leave credits.

Inclement Weather

17.3 In the event of extremely severe weather, (e.g. cancellation of bus transportation), when a teacher is late or reports to and attends the closest elementary school or if a public road is not plowed for the day, there shall be no loss of pay for the teacher. Such leave is not deductible from accumulated sick leave.

Quarantine

17.4 Subject to certification by a duly qualified medical practitioner, in any case where, because of exposure to a communicable disease in the course of his/her duties a teacher is quarantined or otherwise prevented by the medical health authorities from attending to his/her duties, leave will be granted not deductible from accumulated sick leave credits.

Family Leave

- 17.5 Family leave, with pay, to a total of an additional five (5) days per school year, may be granted in the case of a serious illness of a parent or guardian (legal or de facto), child, sibling, spouse or person with whom the teacher resides. Such leave may be granted at the discretion of the principal in consultation with the appropriate Superintendent and shall be deductible from accumulated sick leave. Family leave is not accumulative.

Jury Duty

- 17.6 Leave of absence without loss of seniority shall be granted to a teacher, who, by reason of summons to serve as a juror, or a summons to serve as a witness in a court proceeding to which he or she is not a party or one of the persons charged, is absent from duty. The Board shall pay such a teacher the teacher's regular salary provided the teacher presents proof of service to the Board. The teacher shall pay to the Board any fee, exclusive of traveling allowances and living expenses that the teacher receives as a juror or as a witness.

Family Medical Leave

- 17.7.1 Family medical leave may be taken to provide care and support to a specified family member for whom a qualified health practitioner has issued a certificate indicating that the family member has a serious medical condition and that there is a significant risk of death occurring within a period of 26 weeks.
- 17.7.2 For purposes of this leave, a specified family member is deemed to be:
- a) The employee's spouse (including same sex partner)
 - b) A parent, step-parent or foster parent of the employee; or
 - c) A child, step-child or foster child of the employee or the employee's spouse
- 17.8 For Teachers who qualify for Employment Insurance Benefits under Human Resources Development Canada's Compassionate Care Benefits, the Board shall provide a Supplementary Employment Benefits plan which will pay:
- i. 60% of the teachers normal weekly earnings during the mandatory two week waiting period for employment insurance benefits; and
 - ii. 60% thereafter of the teachers normal weekly earnings minus the EI benefits for the number of weeks for which EI compassionate care are payable. The combined weekly level of EI benefits, SEB payments and other earnings shall not exceed 60% of the teacher's normal weekly earnings.

ARTICLE XVIII LEAVE OF ABSENCE WITHOUT PAY

- 18.1.1 At the discretion of the Board, leave of absence without pay may be granted to a teacher for a period of up to one school year with possible annual extension under the conditions set out in the following paragraphs.
- 18.1.2 Normally not more than two such extensions will be granted. Written request for an extension of a leave must be received by April 1, indicating the teacher's intention for the following year.
- 18.2.1 An application for a leave of absence without pay to commence in September must be received by the Superintendent of Human Resources describing the reason for such leave, on or before April 1. Reasons may include professional enrichment, on loan to the D.N.D. or C.U.S.O. for international service, to accept an assignment as an administrator, or for other than professional enrichment.
- 18.2.2 A teacher eligible to apply for a leave of absence without pay shall meet the following criteria:
- i) Hold a teaching certificate;
 - ii) Have a permanent teaching position with the Board;
 - iii) Have at least three years teaching experience with the Board or its predecessor Boards.
- 18.3.1 An unpaid leave of absence may be granted under the following conditions:
- i) Salary increments will not be allowed for the time spent on leave except for a teacher on loan to D.N.D. or C.U.S.O. or an administrative assignment who will be eligible, on his or her return, for any salary revision to which he or she would have been entitled had he or she not been on leave.
 - ii) Salary will not be paid during this leave of absence, except for a teacher on loan to D.N.D. or C.U.S.O.
 - iii) Provided the teacher undertakes to reimburse the Board for the total premiums, the Board will pay 100% of the required contributions to maintain benefits. This provision will not apply to teachers on administrative leave, or on loan to C.U.S.O or D.N.D who are provided benefits under the appropriate leave or loan provisions or are maintained in the Board's benefit plans for which they are normally eligible.
 - iv) The teacher shall retain a position with the Board although the position may not be the position the teacher held before commencement of the leave except in the case of short term special assignments.

- v) In the case of short term special assignments, the Board shall place that teacher in his/her former position in his/her former school at the conclusion of the assignment.
- 18.3.2 A teacher granted such a leave of absence shall be credited with seniority comparable to the length of the leave.
- 18.3.3 A teacher granted such a leave of absence shall advise the Board of his/her intentions for the following September by April 1.
- 18.4 A teacher who wishes to bridge the period between the normal June 30th or December 31st retirement dates and the teacher's retirement date, may request a leave of absence for that period.
- 18.5 All teachers returning from leave without pay shall be re-enrolled in the benefit plans enrolled prior to the leave of absence, subject to the conditions of the carrier.

ARTICLE XIX REDUCED TEACHING LOAD

- 19.1 Any teacher wishing a reduced teaching load in a subsequent school year, should normally submit a request to that effect to the Superintendent of Human Resources not later than April 1 prior to the school year for which the change is requested. Requests received at other times will be considered when circumstances warrant. All requests should be supported by a statement covering relevant details and considerations such as the nature of the change and the length of time the change is to be in effect. Such a change shall be accompanied by a principal's recommendation.
- 19.2 When the teacher has accepted a reduction in teaching load in order to facilitate the staffing process, the teacher may return to their previous entitlement at the original school should a vacancy occur in that school year, provided that written notice of intent to return is given to the Principal and the Superintendent of Human Resources Services within thirty (30) days of the reduction.
- 19.3 At the end of a period of reduced teaching load, the teacher will have the right to return to his/her previous status with the Board. Normally, a teacher cannot expect to return to his/her previous status until the expiration of the time indicated in the above mentioned statement.
- 19.4 Should two or more teachers wish to apply jointly, they may do so subject to the provisions of Article 19.1.

ARTICLE XX SELF-FUNDED LEAVES

20.1.1 All provisions of the Self-Funded Leave Plan are in accordance with the Canadian Income Tax Act.

20.1.2 This plan is available to a teacher who wishes to take a leave of absence, with pay, by spreading 'x' years' salary over a 'y' year period. 'x' shall be less than 'y'. 'y' must not exceed seven (7) years or be less than three (3) years; and the year of leave may only be taken in the final year.

20.1.3 It is understood that such leaves may also be arranged for less than one (1) year within the following parameters:

- i. Part year leaves shall only be granted for the period covering January 1st through to June 30th, inclusive, of any school year:
- ii. There shall be no more than 1% of teachers approved for a part year leave at any one time and no more than one teacher per division in any given school.

For part-year leaves the payment formula shall be adjusted in a manner that is mutually agreeable to the teacher and the Board and in keeping with applicable legislation.

20.1.4 Throughout the leave period the teacher may not receive any salary or wages from the employer, other than the deferred salary and the accumulated interest. No money will be paid above the amount actually in the account. The teacher must return after the period of leave to his/her employer for a time at least equal to the length of the leave.

20.1.5 The parties agree to the implementation of the self-funded leave plan as outlined below.

20.1.6 The Union and the Board acknowledge that the granting of such leaves shall be used to reduce the incidence of declaring teachers surplus, thereby reducing the extent to which the termination of teachers is necessary. The granting of leaves under this program is considered separate from any existing leaves.

20.1.7 The teacher shall assume the responsibility of making himself/herself aware of the implication of the plan related to its effect on a teacher's superannuation provisions and income tax implications.

20.1.8 It is strongly recommended that teachers interested in the x/y plan seriously consider contacting their Union representative and the Superintendent of Finance.

20.2.1 Applications shall be submitted to the Leave Review Committee which shall have equal representation appointed from the Board (2 members) and the Union (2 members)..

20.2.2 Applications shall be received for consideration by January 15 to begin the program the following September. The granting of such a leave shall be governed by the following criteria:

- a) The teacher has a permanent position with the Board;
- b) The teacher is unlikely to be declared surplus during the term of the plan;
- c) The teacher must declare that, except in the case of unforeseen extenuating circumstances, he/she intends to serve the Board to the end of the completion of the plan;
- d) The potential for program disruptions and staff dislocations from the leave must be seen as tolerable in the circumstances;
- e) Such other criteria as considered by the Leave Review Committee to be appropriate in the individual circumstances.

20.2.3 All leaves approved by the Leave Review Committee shall be forwarded to the Board for their subsequent approval. Denial by the Board shall not be considered a violation of this Agreement.

20.3.1 In the 'y' years of the plan, the teacher will be paid a fraction of his/her salary equal to x/y . The remaining portion of the salary, plus allowances, will be accumulated, and this amount plus any interest earned shall be held by the Board to help finance the year/part year of leave. The amount of salary withheld by the Board shall be deposited in a "trust account" for each individual at the time of regular salary payments; such "trust account" will be maintained at a financial institution chosen by the Board where interest will be declared not less frequently than on a monthly basis and compounded so as to be at the highest rate paid on the institution's regular "bonus" savings account.

20.3.2 A ledger reference of each individual teacher's contribution shall be maintained by the Board. A statement of each teacher's account will be issued at the end of each school year.

20.3.3 During all years that the individual teacher is participating in the self-funded leave plan, all employee benefits, excepting Superannuation, shall be maintained according to the Collective Agreement at a level as if the employee were being paid at 100% of his/her salary.

20.3.4 The teacher's benefits will be maintained according to the Collective Agreement by the Board during the leave of absence, based on a level as if the employee were being paid at 100% of salary.

20.3.5 A teacher participating in the plan shall be eligible upon return to duty for any increase in salary and benefit that would have been received had the one-

year/part year leave not been taken, including credit for one year's/half year seniority.

- 20.3.6 Sick leave credits shall not accumulate during the year/part year spent on leave.
- 20.3.7 Superannuation deductions are to be continued as provided by the Teachers' Pension Act and according to the policies of the Teachers' Pension Plan Board during all years that the teacher is participating.
- 20.4 A Teacher may withdraw from the plan any time prior to taking his/her leave of absence provided that he/she has applied to the Leave Review Committee for withdrawal and the reasons have been accepted. Upon withdrawal, any monies accumulated plus interest due and payable shall be repaid immediately upon notification of his/her desire to leave the plan.
- 20.5 A teacher approved for the self-funded leave plan will not be considered for any other type of leave unless the teacher withdraws first from the self-funded leave plan.
- 20.6 Should a teacher die while participating in the plan, any balance in the teacher's account at the time of death shall be paid to the teacher's estate. Any amount due to the Board shall be an obligation of the teacher's estate and binding upon the teacher's heirs, executors or administrators.
- 20.7 All teachers wishing to participate in the plan shall be required to sign an agreement on a form supplied by the Board before final approval for participating will be granted.
- 20.8 Income tax shall be deducted on the actual amounts received by the teacher during each of the years of the plan, subject to the income tax regulations in effect at that time.
- 20.9 During the self-funded leave year, the teacher may engage in such plans of education and employment as he/she chooses, except that he/she may not be employed by the Board in any capacity.
- 20.10 Upon the return of a teacher from a self-funded leave, the Board shall place that teacher in his/her former position in his/her former school. Only if that position is declared surplus in the year of return will the Article of this Collective Agreement having to do with the placement of teachers who are surplus or redundant to the needs of the system be applied.
- 20.11 The financial aspects of this Section shall be administered by the Superintendent of Finance.

- 20.12 If a teacher wishes to change the year of leave, he/she must notify the Board in writing, by March 1 of the year in which the leave was to have been taken. This date also applies to those approved for a part year leave.
- 20.13.1 During the period prior to the leave, the teacher shall be entitled to the same benefits, allowances, vacation, pregnancy/parental leave, sick leave, teaching experience credit and seniority as when not entitled to the plan.
- 20.13.2 Long term disability coverage shall be based on the salary the teacher would have received had there not been a leave.

ARTICLE XXI TEACHER EXCHANGE OUTSIDE THE BOARD

- 21.1 The number of teachers who may seek to participate in a teacher exchange in any one year shall be limited to not more than half of one percent of the elementary staff.
- 21.2 Applications shall be submitted for approval by the Board not later than the first meeting of November to meet the deadline of November 30.
- 21.3 It is agreed that teacher exchanges will be between teachers with similar teaching assignments.
- 21.4 The applicant shall agree to return to the service of the Board for at least one year following the year of exchange.
- 21.5 A teacher exchange outside the Board will normally be for a one year period. Requests for additional exchange time will be dealt with by the Board on an individual basis.

ARTICLE XXII CUMULATIVE SICK LEAVE AND GRATUITY PLANS

GENERAL

- 22.1 Sick leave means the period of time a teacher is permitted to be absent from work with full pay by virtue of being sick or disabled, or because of an accident for which compensation is not payable under the Workplace Safety and Insurance Board.

TERMS AND CONDITIONS

Eligibility

- 22.2.1 All regular full-time teachers and part-time teachers on continuous employment longer than one (1) month, shall be eligible for benefits.

22.2.2 Except as provided in Article XVI and in the Ontario Employment Standards Act, as amended, pregnant teachers may be entitled to sick leave benefits for absence due to complications of pregnancy occurring before pregnancy leave commences.

Sick Leave Credits

22.3.1 Each eligible regular full-time teacher shall be entitled to a credit of 20 days for each school year.

22.3.2 Each eligible regular part-time teacher shall be entitled to a credit of 2 days for each full month of employment prorated in accordance with the number days or hours worked.

22.3.3 In the case of a teacher grandparented under section 22.5.1 and 22.6.1 of this article, an additional 20 non-cumulative days will be granted in each of the last three years before retirement to a teacher who has accumulated the maximum number allowable under paragraph iii) [i.e. 200 days] so that the teacher will have available 40 days of sick leave in each of those years to protect the retirement gratuity. The accumulated sick leave bank will be adjusted retroactively, if necessary, to accommodate this provision when the teacher decides to retire.

Accumulation of Credits

22.4.1 A teacher shall be entitled to accumulate all unused days of credit allowed under 22.3.1 above, to a maximum of 200 days.

22.4.2 Every teacher eligible for sick leave credits under this policy (except those who have received retirement gratuity payments), who resigns and is later rehired without having been otherwise gainfully employed in the intervening time, shall receive credit for sick leave days earned prior to resignation and accumulated under paragraph 22.4.1 to that date. The burden of satisfactory proof to establish recognition of credits claimed shall be borne by the claimant.

Retirement Gratuity - Former Frontenac County Board of Education (Teachers in the Employ of that Board on December 31, 1997).

22.5.1 A regular teacher who was employed by the Frontenac County Board of Education prior to September 1, 1981, and who has been in the continuous service of the Board for ten years immediately prior to retirement shall, upon his/her retirement because of age, illness, or on pension, be paid a gratuity in an amount calculated by the formula -

$$\frac{1}{2} \times \frac{\text{Accumulated Sick Leave Credit Days}}{200} \times \text{Yearly Salary at Date of Retirement Rate}$$

Note: In the event a teacher retires from teaching at the conclusion of participating in the position-sharing scheme (under The Revised Teachers' Pension Act, 1983), as a volunteering teacher, any retirement gratuity payment for which the teacher is eligible shall be calculated at the rate of salary to which the teacher was entitled if he/she had not volunteered to position-share. Approval will be granted on a cost-effective basis.

22.5.2 In the event of the death of a regular teacher, who is eligible to receive a retirement gratuity in accordance with 22.5.1, the Board shall pay to the deceased estate the amount of the gratuity.

Sick Leave Gratuity - Former Lennox and Addington County Board of Education (For Teachers in the Employ of that Board on December 31, 1997).

22.6.1 A teacher who was under contract as a teacher with the Board on June 30, 1976 shall be entitled to a sick leave credit gratuity provided the teacher meets any of the following conditions:

- i) Retires having reached the age of 55 and is eligible to receive benefits under the Teachers' Pension Plan.
- ii) Retires from the profession or resigns to accept employment with another employer other than another Board that has also established a sick leave credit plan, after ten years of service with the Board or its predecessor Boards, provided that the teacher has not previously received a Retirement Gratuity from the Board.

22.6.2 A teacher shall not be entitled to a retirement gratuity who:

- i) Resigns for any reason but who does not intend to retire from the profession.
- ii) Resigns at the request of the Board to avoid dismissal for cause.

22.6.3 Continuous service in Articles 22.6.4 and 22.6.5 shall mean uninterrupted employment with the Board or its predecessor Boards and includes any leaves of absence for maternity or other reasons granted by the Board and its predecessors but the periods of leave shall not be counted as part of the service.

22.6.4 The Retirement Gratuity referred to above shall be calculated as follows:

Number of Years of Continuous Service <u>(min. 10, max. 15)</u>	X	Accumulated Days Sick Leave Credit <u>(max. 200)</u>	X	$\frac{1}{2}$ Annual Salary of Teacher
15		200		

But in no case shall the gratuity exceed half ($\frac{1}{2}$) a year's salary.

22.6.5 A teacher employed by the Board whose contract of employment comes into effect after June 30, 1976 but prior to August 31, 1980 shall be entitled to a sick leave credit gratuity upon retirement to receive a pension from the Teachers' Pension Plan which gratuity is to be calculated as follows:

Number of Years of Continuous Service With the Board in_	X	Accumulated Days Sick Leave Credit (max. 200)	X	½ Annual Salary of Teacher
<u>Excess of 10 (max. 20)</u>		<u>200</u>		
20		200		

But in no case shall the gratuity exceed half (½) a year's salary.

22.6.6 In the event of the death of a permanent teacher with the Board, who is eligible to receive a sick leave gratuity in accordance with 22.6.1, the Board shall pay to the deceased's estate a sum calculated in accordance with Articles 22.6.4 or 22.6.5 whichever is applicable.

22.6.7 In the event of the death of a teacher who has retired but who has not yet received the gratuity to which the teacher is entitled under Article 22.6.1, the Board shall pay to the deceased's estate the amount of the gratuity.

Retirement Benefit Plan

22.7.1 The Board agrees to fund a retirement benefit plan for Elementary Teachers of the Limestone District School Board who are not eligible for a Retirement Gratuity under the current collective agreement.

22.7.2 The deadline for application shall be May 31 of the year in which a teacher retires.

22.7.3 The maximum amount paid to each eligible teacher upon retirement will be prorated for part-time teachers in the same ratio as part-time entitlement bears to full-time entitlement.

22.7.4 In order to be eligible for the benefit, the teacher must:

- i) Be a regular teacher who has been in the continuous service (as defined in 22.6.3) of the Board (or its predecessor Boards) for twelve years immediately prior to retirement; and,
- ii) Be retiring to receive an immediate pension from the Teacher's Pension Plan.

22.7.5 A teacher who is terminated for just cause or who resigns from the Board prior to retirement shall not be eligible to receive the retirement benefit.

22.8.1 The Board agrees to contribute the following amounts for the purposes of funding the retirement benefit:

2004 – 2005 One hundred fifty thousand (\$150,000)

2005 – 2006 One hundred fifty thousand (\$150,000)

2006 – 2007 One hundred fifty thousand (\$150,000)

2007 – 2008 One hundred fifty thousand (\$150,000)

In addition to the above amounts, the Board agrees to provide a one-time contribution in the amount of one hundred thousand dollars (\$100,000) in the 2004 – 2005 school year.

22.8.2 Should the total amount of actual retirement benefits to be paid in a given year be less than the designated fund available for that year, the excess funds shall be carried forward to the following year.

22.8.3 The retirement benefit shall be calculated as follows:

$$\frac{\text{Accumulated Sick Leave}}{200} \times \text{Years of Service Factor} \times \$12,000$$

The Years of Service Factor in this part shall be

<u>Length of Service in Years</u>	<u>Years of Service Factor</u>
17 years	100%
16 years	80%
15 years	60%
14 years	45%
13 years	30%
12 years	15%

The above \$12,000 shall be increased annually on the following terms:

2004 – 2005 2%

2005 – 2006 2%

2006 – 2007 2.5%

2007 – 2008 3%

Administration

- 22.9.1 The administration of the plan shall be vested in the Superintendent of Finance.
- 22.9.2 The Superintendent of Finance shall have the power to do and perform all things necessary for the conducting of the sick leave credit plan, including the power, subject to the right of appeal by a teacher under the grievance arbitration procedures set out in Article VIII, to allow or disallow any sick leave credits or deductions therefrom under the plan.
- 22.9.3 The Superintendent of Finance shall keep registers which will record the cumulative credits and deductions.
- 22.9.4 In all cases of prolonged illness, a certificate from a qualified medical practitioner, certifying to the illness of the teacher, may be required monthly before any payment of salary for the accumulated sick leave is made.
- 22.9.5 The Board may, at any time, request a teacher to submit a certificate of health signed by a duly qualified medical practitioner.
- 22.9.6 A teacher whose absence from work is properly accounted for under the terms of this plan shall not have deductions for such absence made from his/her salary. In all other cases, a deduction from salary, in proportion to the time lost, may be made.

ARTICLE XXIII STAFFING & EMPLOYMENT STABILITY

Statement of Intent

- 23.1 The Board and the Teachers recognize the complexity of dealing fairly with teachers who may be surplus to a school or who may become surplus in a designated program because of declining enrolment, provincial regulatory or funding changes and/or transportation changes. It is therefore agreed that the teachers and the Board may reopen Article XXIII for negotiation any time during the duration of this agreement at the request of either party, noting that concomitant changes may be necessary in Article XIII.

Wherever possible, it is the intention of the Board not to declare redundant to the needs of the system any teacher who has a permanent position with the Board.

Joint Elementary Staffing Committee

- 23.2.1 A Joint Elementary Staffing Review Committee shall be established and maintained from year to year to review the staffing requirements of the elementary system, to review the allocation of teachers to each elementary

school, and to discuss issues that may arise at any time regarding elementary staffing. The committee shall meet at the request of either party.

23.2.2 The Committee shall be composed of the following:

- The President of the ETFO Limestone Local
- The 1st Vice President or designate of the ETFO Limestone Local
- The Superintendent of Human Resources Services
- A Board representative as designated by the Board

School Staffing Committee

23.3.1 An administrative unit shall be defined as school, twinned or clustered schools, or a school and its annexes, as defined in the Education Act, as amended.

23.3.2 A school staffing committee shall consist of at least two members of the staff, as selected by the teachers, in addition to the school steward and the administrative team of each administrative unit. The committee will be established at the beginning of the school year. The school staffing committee will advise the principal in the staffing and organization of the school. However, it is clearly understood that, as stated in the Education Act, as amended, and the regulations thereunder, it is the duty and sole discretion of the principal to recommend to the appropriate supervisory officer and the Board, the appointment of teachers and the organization of the school.

23.3.3 The school staffing committee shall develop and propose a tentative staffing model for consideration and input at a meeting of the full staff. The school staffing committee will explore alternatives to minimize the number of split/multi grade classes and their impact.

23.3.4 It shall be the responsibility of the principal of the administrative unit to report the recommendations of the school staffing committee and to make recommendations concerning staffing to the Superintendent of Human Resources Services.

School to Community Staffing Committee

23.4.1 A School to Community Staffing Committee will be set up which will consist of the Elementary Principal of Educational Services, SST for School to Community, a Union representative, and two staff members teaching in School to Community programs, one from the group housed in elementary buildings, and one from the group housed in secondary buildings. The Staffing Committee shall develop and propose a staffing model each year for consideration at a full staff meeting of the School to Community programs staff.

Definition of Surplus Teacher

23.5 "Surplus teacher" shall mean a teacher for whom no position will be available within the school in which that teacher is presently teaching.

Definition of Redundant Teacher

23.6 "Redundant teacher" shall mean a teacher for whom no position is available within the jurisdiction of the Board.

Seniority List

23.7.1 Seniority for teachers in the employ of the Board on June 30, 1998 shall be determined by the teacher's seniority on the appropriate predecessor Board's seniority list.

For teachers hired on or after September 1, 1998, seniority shall be determined by length of continuous employment as an elementary teacher with the Board.

23.7.2 After September 1, 1998, seniority shall accrue in accordance with this subsection.

Full seniority equivalent to a maximum of one year shall be granted for each year of a Board approved leave, a secondment, or an exchange.

A teacher employed during a full school year on a half time basis or greater shall be credited with one full year's service for seniority purposes only.

A teacher employed during a full school year on less than a half time basis shall be credited with one half year's service for seniority purposes only.

A teacher employed for less than a full school year shall be credited with seniority in the same proportion as the number of days worked bears to the number of days in the school year.

23.7.3 Seniority shall be lost in the event of dismissal for cause or when an employee remains redundant for a period longer than 2 years.

23.7.4 The seniority list shall consist of the names of the teachers in decreasing order of years of continuous employment with the Board.

a) Where teachers have the same length of continuous employment with the Board from the effective date of employment, the order on the list shall be decided upon the basis of previous teaching employment with the Board, other than casual occasional teaching; then,

b) By random selection.

Publication and Updating of the Seniority List

- 23.8.1 It is the responsibility of each teacher to ensure that the Board is furnished with all the necessary teaching and/or supplementary documentation as required to enable the Board to publish a seniority list each school year.
- 23.8.2 On or before March 1, a master seniority list shall be developed by the Board with a copy retained by each party and shall be posted in each school or place of employment and furnished to the local Union. The list shall depict the seniority status of each teacher covered by the Collective Agreement in accordance with 23.7.
- 23.8.3 Should a teacher question the accuracy of his/her relative seniority status or the documentation used to determine his/her relative seniority status as depicted on the seniority list, the teacher shall notify the local Union and the Board in writing to this effect. The parties and the teacher shall meet within five school days after the Board receives any such written notification to resolve the matter.
- 23.8.4 Any discrepancies in seniority must be brought to the attention of Human Resources Services by April 15 of each year, otherwise the list is deemed accurate for that year and shall not be subject to future challenge.
- 23.8.5 Nothing in this agreement shall prohibit the publication of amendments to the seniority list as required and agreed upon by the Board and the local Union.

Procedures for the Identification and Placement of a Teacher who is Surplus to a School and a Teacher Returning to the Classroom from a Leave or Other Position

- 23.9.1 The official Board-wide projected enrolment for each school shall be determined by March 30th of each school year. A copy shall be provided to the Joint Elementary Staffing Committee forthwith.
- 23.9.2 The staffing needs of each school for the following September shall be determined in relation to enrolment projections and required qualifications under The Education Act, as amended, the regulations made thereunder, the College of Teachers' Act and in accordance with this Collective Agreement.
- 23.9.3 Following the approval of staffing needs by the Superintendent of Human Resources, a teacher or teachers may appear to be surplus to the needs of a particular administrative unit or redundant to the needs of the system.
- 23.9.4 If the total number of teachers employed exceeds the total number required for the following school year, then the number in excess is the number of teachers that may be declared redundant to the system.
- 23.9.5 The names corresponding to the maximum number of teachers as per 23.9.4 who may be declared redundant shall be listed in order of seniority, in

accordance with 23.7. A copy of the said list is to be forwarded to the President of the bargaining unit.

23.9.6 A teacher in a school who may be declared a surplus teacher is determined by the following criteria:

- a) The teacher at the school with the least seniority on the seniority list shall be the teacher declared surplus at the school.
- b) Notwithstanding a), in those cases where the program needs of the school may only be met through the inclusion of a position which requires qualifications beyond the Ontario Teachers' Certificate, a teacher must hold qualifications acceptable to the Minister of Education and Training to hold the position.

23.9.7 A teacher returning to a teaching position after ten (10) or more consecutive teaching months of absence due to LTD shall be considered as a return to the system, and not to the position, and/or school from which he/she left on LTD. A teacher returning in mid-year from LTD, after more than ten (10) consecutive teaching months absence, will be considered as a return to the system and will be placed in the first available vacancy for which the individual is qualified and which matches the teacher's entitlement.

23.9.8 The Principal shall, following reorganization, identify those staff members surplus to the projected needs of his/her school and forward such names to the Superintendent of Human Resources by April 1. Should a subsequent vacancy occur in the school where a teacher is declared surplus, that teacher has the right to return to the original school provided that notice of intent to return is given to the Principal and the appropriate Superintendent, and the Superintendent of Human Resources within thirty (30) days of being declared surplus. The return must occur within the first two (2) weeks of the school year.

23.9.9 Vacancies as they occur shall be posted under the terms of Article XI.

Nothing in this section shall deny the right of any teacher seeking to transfer to apply for a posted position nor the right of the Board under Article III to effect such a transfer. Neither shall this section negate the right of the Board to effect a transfer at any time in the interests of school programs. As far as is possible a round of transfers will be effected before surplus teachers and those returning from leaves of absence are placed.

23.9.10 Following a round of transfers, the Superintendent of Human Resources shall notify all surplus teachers and as far as possible, those returning from leaves of absence, or from PAR, SST positions, or other Board positions, of vacancies within the system.

23.9.11 If the total number of teachers employed is less than the total number required, there will be a round of internal apply and compete postings for teachers, including those wanting to increase teaching entitlement.

23.9.12 Notwithstanding the above processes, a teacher, principal, the Union or the Board may make a request at any time to the Superintendent of Human Resources for a Superintendent Facilitated Transfer for teachers where the regular mobility processes of exchange, transfer, placement and posting have not been successful or are not applicable.

Procedure for the Placement of Redundant Teachers

23.10.1 The Superintendent of Human Resources shall notify in writing, by registered mail, on or before June 15, those teachers who are without positions for the following September, and for whom no positions appear to be available.

23.10.2 This written notice will incorporate or be accompanied by a formal statement from the Board which indicates that the position has been terminated because of redundancy and that a letter of recommendation may be requested.

23.10.3 Any permanent teacher in 23.10.1 shall be retained on a redundancy list for a period of two years from the date of being declared redundant.

23.10.4 A redundant teacher will be assigned according to his or her position on the seniority list.

23.10.5 A permanent teacher on the redundancy list (23.10.1) with the Board shall be the first to be assigned to fill vacant positions for which he or she is qualified or make a written commitment to become qualified within a reasonable period of time.

23.10.6 When no vacancies exist, assignment of a qualified permanent teacher to a position held by a probationary teacher will be made according to the seniority list.

23.10.7 If the above situations cannot be implemented, Section 23.11.1 shall apply.

Options For A Redundant Teacher

23.11.1 A redundant permanent teacher shall have the following options:

- i) To resign and receive a severance allowance of 2% of that teacher's final annual basic salary for each year of teaching experience with the Board.
- ii) To take a leave of absence (Article XVIII) during which the teacher will be placed on the list of elementary occasional teachers at the first available opportunity.

- iii) To take a leave of absence for one year, after which the teacher may resign and be paid a severance allowance as in i) above.

NOTE: A teacher who chooses to take a leave of absence shall be given an opportunity to ask for and be placed in any available position provided that teacher indicates in writing to the Superintendent of Human Resources that he/she intends to be available during that academic year.

- iv) All such options are subject to the Board's receiving written notification from each redundant teacher as to the option selected. Such notice is to be received by the Board prior to September 1 in the calendar year in which he or she is declared redundant.

23.11.2 A teacher on the redundancy list shall be permitted one refusal of recall. A teacher on the redundancy list who refuses to accept a subsequent offer of a teaching position at the teacher's entitlement for which the teacher is qualified will have their employment terminated.

23.11.3 No new teacher is to be hired into the system until all teachers' names on the redundancy list have been dealt with under the terms of Article XXIII.

23.11.4 Any teacher who is re-employed within two years shall be deemed to have been employed continuously, but the period when not teaching for this Board shall not be counted as part of teaching service for purposes of seniority.

September Staffing

23.12.1 The elementary staffing committee will meet on Friday of the first week of school to compare actual and projected enrollments on a board wide and a school basis.

23.12.2 The number of teachers required for the system in order to adhere to the Education Act, as amended, shall be identified and reviewed by the Elementary Staffing Committee and the Joint Elementary Staffing Review Committee.

23.12.3 Vacancies remaining after the placement of surplus teachers shall be posted. Any teacher is eligible to apply for these vacancies up to their current entitlement, subject to the provisions of article 23.13.1 – Advertising of Positions. Teachers will begin assignments no later than the third Monday in September.

23.12.4 Teachers moving to new assignments shall receive 0.5 day of occasional teacher coverage to facilitate the move.

Advertising of Positions

23.13.1 It is agreed that when a vacancy occurs during the school year for any position or a new position is created which is to be filled by a member of ETFO, it shall

be posted first in all schools in the Board's jurisdiction. Such advertisements will be posted in every school at least five (5) school days, except during the summer break. At this time, any positions will be posted on the Board website for the required five (5) days.

23.13.2 Any permanent or probationary teacher, part-time or full-time, employed by the Board during the period of advertising, may apply for the position.

Increased Entitlement to Teaching Time

23.14.1 Part-time teachers must indicate the desire for full-time by March 1 of each school year.

23.14.2 Part-time teachers may apply for all posted vacant positions. Subject to Article 23.14.1 above, a part-time teacher with a .5 position or more, shall be permitted to increase to full-time, according to Ministry of Education qualifications and seniority, before any new teachers from outside the system are hired.

23.14.3 The Board may hire externally once all part-time teachers with less than .5 positions, who have requested increased entitlement, are given due consideration.

Staffing Process Review

23.15.1 The Joint Elementary Staffing Review Committee will meet by September 30, 2005 to review the current staffing process. This initiative will include a review of the existing provisions of Article XXIII, Staffing, as well as associated staffing procedures around the transfer, placement and posting processes for all teachers who are deemed to be surplus, returning from leave, increasing entitlement and/or other circumstances as identified by either party.

23.15.2 The Joint Elementary Staffing Review Committee shall have a draft interim staffing proposal prepared no later than December 31, 2005 to be piloted during the 2006/2007 school year.

23.15.3 The Joint Elementary Staffing Review Committee will meet by December 31, 2006 to review the results of the interim staffing pilot project to determine which aspects of the interim process will be adopted for utilization for subsequent school years.

23.15.4 If by February 28, 2007 there has been no agreement on the continuation of the interim provisions, with or without revision, the parties will revert to the current staffing process, including Article XXIII, of the current collective agreement and the interim pilot provisions will cease to be in effect.

Notwithstanding the above outlined staffing review process, a teacher, principal, the Union or the Board may continue to access Article 23.9.12.

ARTICLE XXIV SALARY GRID

Effective September 1, 2004 to August 31, 2008, Teachers shall be paid according to the following grids:

GRID AS AT SEPTEMBER 1, 2004:

	<u>CAT A</u>	<u>CAT A1</u>	<u>CAT A2</u>	<u>CAT A3</u>	<u>CAT A4</u>
0	\$35,940	\$37,762	\$39,073	\$42,199	\$43,920
1	\$38,115	\$40,093	\$41,491	\$44,750	\$45,740
2	\$40,215	\$42,418	\$43,920	\$47,281	\$49,379
3	\$42,400	\$44,750	\$46,396	\$49,844	\$52,115
4	\$44,560	\$47,090	\$48,772	\$52,391	\$54,837
5	\$46,703	\$49,379	\$51,258	\$54,969	\$57,590
6	\$48,824	\$51,709	\$53,702	\$57,517	\$60,297
7	\$50,977	\$54,022	\$56,117	\$60,078	\$63,020
8	\$53,135	\$56,365	\$58,565	\$62,641	\$65,754
9	\$55,269	\$58,668	\$61,008	\$65,173	\$68,505
10	\$58,946	\$60,985	\$63,428	\$67,738	\$71,213
11	\$63,342	\$63,342	\$65,886	\$70,282	\$73,819
12				\$73,325	\$77,530

GRID AS AT SEPTEMBER 1, 2005

	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$36,659	\$38,517	\$39,854	\$43,043	\$44,798
1	\$38,877	\$40,895	\$42,321	\$45,430	\$46,440
2	\$41,019	\$43,266	\$44,798	\$48,012	\$50,152
3	\$43,248	\$45,645	\$47,324	\$50,626	\$52,942
4	\$45,451	\$48,032	\$49,747	\$53,224	\$55,719
5	\$47,637	\$50,367	\$52,283	\$55,853	\$58,527
6	\$49,800	\$52,743	\$54,776	\$58,452	\$61,288
7	\$51,997	\$55,102	\$57,239	\$61,065	\$64,065
8	\$54,198	\$57,492	\$59,736	\$63,679	\$66,854
9	\$56,374	\$59,841	\$62,228	\$66,261	\$69,660
10	\$60,125	\$62,205	\$64,697	\$69,293	\$72,837
11	\$64,609	\$64,609	\$67,204	\$74,792	\$79,081

GRID AS AT SEPTEMBER 1, 2006

	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$37,392	\$39,287	\$40,651	\$43,904	\$45,694
1	\$39,655	\$41,713	\$43,167	\$46,339	\$47,369
2	\$41,839	\$44,131	\$45,694	\$48,972	\$51,155
3	\$44,113	\$46,558	\$48,270	\$51,639	\$54,001
4	\$46,360	\$48,993	\$50,742	\$54,288	\$56,833
5	\$48,590	\$51,374	\$53,329	\$56,970	\$59,698
6	\$50,796	\$53,798	\$55,872	\$59,621	\$62,514
7	\$53,037	\$56,204	\$58,384	\$62,286	\$65,346
8	\$55,282	\$58,642	\$60,931	\$64,953	\$68,191
9	\$57,501	\$61,038	\$63,473	\$67,586	\$71,053
10	\$61,328	\$63,449	\$65,991	\$70,679	\$74,294
11	\$65,901	\$65,901	\$68,548	\$76,288	\$80,663

GRID AS AT FEBRUARY 1, 2007

	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$37,766	\$39,680	\$41,058	\$44,343	\$46,151
1	\$40,052	\$42,130	\$43,599	\$46,802	\$47,843
2	\$42,257	\$44,572	\$46,151	\$49,462	\$51,667
3	\$44,554	\$47,024	\$48,753	\$52,155	\$54,541
4	\$46,824	\$49,483	\$51,249	\$54,831	\$57,401
5	\$49,076	\$51,888	\$53,862	\$57,540	\$60,295
6	\$51,304	\$54,336	\$56,431	\$60,217	\$63,139
7	\$53,567	\$56,766	\$58,968	\$62,909	\$65,999
8	\$55,835	\$59,228	\$61,540	\$65,603	\$68,873
9	\$58,076	\$61,648	\$64,108	\$68,262	\$71,764
10	\$61,941	\$64,083	\$66,651	\$71,386	\$75,037
11	\$66,560	\$66,560	\$69,233	\$77,051	\$81,470

GRID AS AT SEPTEMBER 1, 2007:

	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$38,446	\$40,394	\$41,797	\$45,141	\$46,982
1	\$40,773	\$42,888	\$44,384	\$47,644	\$48,704
2	\$43,018	\$45,374	\$46,982	\$50,352	\$52,597
3	\$45,356	\$47,870	\$49,631	\$53,094	\$55,523
4	\$47,667	\$50,374	\$52,171	\$55,818	\$58,434
5	\$49,959	\$52,822	\$54,832	\$58,576	\$61,380
6	\$52,227	\$55,314	\$57,447	\$61,301	\$64,276
7	\$54,531	\$57,788	\$60,029	\$64,041	\$67,187
8	\$56,840	\$60,294	\$62,648	\$66,784	\$70,113
9	\$59,121	\$62,758	\$65,262	\$69,491	\$73,056
10	\$63,056	\$65,236	\$67,851	\$72,671	\$76,388
11	\$67,758	\$67,758	\$70,479	\$78,438	\$82,936

GRID AS AT FEBRUARY 1, 2008

	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	\$38,984	\$40,960	\$42,382	\$45,773	\$47,640
1	\$41,344	\$43,488	\$45,005	\$48,311	\$49,386
2	\$43,620	\$46,009	\$47,640	\$51,057	\$53,333
3	\$45,991	\$48,540	\$50,326	\$53,837	\$56,300
4	\$48,334	\$51,079	\$52,901	\$56,599	\$59,252
5	\$50,658	\$53,562	\$55,600	\$59,396	\$62,239
6	\$52,958	\$56,088	\$58,251	\$62,159	\$65,176
7	\$55,294	\$58,597	\$60,869	\$64,938	\$68,128
8	\$57,636	\$61,138	\$63,525	\$67,719	\$71,095
9	\$59,949	\$63,637	\$66,176	\$70,464	\$74,079
10	\$63,939	\$66,149	\$68,801	\$73,688	\$77,457
11	\$68,707	\$68,707	\$71,466	\$79,536	\$84,097

ARTICLE XXV TRAVEL ALLOWANCES

- 25.1 Any teacher covered by this Agreement required to use his/her own car to travel on official Board business shall be paid a travel allowance at the rate in accordance with Board policy subject to semi-annual adjustments. Those teachers assigned to two or more schools are eligible for travel allowance at the rate permitted by this clause.
- 25.2 A teacher being paid mileage under this policy shall be required to carry proper liability insurance on his or her car.
- 25.3 A Consultant, Coordinator, Resource Teacher or Itinerant Teacher who regularly carries materials in quantity on Board business will, with the approval of his or her Superintendent of Schools, be paid an additional 5 cents per kilometer.
- 25.4 A teacher who is transferred to another school which is in excess of fifty kilometers (50 km) from the teacher's former school, and whose residence is greater than fifty kilometers (50 km.) from the new school, will be compensated with a moving/living allowance of a single payment of one thousand dollars (\$1000.00). Such a payment will be made only once to any teacher during his/her employment with this Board.
- 25.5 Teachers employed at and not residents of Wolfe Island or Amherst Island may claim reimbursement of ferry costs up to a maximum for the school in any one year of the equivalent of two automobile ferry passes.

- 25.6 Itinerant teachers assigned to two or more schools shall receive travel allowance in accordance with Board policy where the distance between schools exceeds 15 km.

ARTICLE XXVI POSITIONS OF RESPONSIBILITY

Salary Notes

Consultants, Coordinators and Resource Teachers

26.1.1 Consultants and Resource Teacher Allowances will be as follows:

- i) Full-time Consultants and Coordinators shall receive \$3,672 (2004-2005); \$3745 (2005-2006); \$3839 (2006-2007) and \$3945 (2007-2008) in addition to their teaching salary; and,
- ii) Resource Teachers shall receive \$714 (2004-2005); \$728 (2005-2006); \$746 (2006-2007) and \$769 (2007-2008) in addition to their teaching salary.

26.1.2 Allowances shall be prorated for part-time consultants, coordinators and resource teachers, with the exception of those in these roles prior to August 31, 2005, whose current allowances shall be maintained at the rate as of August 31, 2005.

Head Teachers

26.2 The Head Teacher in small, separated school buildings of more than one room, which are administratively parts of larger units, shall receive an allowance of \$300 per class with JK/K counting as 0.5.

Teacher in Charge

26.3.1 A teacher who consents to be the Teacher in Charge shall be paid \$30 per day when the Principal and the Vice-Principal are absent for ½ day or more and no occasional teacher is assigned.

26.3.2 In an administrative unit where no Vice-Principal or Head Teacher is assigned, a teacher consenting to be the Teacher in Charge shall be paid \$30 for the day when the Principal is absent for ½ day or more.

26.3.3 It is understood that the Teacher in Charge shall not evaluate or discipline any member of the Bargaining Unit.

ARTICLE XXVII BENEFITS

Employee Benefits

27.1 The following shall apply:

<u>Benefit</u>	<u>Board Pays</u>
Manulife Financial	
Semi Private	100%
Extended Health	100%
Dental	100%
Life Insurance	
3x Annual Salary until August 31, 2005	65%
Effective September 1, 2005, 2x annual salary	100%

Group Life Insurance Plan and Accidental Death and Dismemberment Plan

27.2 Effective September 1, 2005 each teacher shall have the option of purchasing additional group life insurance and accidental death and dismemberment of 1 x annual salary at the teacher's expense. Insurance premiums on this additional coverage, if it can be negotiated with the insurance carrier, will be age banded and reflect the smoking / non smoking status of the teacher. The Board will make available optional group life insurance of up to \$100,000 additional coverage at the teacher's expense in units of \$25,000. Insurance premiums on this optional coverage will be age banded and, if it can be negotiated with the insurance carrier, reflect the smoking / non smoking status of the teacher.

Dental Insurance Plan

27.3 The Board will pay 100% of the total premiums of the Manulife Financial Dental Plan including Denture Rider, Caps and Crowns Rider, Overage Dependent Rider, Pit and Fissure Sealants and orthodontic services to a maximum of \$2,000 with a 50/50 co-payment provision based on the current ODA fee schedule. The following procedures shall be eligible for reimbursement once every 6 months for children under 18 and 9 months for adults:

01202	01203	11101	11102	11103
11201	11202	11203	11301	11302
11303	11401	11403	11501	11502
11503	12101	12102		

Long Term Disability Insurance Plan

- 27.4.1 The Board will deduct from payroll as authorized by an employee, the premium for a Long Term Disability Insurance Plan as selected on a Group Insurance basis by the employees concerned.
- 27.4.2 All Teachers hired on a full-time basis after 1 September 2001 by the Limestone District School Board shall be covered under the Long Term Disability Plan as a condition of employment, subject to the conditions of the insurance carrier.
- 27.4.3 The Board, upon request, agrees to continue to pay any or all applicable employee benefits which the teacher might choose while on a long term disability program until the teacher either returns to regular employment or reaches the age of 65. The teacher, in turn, agrees to reimburse the Board in full, within 12 months of these dates, for the total cost of this employee benefits coverage.

Extended Health and Vision Care

- 27.5.1 The Board will pay 100% of the cost of the Extended Health Care Plan including Deluxe Travel, Vision Care to a maximum of \$200/24 months, Overage Dependent Rider, para medical services that include Chiropractor, Podiatrist, naturopath, Chiropodist and Osteopath, Hearing Aids to a maximum of \$500/60 months, and subject to maintenance drugs being accessed by the mail order supplier MediTrust.

Effective September 1, 2005 vision care coverage will include laser eye surgery and coverage amounts will increase to \$250/24 month period. On September 1, 2006 vision care coverage will increase to \$275/24 month period and on September 1, 2007 to \$300/24 month period.

Effective September 1, 2005 the Board will pay for the services of a registered massage therapist, when authorized in writing by the attending physician. Payment will be made up to a maximum of three hundred dollars (\$300) per Covered Person per calendar year.

- 27.5.2 Employee benefits shall be prorated for part-time teachers in the same ratio as the part-time teaching assignment bears to a full-time teaching assignment, and the teacher will be responsible for the balance of the cost of the benefit.
- 27.5.3 Spousal and dependent life insurance in the amount of \$10,000 for a spouse and \$5,000 for an eligible dependent child shall be available to teachers at the teacher's full expense.
- 27.5.4 All Teachers hired on a full-time basis after September 1, 2002 by the Limestone District School Board shall be covered under the Group Life and Accidental Death and Dismemberment Policies as a condition of employment.

27.5.5 At the time of hire, all Teachers hired on a full-time basis after September 1, 2002 shall be covered under the Semi-Private, Extended Health and Dental Plans as a condition of employment unless proof of alternate insurance is provided to the Board within one month of commencing employment on a full-time basis.

Enrolment at any other time shall be subject to the conditions of the carrier.

27.5.6 All benefits set out above will be subject to the applicable restrictions of the carriers involved. The Board will administer the benefit plans only and will not be held liable for any payment of benefits unless the Board has failed to carry out its administrative responsibilities.

27.5.7 A teacher who retires to receive a pension from the Teachers' Pension Plan prior to age 65 shall, upon written request, be entitled to continue to participate in the applicable benefits plans which the teacher might choose until the teacher reaches the age of 65. The Board agrees to continue to pay all applicable premiums, provided the employee reimburses the Board for the full cost of providing such benefits.

27.5.8 The spouse of a deceased teacher may retain membership in the group benefit plans to which the teacher belonged at the time of death. The spouse may retain such membership for up to five years, provided that the spouse reimburses the Board the full cost of providing such benefits. By mutual agreement, the Board may extend the membership in the plans beyond five (5) years.

27.5.9 The Board will provide each teacher with a summary of employee benefits, such summary being updated and distributed by November of each school year, and after any change in benefits negotiated by the Board and the Union.

27.5.10 No change in group benefits plans can be made without the approval of the Union and the Board, subject to the conditions of the carriers.

Insured Benefit Plan Policies

27.6 A copy of the master policy for each insured benefit plan shall be forwarded to the Union.

Benefits Information Booklet

27.7 An updated benefits information booklet shall be provided to each teacher. The booklet shall be updated after any change in benefits negotiated by the Union and the Board.

Group RRSP and Group RESP

- 27.8 At the request of the Union and with the authorization of the teacher, the Board shall make available a payroll deduction plan for a Group RRSP and a Group RESP. The choice of carrier shall be made by the Union and only the one carrier's plan shall be offered. Enrolment in these plans shall be done annually. The administration of these plans shall be done with no cost to the Board.

Letter of Agreement
Between
The Limestone District School Board
and
The Elementary Teachers' Federation of Ontario, Limestone Local
RE: Salary Re-opener

If in accordance with paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial government provides to the Board additional funding specifically for elementary teacher salaries for either or both of the school years 2006-2007 and 2007-2008, beyond that required to fund the increases set out in Article 22.2 of this Agreement, then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.

Re-opener

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

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

Dated this _____ day of May, 2005

For the Board:

For ETFO:

Letter of Agreement
Between
The Limestone District School Board
and
The Elementary Teachers' Federation of Ontario, Limestone Local

RE: Mobility

Effective February 24, 2005 the parties agree that the Board's current policy on Administrative Transfers under section 7.0.0 of HR-13 "Mobility Policy for Academic Staff" shall cease to apply.

Dated this _____ day of May, 2005

For the Board:

For ETFO:

Letter of Agreement
Between
The Limestone District School Board
and
The Elementary Teachers' Federation of Ontario, Limestone Local

RE: Staff & Divisional Meetings

The parties agree to establish a joint Board/Union committee to develop guidelines to be implemented throughout elementary schools, and to explore issues related to staff and divisional meetings. Items to be discussed include, but are not limited to:

- The purpose of staff and divisional meetings;
- The development and distribution of the agenda and minutes;
- The frequency, timing and duration of such meetings;
- Effective meeting procedures and practices; and,
- Other matters as requested by either party.

The Parties agree to meet by June 5, 2005 and thereafter as necessary.

Dated this _____ day of May, 2005.

For the Board:

For ETFO:

Letter of Agreement
Between
The Limestone District School Board
and
The Elementary Teachers' Federation of Ontario, Limestone Local

RE: Report Cards

The parties agree to establish a joint Board/Union committee to explore issues related to the completion of report cards. Items to be discussed include, but are not limited to:

- The format to be used;
- The application of technology and associated resources;
- The frequency of distribution;
- The timing of distribution;
- The content/timing of Kindergarten reports; and,
- The development of alternative reporting pilot projects.

The Parties agree to meet by September 30, 2005 and thereafter as necessary.

Dated this _____ day of May, 2005

For the Board:

For ETFO:

Letter of Understanding

between

The Limestone District School Board

and

Elementary Teachers' Federation of Ontario, Limestone Local

RE: Fall Professional Development Day

Once 200 minutes of preparation time have been implemented (June 30, 2008), the PA day previously designated for teacher preparation will no longer be used for that purpose. However, provided that the 2004-2005 allotted number of Professional Activity days are maintained, and provided that the uses of such days are open to the Board's discretion as per the Ministry of Education, the parties agree that the second professional development day in each school year will be set aside for purposes of reporting for elementary teachers, at their school site.

Dated this _____ day of May, 2005.

For the Board

For E.T.F.O.

Letter of Understanding

between

The Limestone District School Board

and

Elementary Teachers' Federation of Ontario, Limestone Local

RE: Benefits Committee

The parties agree to establish a Joint Benefits Committee, consisting of two members of the Union and two members of the Board, as a forum to provide information to the Union concerning details relating to the operation of the benefit plans. The Committee shall meet twice per school year or otherwise as mutually agreed.

Dated this _____ day of May, 2005.

For the Board:

For ETFO:

Letter of Understanding

between

The Limestone District School Board

and

Elementary Teachers' Federation of Ontario, Limestone Local

RE: Retiree Benefits

The parties agree to establish a Joint Benefits Committee, consisting of two members of the Union and two members of the Board, to restructure and make more cost effective retiree benefits with the goals of:

- i. Removing the retirees from the active teachers' pool;
- ii. Continuing to offer retirees a benefits plan; and,
- iii. Offering a plan at no cost to the Board.

The committee shall meet as soon as possible, and report to the parties by September 15, 2005 for implementation no later than January 1, 2006.

Dated this _____ day of May, 2005.

For the Board

For ETFO:

Letter of Understanding

between

The Limestone District School Board

and

Elementary Teachers' Federation of Ontario, Limestone Local

RE: Teacher Development Account

A one-time allowance for each full-time teacher shall be provided by the Ministry of Education. Teachers with less than 1.0 FTE during the 2004/2005 school year shall receive a pro-rated portion of this amount.

An amount shall be paid to each full-time and part-time teacher who makes a claim and was paying Union dues on June 1, 2005, including teachers on statutory leave as of June 1, 2005.

The maximum amount to be paid to each teacher shall be determined by dividing the lump sum provided to the Board by the Ministry of Education by the FTE calculated above. It is understood that the total amount payable shall not exceed the total amount provided for this purpose by the Ministry.

The allowance shall be used between June 1, 2005 and August 31, 2006 for expenses incurred for computers, software, peripherals, professional material and professional development courses. The parties shall jointly establish reimbursement procedures that will include receipts for actual expenditures. Teachers teaching less than full-time shall receive a pro-rated portion of the allowance.

It is understood that reimbursements made under the Teacher Development account are non-taxable. A committee consisting of two representatives from the Union and two representatives from the Board will determine the allocation of any monies not expended from the fund on August 31, 2006. A financial report shall be presented by the Board to the Committee.

Dated this _____ day of May, 2005.

For the Board

For ETFO:

Letter of Understanding

Between

The Limestone District School Board

And

Elementary Teachers' Federation of Ontario, Limestone Local

RE: Retirement Gratuity

The parties agree to refer the matter of the reinstatement of the full gratuity for the public elementary teachers employed by the Limestone District School Board to the Provincial Stability Commission.

Dated this 2nd day of June, 2005.

For the Board:

For ETFO:

IN WITNESS WHEREOF THE LIMESTONE DISTRICT SCHOOL BOARD HAS HEREUNTO AFFIXED ITS CORPORATION SEAL, ATTESTED BY ITS PROPER OFFICERS IN THAT BEHALF:

THE LIMESTONE DISTRICT SCHOOL BOARD

Chair

Director of Education and Secretary

Chair, Negotiating Committee

Date

In WITNESS whereof the Branch Affiliates have executed this Agreement attested by the authorized representatives of the Elementary Teachers' Federation of Ontario, Limestone Local representing the teachers employed by The Limestone District School Board:

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO, LIMESTONE LOCAL

President/Chief Negotiator

Provincial Representative

Date