

**COLLECTIVE AGREEMENT**


**BETWEEN**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD  
(BOARD)**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(ETFO)**

**SEPTEMBER 1, 2002 TO AUGUST 31, 2004**

**Elementary**   
**Teachers'**  
*Federation of Ontario*

11247/041

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## **ARTICLE 1 - PURPOSE**

- 1.0 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The employer being the Hastings and Prince Edward 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 Teachers employed by the Board in its elementary panel save and except occasional Teachers.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

## **ARTICLE 3 - UNION DUES AND ASSESSMENTS**

- 3.01 Effective September 1, 1998, the Board shall deduct, for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the Union on the 15<sup>th</sup> day of the month following the pay period. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, addresses, work sites, wages earned and dues and assessments deducted.

## **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

### **4.01 Reasonable Exercise of Rights**

The Board agrees that its rights and responsibilities shall be exercised in a manner that is reasonable, equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes.

### **4.02 Statutory Responsibilities**

The Board agrees to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder, except as provided herein.

4.03 **No Penalty**

The Board agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

4.04 **No Discrimination**

The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, teaching assignment, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, family status or disability or by reason of membership or activity in the Union.

4.05 **Evaluations**

Only supervisory officers, elementary principals and vice-principals shall evaluate a Teacher's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.

4.06 **Evaluation Policy**

The Board's policies/procedures shall be revised and updated in consultation with the Union. Teachers shall only be evaluated in accordance with these policies/procedures. Such policy/procedures shall include the following:

- all evaluations shall be in writing signed by the evaluator(s) with a copy to the Teacher;
- the Teacher shall be given at least one school day's prior notice of any scheduled classroom observation;
- the Teacher may request that s/he be observed in other situations within the Teacher's assignment;
- a meeting may be held to review and discuss the evaluation, prior to the final evaluation report;
- the evaluation report shall be given to the Teacher within 15 days of the date of the evaluation;
- the Teacher shall be given 3 school days upon receipt of an evaluation to make written comments regarding the report.
- no documents based on hearsay evidence or unfounded parent complaints will be used in the evaluation process or added to a Teacher's file;
- no Teacher shall be disciplined or be subjected to any adverse effect as a sole consequence of any student test result;
- the Board and ETFO shall develop a process for the formulation of an evaluation policy.

#### 4.07 **Just Cause**

- 4.07.01 No Teacher shall be demoted, discharged, dismissed or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within 5 (five) calendar days from the time the Teacher is informed of any such action.
- 4.07.02 Prior to the imposition of any of the actions listed in (a), 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. Should the Board fail to hold such a meeting, any of the actions listed in (a) which the Board may have decided to impose shall be null and void.

#### 4.08 **Terminations**

A Teacher whose employment is to be terminated for any reason shall be given notice by the Director in writing together with written reasons therefore. Terminations shall be subject to Section 4.07 (Just Cause). No Teacher shall be terminated for any reason save through the process outlined above.

This provision does not apply to lay-offs (see Transfer & Surplus Sections).

#### 4.09 **Board to Provide Insurance**

The Board shall provide insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary **loss** or liability on the part of Teachers covered by this Collective Agreement.

#### 4.10 **Retirement and Resignation Dates**

- 4.10.01 The following resignation dates shall not apply to Teachers who are Surplus to the System as described in Article 38.
- 4.10.02 A Teacher shall provide written notice by November 30 of the intention to resign effective December 31 or January 31, and by April 30 of the intention to resign effective June 30 or August 31, except for Teachers who are resigning with the intention to retire, as per Section 4.10.03 below.
- 4.10.03 In order to accept a Commuted Value Pension payment from the Ontario Teachers' Pension Plan, Section 4.10.02, Retirement and Resignation Dates, shall not apply. To qualify for a Commuted Value Pension payment, the Teacher shall provide a written resignation letter for the purpose of retirement, by November 30 to be effective December 31 to June 29, and by April 30 if the Teacher intends to retire between June 30 and the last school day in December. Every effort will be made to encourage the Teacher to plan the retirement

date such that it minimizes disruption to program delivery.

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

## **ARTICLE 5 - VACANCIES**

- 5.01 A "vacancy" under this Article means a teaching assignment covered by this Collective Agreement that is unoccupied because:
  - 5.01.01 the incumbent has been transferred, promoted, or has resigned; or
  - 5.01.02 a vacancy has occurred as defined by current legislation, or
  - 5.01.03 enrolment increase has created a new teaching vacancy, or
  - 5.01.04 a teacher is on a personal leave of absence of one full year or longer,  
or
  - 5.01.05 the incumbent has died.
- 5.02 **Posting of Vacancies**
  - 5.02.01 The Board, in consultation with the Joint Staffing Committee, shall post all known vacancies to Teachers covered by this Collective Agreement for September 1 openings.
  - 5.02.02 The Board, in consultation with the Joint Staffing Committee, shall fill mid-year vacancies according to the following criteria in progression:
    - 5.02.02 .01 Consideration of Teachers on Recall List (see 38.12.11.09),
    - 5.02.02.02 Consideration of part-time to full-time increased teaching time requests (40.08),
    - 5.02.02.03 Consideration of Teacher transfers that are beneficial to the elementary system,
    - 5.02.02.04 Consideration of posting of positions to qualified applicants, and/or
    - 5.02.02.05 External hiring as a probationary Teacher.
  - 5.02.03 All postings shall include the title of the position, description of duties, requisite experience if any, qualifications, any applicable allowances, effective date, and, if it is a temporary vacancy, the probable duration.

- 5.02.04 Mid-year vacancies as described in 5.02.02.05 above, will be considered temporary vacancies for the duration of the school year. These temporary vacancies will be advertised internally for permanent assignment as of the subsequent September. The probationary Teacher who has filled the mid-year vacancy will maintain the contractual entitlement of that position and will be permitted to apply for all September vacancies, in accordance with the Transfer and Surplus/Mobility Process in the collective agreement.

### 5.03 **Internal and External Advertising**

- 5.03.01 **Internal Advertising Durina T & S**  
In the event that a vacancy occurs prior to the completion of the Transfer and Surplus (T&S) Process, and it is determined by the Joint Staffing Committee, that no Teacher who remains on the Teacher Available for Transfer (TAT) and Surplus to the System (STS) lists would or could qualify for an available position in a subject area requiring additional Ministry certification, the Board may proceed to advertise internally.
- 5.03.02 **Part Time Teachers**  
Part time Teachers who have indicated to the Human Resources Department their desire to increase their contractual entitlement, will be considered by the Joint Staffing Committee, prior to external advertising. (See also 38.12.1 1.09)
- 5.03.03 **External Advertising Durina T & S**  
If it is determined by the Joint Staffing Committee, prior to the completion of the Transfer and Surplus (T&S) Process, that the Board will be in an overall Teacher hiring position once the Transfer and Surplus (T&S) process is completed, the Board may proceed to advertise externally any unassigned positions considered to be available.
- 5.03.04 **External Hiring**  
External hiring for positions with the Hastings and Prince Edward District School Board will normally be done only after all TAT, STS and consideration of increases in contractual entitlement have been considered. External advertising will occur only after internal advertising has not filled a vacancy except as authorized by the Joint Staffing Committee.
- 5.03.05 **Advanced Pool Hiring (external)**  
In the event that the Board anticipates the need to offer employment to applicants prior to the staffing procedures described in this Collective Agreement, the Board will advertise externally for an advanced pool of Teachers following consultation with the Joint Staffing Committee. No Teacher will lose his/her employment

entitlement with the Hastings and Prince Edward District School Board as the result of external hiring. Offers to advanced pool candidates will not interfere with the rights of any current members as described in the Collective Agreement. Teachers hired externally will be assigned to the Education Centre until such time as they are assigned to an elementary school by the Joint Staffing Committee.

## **ARTICLE 6 - TRANSFERS**

### **6.01 Transfers to Alternate Location**

Except by mutual consent, no Teacher shall be transferred by the Board from one school to another which is located more than 40 (forty) kilometers from the original school unless it does not increase the driving distance from the Teacher's home.

### **6.02 Mid-Year Transfers**

All Teachers who are transferred to a new school site or assigned a new/additional grade within the school, after the school year has started, whether or not the transfer to a new school site or assignment of a new/additional grade is by mutual consent, shall be entitled to be notified at least 5 (five) school days in advance of the transfer/assignment at least 2 (two) of which shall be preparation days without supervision or other duties for the purpose of preparing for the new assignment. Teachers receiving increases in contractual entitlement may be excluded from this benefit. Appeals concerning this decision may be made to the Joint Staffing Committee for consideration.

### **6.03 Elementary Teachers Located in Secondary Schools**

Elementary Teachers will be transferred along with the Elementary students who are relocated in a Secondary School. Elementary Teachers who are relocated in a Secondary School may exchange teaching responsibilities with Secondary Teachers.

## **ARTICLE 7 - PROBATIONARY PERIOD**

### **7.01 Rights/Duration**

During the probationary period of up to one year for new Teachers, a clear process for evaluation will be in place. (One year means up to 10 months of active teaching. This probationary period of up to 10 months will not extend beyond two school years.)

### **7.02 Evaluation During Probationary Period**

in the event that the Teacher is to receive an adverse written report, the Teacher has the right to union representation. The union will designate the Union representative.

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**8 - PERSONNEL & MEDICAL FILES, ACCESS TO** **ORMA1**

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**8.01 Personnel Files**

- 8.01.01 The only non-medical personnel file respecting a Teacher shall be maintained by the Board and shall be available and open to the Teacher for inspection in the presence of a designated Board representative at any reasonable time during the regular working hours.
- 8.01.02 A Teacher shall be entitled upon request to copies, without cost, of any materials contained in her/his personnel file.
- 8.01.03 Where a Teacher authorizes in writing access to her/his personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 8.0 .04 Teachers shall receive copies of any materials placed in their personnel files within 3 (three) calendar days of the material being filed.
- 8.0 .05 **Documents Respecting Performance or Conduct**  
Copies of any document respecting the performance or conduct of a Teacher shall be given to the Teacher within 3 (three) calendar days of the writing of such document and at least 3 (three) school days prior to the document being filed.
- 8.01.06 **Signature Not Approval**  
The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 8.01.07 A Teacher shall have the right to place material in her/his personnel file.

**Disputing Accuracy and Completeness**

- 8.01.08 A Teacher shall be entitled to correct inaccuracies or errors in documents contained in the personnel file or to append notices of corrections or inaccuracies to documents within the file which, in the Teacher's opinion, possess errors or inaccuracies.
- 8.01.09 If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within 15 (fifteen) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall

notify the Teacher in writing of its decision including reasons for that decision.

8.01.10 In the event the report is amended all copies of the original report shall be destroyed and replaced by the amended report.

8.01.11 **Material To Be Removed**

Disciplinary material shall be removed from a Teacher's personnel file after 2 (two) years and returned to the Teacher, provided there have been no other disciplinary documents added to the file during the two year period. Evaluations shall be removed from a Teacher's file after 2 (two) years and returned to the Teacher if the Teacher so requests. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Teacher in order to demote, dismiss, discharge, or discipline the Teacher in any way, nor shall it be used against the Teacher in any arbitration or any other legal proceeding.

8.02 **Medical Information**

The Board shall keep any medical information in separate files accessible only to appropriate health care professionals and the Teacher.

8.03 **Access To Board Minutes by Union and Teachers**

The Board shall provide to the Union copies of any public agendas, minutes and support documents at least two (2) days prior to all Board meetings and public Board committee meeting minutes.

The Board shall permit a Teacher to inspect and make copies of minutes of all public meetings of the Board and public meetings of committees of the Board.

8.04 **Data for Negotiations**

8.04.01 The Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of the Collective Agreement including but not limited to the following:

8.04.01.01 A statement of the current operating budget, including any school-by-school or Board-wide allocations for Teachers;

8.04.01.02 A statement of the current operating expenditures;

8.04.01.03 The number of Teachers participating in each benefit plan covered by this Agreement and the current premium cost of that participation;

8.04.01.04 Information on staffing, class size, and enrollment;



8.04.01.05 Any documents received from government sources which relate to the funding and operation of the Board.

8.04.02 **Accuracy May Be Disputed**

Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under Section 8.04 above.

8.05 **Board, Policies, Practices and Guidelines**

Copies of all Board policies, practices and guidelines are to be forwarded to the local ETFO president.

When revisions are submitted to the Board or school administration for information or approval, a copy will be forwarded to the local ETFO.

**ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT**

Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Board expense, within 30 (thirty) days of the signing of the agreement. Each applicant, when accepted for employment, shall be provided with a copy of this Collective Agreement at Board expense.

**ARTICLE 10 - SALARY AND ALLOWANCES**

10.01 **Credits and Contributions**

Annually, on or before October 1, the Board shall provide to each Teacher a notice of accumulated sick leave credits in both Bank "A" and Bank "B".

10.01.02 Upon request, the Board shall provide to the Local President, or designate, the names, home addresses and work location, telephone numbers, FTE, OTC registration numbers, credit for teaching experience for grid purposes, and any other information deemed necessary for the bona fide purpose of the Union within its duty as the collective bargaining representative of the employees.

10.02 **Method of Payment - Bi-weekly Payroll Procedures**

10.02.01 Teachers and part-time Teachers on a pro-rated basis, will be paid all salaries owing or accruing due. Twenty-six equal installments will be paid every second Friday commencing with the last Friday in August. Payment shall be made on the Thursday where Friday is a holiday.

10.02.02 Part-time Teachers whose service commences after the beginning of the school year shall be paid all salaries owing or due, commencing on the first full pay date in that period worked.

10.02.03 Teachers who leave the Board's employ will be paid any salary owing, up to the last day worked in accordance with the pay periods described here-in. Upon request, the Teacher will be paid this salary in a lump sum payment. A lump sum payment may result in a larger tax withholding, and a corresponding reduction in net pay. A lump sum payment in June will also result in a loss of Board paid benefit coverage during July and August .

10.02.04 Where a Teacher works only a part of the school year, the Teacher shall be paid  $1/194$  times the number of days worked.

10.03 **Statement of Salary and Deduction**

On the dates stipulated above, the Board will pay the Teacher by direct deposit. The Teacher will be provided with a statement of current pay, year-to-date pay and deductions.

10.04 **College of Teachers' Deduction**

The Board will deduct College of Teachers' fees from all eligible teaching staff as determined by the College of Teachers.

**10.05 Salary Grids**

The parties agreed to grid adjustments for the 2002-2003 school year as follows:

- 10.05.01 2002-2003 grid increase of 2.8% September 1, 2002, and 1.37% June 27, 2003;
- 10.05.02 Compress the salary grid to 11 years by removing Step 11 effective September 1, 2003;
- 10.05.03 All Union members will be placed appropriately on the following grid, representing a 2.7% salary increase to a maximum of \$75,038.00, effective September 01, 2003:

Year	STEP				
	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	33043	34445	37419	40965	44357
1	34608	35741	38697	42884	46164
2	36523	38225	40231	44805	47400
3	38594	40314	41208	46723	48635
4	40239	42785	43255	49399	51570
5	41877	44994	45475	52072	54501
6	43704	47457	47952	54744	57436
7	45604	49397	50689	57418	60368
8	47630	52412	53462	60088	63300
9	49711	54819	55596	62762	66232
10	51414	57439	58172	65436	69164
11	55913	59499	63510	70780	75038
Ult.	59499				

10.05.04 All Union members will be placed appropriately on the following grid, representing a 1.3% salary increase to a maximum of \$76,013.00, effective August 31,2004:

Year	STEP				
	CAT. A	CAT. A1	CAT. A2	CAT. A3	CAT. A4
0	33473	34893	37905	41498	44934
1	35058	36206	39200	43441	46764
2	36998	38722	40754	45387	48016
3	39096	40838	41744	47330	49267
4	40762	43341	43817	50041	52240
5	42421	45579	46066	52749	55210
6	44272	48074	48575	55456	58183
7	46197	50039	51348	58164	61153
8	48249	53093	54157	60869	64123
9	50357	55532	56319	63578	67093
10	52082	58186	58928	66287	70063
11	56640	60272	64336	71700	76013
Ult.	60272				

10.05.06 **Pen Ult. (PEd.) And Ult.**

Teachers currently employed as of September 01, 1998 who have been classified by their previous Collective Agreements, in the "Pen Ultimate" (Prince Edward) And "Ultimate" Cells will continue with this classification.

10.05.07 **Newly Hired Teachers**

Newly hired Teachers shall be paid in Category A I until such time as they provide proof of a different category classification.

10.05.08 **Part Time Teachers**

Teachers with less than a full-time assignment shall be paid pro rata based on their assignment percentage.

10.05.09 **Salary for Part of a Year**

Where a Teacher is employed to work only part of the school year, and is paid within that period, the salary will be in proportion that the number of days worked compared to the total number of school days in the school year.

10.06 **Grid Placement - Credit For Teaching Experience - From Other Boards/Jurisdictions**

The following shall apply for the purpose of determining the annual salary appropriate to a Teacher's teaching experience:

10.06.01 All Teachers shall be entitled to a salary allowance for all previous certified teaching experience approved by this Board and its predecessor Boards up to and including, but not exceeding, the maximum salary in the salary level appropriate to their qualifications. Previously certified teaching experience gained prior to or during the 1998 - 2000 collective agreement will continue to be recognized as described in the 1998 - 2000 Hastings and Prince Edward District School Board Collective Agreements, except as agreed by the Board and ETFO.

**Teaching Experience From Other Boards/Jurisdictions**

10.06.02 The amount of teaching experience to be allowed for new appointees to the teaching staff shall be as in Section 10.06.01.

10.06.03 Approved and certified teaching experience is defined as teaching in a publicly supported school or, at the discretion of the Director of Education, in a privately supported school. Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Ministry of Education and Training of Ontario, or in a Teachers' College or College of Education under the Ministry of Education and Training of Ontario, a University, or with the Human Resources Development Canada Retraining Program in a regular certified program will be admitted as approved and certified teaching experience for salary allowance purposes provided that the Teacher was in possession of an Ontario Teaching Certificate for the period(s) involved. Credit given will be pro-rated for teaching for part of a school year.

10.06.04 Approved and certified teaching experience as a Hastings and Prince Edward District School Board occasional teacher will be recognized if it includes:

10.06.04.01 the occasional teaching taught with this Board replacing one absent Teacher, for an unbroken period of not less than five (5) months;

- 10.06.04.02 separate contractual periods that add up to 5 months or more in any year;
- 10.06.04.03 a total of 175 or more occasional teaching days during 3 consecutive school years, to be credited with one **(1)** year teaching experience;
- 10.06.04.04 sections 10.06.04.02 and 10.06.04.03 are subject to successful computerized elementary occasional Teacher record maintenance or proof that is acceptable to the Board supplied by the Teacher within 30 days of hiring.

Occasional elementary teaching experience, prior to September 01, 1998, will continue to be recognized as described in the former Prince Edward County Board of Education and the Hastings County Board of Education 1997-1998 Collective Agreements.

- 10.06.05 Individual approved and certified teaching experience as described above for a full year and for less than a full school year including long-term occasional teaching experience, shall be credited as described above.

Examriles:

- 10.06.05.01 Approved teaching experience for a full year = 1.0 yrs.
- 10.06.05.02 Approved teaching experience for 5 months = 0.5 yrs.
- 10.06.05.03 Approved ½ time teaching experience for a full year = 1.0 yrs.
- 10.06.05.04 Approved ½ time teaching experience for 5 months = 0.5 yrs.

10.06.06 **Total Credit For Teaching Experience - Grid Placement**

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All individual approved and certified teaching experience and teaching experience for less than a full school year including long-term occasional teaching experience, shall be evaluated and calculated as described above, and totaled for Grid Placement recognition.

Examriles:

Teachers have accrued the following teaching service for Grid placement recognition as provided for above:

- 10.06.06.01 6 mo. + 4 mo. + 20 mo. + 7 mo. = 37 mo. = 3.7 yrs.
- 10.06.06.02 20 mo. + 3 mo. + 10 mo. + 1 mo. = 34 mo. = 3.4 yrs.

10.06.06.03  $1.0 \text{ yr} + 0.5 \text{ yr} + 0.5 \text{ yr} + 0.25 \text{ yr} = 2.25 \text{ yrs.}$

In the event that fractions of a year occur in the Grid Placement Total, the Teacher's full experience record will be evaluated for grid placement credit.

10.06.07 **Teaching Experience Accumulation** **if a member of ETFO HPE**

The Total Credit For Teaching Experience determination, as calculated above, will form the initial placement for grid experience. Subsequent accumulations of grid experience will be calculated as described above, and added to this total.

10.06.08 **Grid Placement Retroactivity Limits**

A Teacher requesting information from another jurisdiction should file a copy of the request(s) for certification of previous teaching experience with the Human Resources Officer, Teaching Staff, coincident with the request to other Board(s). A Teacher shall be entitled to the salary rate reflected in the higher grid placement retroactive to the first day of teaching for this Board, or the beginning of the current school year, whichever is less.

10.06.09 **Full Retroactivity**

In the event that a copy of the request for certification of previous teaching experience was sent to the Board, as described in 10.06.08 above, retroactivity to the beginning of that school year will be allowed.

10.07 **Determination of Salaries**

10.07.01 **Category Classification Level**

Establish the correct Category Classification Level on the Salary Schedule according to QECO Certification Plan(s) or as otherwise provided for in this agreement. (See Section 10.09 - QECO - Category Classification)

10.07.02 **Increment**

In the Classification Level decided according to Section 10.07.01 above, establish the correct number of full years of approved and certified teaching experience, such placement not to exceed the number of years of experience provided for in the Level concerned. (See 10.06)

10.07.03 **Allowances for Training and Related Experience**

Add to the salary arrived at in Sections 10.07.01 and 10.07.02 above, any related experience allowance to which the Teacher may be entitled under this agreement, provided that the combined teaching

and related experience allowances do not exceed the maximum salary provided for in the Level concerned. (See 10.06)

10.07.04 **Responsibility and Additional Degree Allowances**

Add to the salary arrived at in Sections 10.07.01, 10.07.02, and 10.07.03 above, any responsibility and additional degree allowances provided for in this agreement.

10.08 **No Adverse Effect**

No Teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Sections 10.06 and 10.07 or by reason of implementation of the new Collective Agreement.

10.09 **QECO - Category Classification**

Each Teacher's category classification on the salary grid shall be determined by the application of a QECO program with the following considerations:

- 10.09.01 Throughout this agreement references to The Qualifications Evaluation Council of Ontario (QECO) Evaluation Statements are related to The Qualifications Evaluation Council of Ontario Teacher's Qualifications Evaluation Programme 3 or Programme 4 and any subsequent amendments to these programmes or to future programmes.
- 10.09.02 Each Teacher shall be placed in the salary level appropriate to the statement of evaluation.
- 10.09.03 Each elementary school Teacher shall obtain a Statement of Evaluation under a Qualifications Evaluation Council of Ontario (QECO) Programme and submit this to the Human Resources Department.
- 10.09.04 Teachers who are not qualified to teach in the elementary schools under current Regulations or who are teaching for the year under a letter of permission from the Ministry of Education and Training, will be placed in Category A I, Increment 0 until such time as they achieve a QECO rating.
- 10.09.05 A Teacher whose Statement of Evaluation under The Qualifications Evaluation Council of Ontario (QECO) Programme 3 or The Qualifications Evaluation Council of Ontario (QECO) Programme 4 places them in either Category D, C or B shall be placed in Category A Experience Level 12 except as outlined in the 1997-98 elementary Collective Agreements of the two former Boards of Education.



10.10 **Category Changes - Salary Level Adjustment**

10.10.01 For elementary school Teachers the QECO Certification Statement endorsed with a category rating is the document accepted by the Board for the purpose of making salary level adjustments.

10.10.02 Upon receipt of a QECO Certification Statement, a Teacher shall be paid retroactively to the first day worked at the salary level appropriate to the higher category rating. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked. In situations where the QECO rating is subject to appeal procedures, timelines shall be extended to accommodate the appeal process, subject to an October 31 of the following year deadline.

10.10.03 **Full Retroactivity**

To ensure full retroactivity of Salary Level Adjustment, a Teacher requesting a change in category by QECO under the QECO Certification Plan(s) should file a copy of the application for certification change with the Human Resources Officer, Teaching Staff, coincident with the application to QECO .

10.10.04 **Certification Change Retroactivity Limits**

A Teacher who does not file a copy of the application for certification change with the Board as described in 10.10.03 above by August 31 of the current school year, shall be entitled to the salary rate reflected in the higher category, retroactive to the date of certification effectiveness in accordance with 10.10.02 above, or the beginning of the current school year, whichever is less.

10.11 **Responsibility Allowances for ETFO Teachers**

10.11.01 **ETFO Temporary \_\_\_\_\_ / rincipal**

A Teacher promoted to a position of temporary principal or temporary vice-principal shall be paid, in addition to the salary appropriate to the Teacher's teaching experience, related experience and qualifications, an annual allowance of \$3500.00 The Teacher in the temporary position will remain a fee-paying member of the union. The temporary position is defined as one year or less. Schools that are assigned an ETFO temporary Principal/Temporary Vice-Principal will be allotted Occasional Teacher allotment of up to \$1,500 to provide for additional release time for the ETFO Temporary Vice-Principal/Principal to manage school emergencies, in the absence of the Board's regularly designated school leader.

10.11.02 **Teacher In Charge**

10.11.02.01 In the event that the Board's regularly designated

school leader is absent for a half-day or more, a Teacher shall be asked to assume Teacher In Charge responsibilities during that absence with commensurate release time for the Teacher In Charge.

- 10.11.02.02 The Teacher in Charge shall be paid a per diem rate of \$30.00 in addition to the employee's regular salary. Payment will be made in full or half days. The Teacher In Charge will receive this extra payment on the last pay date in December and the last pay date in June.
- 10.11.02.03 The Teacher will continue to be subject to all terms and conditions of this Collective Agreement, and shall not discipline or evaluate other members of the Bargaining Unit.
- 10.11.02.04 Nothing in this Article prevents the Teacher from declining the opportunity to assume the Teacher In Charge duties.
- 10.11.02.05 An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal.

10.11.03 **Twinned School Allowance**

A Principal or Vice-Principal will be designated to each twinned school site. When the Principal and/or Vice-Principal are unavailable and unable to return to their designated school on a regularly scheduled basis, a Teacher(s) shall be asked to assume Twinned School Administrator (TSA) responsibilities during their absence. The allowance for a TSA will be \$1,750.00 per school year. Each school that qualifies for a TSA will be allotted additional release time of up to eight (8) days per school for staff to manage school emergencies, in the absence of the Board's regularly designated school leader. School staff may share the allowance and responsibilities. If no volunteers are forthcoming from a school's staff to accept the TSA assignment, the TSA allowance of \$1750.00 shall be converted into an additional 14 days of release time.

10.11.04 **System and School Group Co-ordinators: System Special Education Resource Teachers:**

A Teacher assigned by the Board the additional responsibility of a coordinator at the system or school group level, or assigned the additional responsibility of system Special Education Resource Teacher for Developmentally Delayed students, shall be paid, in addition to the salary appropriate to the Teacher's teaching experience, related experience and qualifications, an allowance for additional responsibility as follows:

Coordinator	- Board Support Staff	\$3,500.00
	- Special Ed. Resource (Dev. Delayed)	\$3,500.00
	- School Group Resource Staff	\$3,500.00

No individual shall be paid more than one full-time equivalent (f.t.e.) responsibility allowance. The responsibility allowance will be pro-rated based on the percentage of time assigned to the position. (Example: ½ time Consultant = \$3500 X ½ = \$1750 allowance).

**10.11.05 Creation of New Position of Responsibility**

10.11.05.01 Any Teacher appointed to a position of responsibility referred to in this Agreement shall be paid the appropriate allowance.

10.11.05.02 The Board may create or designate new positions of responsibility. It is agreed that where a new position of responsibility is to be filled by a Teacher who comes within the scope of this agreement, the salary or allowance for the position will be negotiated.

10.11.05.03 The Board, upon creation of any position(s) not included in this agreement and before the hiring of any member to fill such position(s) shall notify, in writing, the President of the Union.

The Board shall post in every school a notice of every new position at least 10(ten) school days before the position is to be filled and invite applications. Those to be interviewed will be notified.

Concurrently a copy of such notice shall be sent to the Union and to the home and address of each Teacher who is on leave (at Teacher request) or who is entitled to recall under this Collective Agreement.

10.11.05.04 The Board and Union shall negotiate the salary and allowances, therefore, of any new position as referred to in 10.11.05.01. Such salary and allowances shall be retroactive to the date of appointment of the member.

10.11.05.05 When the salary and allowances for any new position of responsibility have been agreed to as in 10.11.05.02, this agreement shall be amended.

**10.12 Additional Degree Allowance**

**10.12.01 Definitions of Additional Degrees**

10.12.01.01 A post-graduate degree is an earned degree at the

Doctoral level.

10.12.01.02 A graduate degree is an earned degree at the Master's level.

10.12.01.03 An additional degree is an earned degree (usually a Bachelor's Degree) conferred after the first undergraduate degree.

10.12.02 **Evaluation**

All degrees for which additional allowances are made are to be degrees from a Canadian University. Where degrees have been conferred by other than a Canadian University, the holder is responsible for providing equivalence to a Canadian Degree at the same level.

10.12.03 **Additional Degree not used for QECO Certification**

Where a second degree or part of that degree is used for the purpose of obtaining a higher Qualifications Evaluation Council of Ontario (QECO) Certification Rating Statement Category, the degree shall not qualify for any additional allowance.

10.12.04 **Additional Degrees Not Recognized**

No allowance will be made for Bachelor of Education or Bachelor of Divinity Degree.

10.12.05 **Allowances**

10.12.05.01 For a Master's Degree (or B. Paed.) Allowance shall be \$650.

10.12.05.02 For a Doctoral Degree the allowance shall be \$1,260.00. (only one of these degrees may be claimed)

10.12.05.03 For certain second degrees (such as BLSc, Bph) where the degree is related to the Teacher assignment, an allowance of \$350.00 will be made.

10.12.05.04 Only one additional degree allowance is payable to an eligible Teacher.

10.12.06 **All Teachers Eligible for Additional Degree II 1**

Allowance for additional degrees, as described above, shall be permitted to pierce salary maxima.

10.12.07 **Salary Adjustments Due to Additional Degrees**

Salary Adjustment occasioned by the acquisition of a second graduate or post-graduate degree will be made in the same manner as a change in salary level (see Section 10.10)

10.13 **Payroll Deductions**

With the authorization of the Teacher, the Board shall make the appropriate payroll deductions from a Teacher's pay for the following purposes:

Canada Savings Bond purchases  
Group RRSP contributions  
UnitedWay contributions

**ARTICLE 11 - EXPENSES**

11.01 **Expense Allowances**

A Teacher shall be reimbursed each month for authorized out-of-pocket expenses upon presentation of appropriate receipts and documents.

11.02 **Professional Development Expenses**

The Board shall reimburse a Teacher for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher as required by the Board.

11.03 **Travel Expenses**

11.03.01 A Teacher who travels between schools during the school day shall be reimbursed for such travel at the Board approved rate for academic personnel.

11.03.02 In respect of other travel authorized by the Board, a Teacher shall receive reimbursement at the Board approved rate for academic personnel.

11.04 **Retraining and Professional Upgrading**

11.04.01 The Board shall provide a fund of \$35,000./school year for retraining and professional upgrading. The screening and approval of funds will be done by the Local Union. The Board will rebate the \$35,000. fund to the Local Union by November 15<sup>th</sup> and the Local Union will provide an accounting of the use of the funds upon request of the Board.

For the 2003-2004 school year, the Retraining and Professional Upgrading fund will be \$30,000.

- 11.04.02 Applicants should apply in writing, to the Local Union before October 01, or such other dates as may be determined by the Local Union and the Board in the year following the successful completion of the course. (See 11.04.08 for late applications.)
- 11.04.03 **Eligibility**
- 11.04.03.01 Teachers declared TAT (Teachers Available for Transfer) at their school in the current year, OR
  - 11.04.03.02 Teachers affected by Transfer and Surplus (T & S) procedures, OR
  - 11.04.03.03 Teachers in a teaching assignment for the next year requiring special/additional certification, OR leading to additional certification in French, OR
  - 11.04.03.04 Teachers successfully completing a course contributing to professional growth, **OR**
  - 11.04.03.05 Teachers on an approved sabbatical leave may apply to further subsidize tuition costs.
  - 11.04.03.06 Applicants must be members of the Local during the period of time that the course was taken and at the time of approval.
- 11.04.04 Funds will be allocated on a priority basis beginning with 11.04.03.01
- 11.04.05 Only those courses equivalent to Ministry of Education standards or recognized by the Ontario College of Teachers or QECO will qualify for assistance.
- 11.04.06 Teachers applying for subsidy in consecutive years will be considered only after funds have been allocated to first-time applicants.
- 11.04.07 The following details must be provided in your application:
- (a) teaching assignment for September
  - (b) course name, location, duration, sponsor
  - (c) cost of registration, books, other
  - (d) other information from yourself or school principal to support your application, i.e. relate to pertinent eligibility Section above
  - (e) indicate all funding requested from other sources (how much/where?). Duplicate funding beyond total course expenses will not be approved. Original receipts or other acceptable proof may be required.

**11.04.08 Allocation**

Funds up to \$350.00 for a half course or up to \$500.00 for a full course may be available for each eligible application. Determination of the actual amount of allocation will be based on the number of applicants who have applied by the deadline, divided into the amount in the fund, in accordance with the above criteria. No allocation of monies from this fund will be made until after the deadline for applications. The Local Union will provide a list of successful applicants and the amounts to be paid by the Board. Any remaining funds will continue to be administered by the Local Union during the school year and will be made available for professional development, upgrading and activities at approved intervals.

Any funds remaining in the Retraining and Professional Upgrading Fund (11.04), the ETFO Elementary Staff Development Fund and the Technological Enhancement Fund (Article 49.0) may be shared among the three funds after allocations from each fund have ended. After March 31 of each school year, the combined surplus from the three funds, if any, will be applied to the Local ETFO Executive for distribution. In the event that the combined surplus has not been fully depleted in accordance with its guidelines by the end of June, additional approvals for late applicants to the Retraining and Professional Upgrading Fund, the ETFO Elementary Staff Development Fund and the Technological Enhancement Fund may occur, in accordance with these fund guidelines, or the surplus may be re-allocated by ETFO and the Board.

**11.05 ETFO Elementary Staff Development Fund**

- 11.05.01 The Board shall provide an ETFO Elementary Staff Development Fund of \$20,000.00 per school year for Teacher/Board concerns relative to curriculum needs, instructional practices, staff development and group professional activities as identified by the ETFO Elementary Staff Development Committee. The Board will rebate the \$20,000 fund to the Local Union by November 15<sup>th</sup> and the Local Union will provide an accounting of the use of the funds upon request of the Board.
- 11.05.02 These funds shall be administered by the ETFO Elementary Staff Development Committee.
- 11.05.03 The ETFO Elementary Staff Development Committee will be convened each September by the local ETFO President or designate.
- 11.05.04 The ETFO Elementary Staff Development Committee will consist of:
  - (a) The Local ETFO President (Chair of the ETFO E.S.D. Committee),

- (b) One or more additional ETFO Representative(s) to be named by ETFO,
- (c) The Superintendent of Human Resources, or designate.

11.05.05 The ETFO Elementary Staff Development Committee will prepare and advertise criteria for application by individuals and groups for funding by October 31 of each school year, or other time as is mutually agreed by the ETFO Elementary Staff Development Committee.

11.05.06 Fund application will be reviewed by the ETFO Elementary Staff Development Committee and funds will be allocated at least once each school year. Board coding for approved applications of Occasional Teacher expenses should be confirmed by the ESD Committee. A single page written report and/or invoices will be submitted to the ESD Committee subsequent to the activity/purchase. Pre-approvals may be given.

11.05.07 Any remaining ESD funds will continue to be administered by the ESD Committee during the school year at approved intervals. Any funds remaining in the Retraining and Professional Upgrading Fund (Section 11.04), the ETFO Elementary Staff Development Fund and the Technological Enhancement Fund (Article 49.0) may be shared among the three funds after allocations from each fund have ended. After March 31 of each school year, the combined surplus from the three funds, if any, will be applied to the Local ETFO Executive for distribution. In the event that the combined surplus has not been fully depleted in accordance with its guidelines by the end of June, additional approvals for late applicants to the Retraining and Professional Upgrading Fund, the ETFO Elementary Staff Development Fund and the Technological Enhancement Fund may occur, in accordance with these fund guidelines, or the surplus may be re-allocated by ETFO and the Board. Any remaining funds will continue to be administered by the Local Union during the school year and will be made available for professional development, upgrading and activities at approved intervals.

## **ARTICLE 12 - WORKING CONDITIONS**

### **12.01 School Year**

Teachers shall not be required to work any days preceding the official start of the school year for students except in years where 194 school days are not available between Labour Day and June 30.

No Teacher shall be required to work before the start of the school year for pupils unless this day is designated by the Board/ETFO joint committee as one of the 194 school days.



12.02 **School Timetables/Plans**

The Joint Staffing Committee will review school timetables and school plans annually to ensure compliance with the Collective Agreement

12.03 **Extra-Curricular Activities**

It is understood that extra-curricular activities are voluntary.

12.04 **Instructional Time**

The Parties agree that each Teacher's instructional time shall be as follows, which shall not be changed without the consent of the Union:

12.04.01 Part-time Teachers shall have their instruction-to-pupil time pro-rated,

12.04.02 The Board shall ensure that each full-time Teacher in elementary schools is assigned to provide instruction to pupils for no more than 1340 (thirteen hundred forty) minutes for each period of 5 (five) instructional days during the school year,

12.04.03 Instructional time is any time that a Teacher is required by the timetable to have students within their care.

**Preparation Time**

12.05 Exclusive of morning and afternoon recesses and the lunch period, each Teacher on a full-time assignment shall be assigned at least 160 (one hundred sixty) minutes free from supervisory, teaching or other duties within the scheduled working day and within each period of 5 (five) instructional days.

12.06 During each five day cycle, there will not be less than 150 minutes and the difference between the 150 minutes and the 160 minutes, for each five day cycle, will be fully distributed within each 20 day cycle; or during each six day cycle, there will not be less than 180 minutes and the difference between the 180 minutes and the 192 minutes, for each six day cycle, is fully distributed within each 20 day cycle.

12.07 In addition to the preparation time in Section 12.05, each Teacher will be permitted to schedule one day of preparation time per school year, in consultation with their Principal, exclusive of Professional Activity days, subject to availability of occasional Teachers.

12.08 In addition to the preparation time described in Sections 12.05 and 12.07, a half day of preparation time per school year, will be scheduled for elementary Teachers. The half day will be part of the second half on an **NI** Day. The date of this half day will be mutually agreed upon by the Union and Board through the Union/Management Committee.

#### 12.09 **Lunch Break**

Each Teacher shall receive each day an uninterrupted and continuous period of not less than forty **(40)** minutes for lunch, free from supervisory, teaching or other assigned duties (reference: Regulation 233/88/Section 3).

#### 12.10 **School Year Calendar Committee**

The number, scheduling and plans for N.I. days and exam days will be determined by the Joint ETFO/Admin School Year Calendar Committee. The Union will name their ETFO members. Teachers will follow these NI/exam day plans unless a prior approval for an individual school plan is given by the Committee.

#### 12.11 **N.I. Day**

Following the establishment of the number of professional activity days by the Ministry of Education and the scheduling of those days by the Tri-Board Committee plans for non-instructional days will be determined by the Union-Management Committee. Teachers will follow these non-instructional day plans unless a prior approval for an individual school plan is given by the committee.

#### 12.12 **Time for Travelling**

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

12.12.02 When travelling time occurs, it shall be exclusive of preparation time.

#### 12.13 **Workload/Split Grades**

12.13.01 Assignments in each school shall be allocated equitably.

12.13.02 A Teacher may request a review of assignments by the School Staffing Committee. The School Staffing Committee will convene, review and make written recommendations to the Teacher and Principal within two weeks, unless times are extended by mutual agreement.

12.13.03 **Split Grades**  
The School Staffing Committee will explore alternatives to minimize the impact of split grade classes.

#### 12.13.04 **Working Conditions**

The Joint Staffing Committee shall convene for the purpose of reviewing JK/SK class sizes each fall and make written

recommendations to the Senior Administrative Council regarding improvement to the educational environment.

When a Teacher believes an assignment is unreasonable, the situation will be referred to the Principal and the School Staffing Committee for review and adjustment. If the Teacher is not satisfied with the results of this review and possible adjustment, the Teacher may report the situation to the appropriate Supervisory Officer and the designated Union representative for further consideration. The appropriate Supervisory Officer and the designated Union representative shall meet with the Principal to review any situation which is reported to them.

12.14 **Educational Improvements and Efficiencies/ Supervision Time**

The Joint Staffing Committee will study methods of improving the educational environment in the elementary schools in the Hastings and Prince Edward District School Board.

The Committee will make recommendations to the Senior Administrative Council regarding improvements to the educational environment.

Supervision Time: During the January 01 to June 30, 1999 time frame, a particular emphasis will be placed on the issue of supervision time by Teachers in elementary schools.

12.15 **Teacher Absence**

The Board shall provide an occasional Teacher when a Teacher is absent. Teachers will not be required to cover other Teacher absences. Teachers will not be required to assume the instructional and/or supervision duties caused by a staff member's absence.

12.16 **Staff Meetings**

12.16.01 At the beginning of the school year, the School Staffing Committee will meet to discuss the desired timing and frequency for regular staff meetings.

12.16.02 Notice of regularly scheduled staff meetings shall be posted.

12.16.03 An agenda shall be distributed to all Teachers before the staff meeting.

12.16.04 Teachers may place items on the staff meeting agenda.

12.16.05 Where school union representatives are required to attend union meetings to represent their staff, after the scheduled working day, they shall be excused from school meetings, and shall receive meeting notes to keep them updated as required.

12.16.06 The ETFO School Steward may call school Teacher meetings from time to time to provide information, discuss issues and carry on union business. Such school meeting should not conflict with staff meetings. A suitable space in the school will be provided at no charge.

12.16.07 Staff meetings will end before 5:00 p.m. except with the consent of the School Staffing Committee.

#### 12.17 **School Support Persons**

12.17.01 **Educational Assistants**  
Educational Assistants who are assigned duties in classrooms are responsible to the Teachers of those students and to the principals of those schools.

12.17.02 Members of ETFO are not required to evaluate any other Board employee.

12.17.03 **School Support Person Job Descriptions**  
School Staffing Committees will be given copies of all School Support Person job descriptions, upon request.

#### 12.18 **Student Behaviour and Discipline**

The on-site school administrator will provide the necessary support in matters involving safety and discipline for all students in the school until the administrator designated for that class is available.

### **ARTICLE 13 - STAFFING NEEDS - STAFFING FORMULA**

13.01 Prior to March 1, the Superintendent of Finance shall calculate the anticipated system staffing needs, using the Board's projected average daily enrolment (ADE) for the following September. The Superintendent of Finance will send the staffing calculation spread sheets to the local ETFO President for review and verification of the calculations.

**Average Daily Enrolment (ADE)** is calculated based on the number of full-time equivalent students enrolled on the Ministry count dates as set in government regulations as approved by the Joint Staffing Committee.

#### **Core ADE**

For core staffing purposes at the school level, the ADE does not include students enrolled in self-contained special education classes. These classes are staffed through the central allocation of special education staff.

The anticipated system staffing needs will be based on the sum of the following components:

### 13.02 **CORE Teaching Staff**

CORE Teaching Staff are those Teachers who are required by the system to provide the school class size averages as described in the collective agreement and by the Ministry, and the required additional teaching staff who provide Preparation Time as described in Section 12.05. At the school level, these CORE Teaching Staff provide the timetabled curriculum delivery service to the school's classes, with attendant reporting expectations. The number of staff generated under this Section will be assigned to classroom teaching.

CORE Teaching Staff will be determined for a school, as described below:

- 13.02.01 **Primary CORE Staff.** Based on the ADE in a school's primary division, the primary CORE Staff allocation to each school will be based on a ratio of **24:1**.
- 13.02.02 **School CORE Staff.** Based on the ADE in a school, each school will be staffed on a ratio of 24.5:1.
- 13.02.03 **School CORE Prep Time Staff.** Based on the full time equivalent number of Teachers allocated to a school or program who require Preparation Time as described in Article 12, a factor of .119/FTE Teacher will be used to provide Preparation Time. (This staff will continue to be used to provide full class coverage for programs such as Music, Library, Phys. Ed., and Computers, and other subject areas.)

### 13.03 **System School Needs Staff**

Based on the elementary system's Core Average Daily Enrolment and using a factor that will not be less than 2.166/1000 full time equivalent of core students, the number of System School Needs Staff will be generated. This staff will be allocated to address individual school needs, including centrally assigned staff to the position of School Group Curriculum Resource Person. The number of System School Needs Staff and the number of School Group Curriculum Resource Staff will be determined following consultation with the Joint Staffing Committee.

#### **School Needs Staff Factor**

The difference between the number of System School Needs Staff and the number of School Group Curriculum Resource Staff will be used to determine the School Needs Staff factor by the Joint Staffing Committee for allocation to schools.

The principal in consultation with the School Staffing Committee shall determine the deployment of this School Needs Staff to meet individual school needs and priorities. (This staff can be used for a variety of school needs and priorities such as withdrawal music, individual/small group computer instruction, split grades, JK/SK Infusion, library, gifted, withdrawal remedial and other programs.)

#### 13.04 **Special Education Staffing**

Special Education Staffing allocations to all Special Education programs at all levels will be determined centrally, following consultation with the Joint Staffing Committee. Based on the Average Daily Enrolment, and using a factor which will not be less than 6.186 Teachers per 1000 full time equivalent students. The staff generated will be allocated to the elementary panel for the school year to provide additional programming alternatives for students.

##### 13.04.01 **School/ School Group/System Special Education Resource Staff/Coordinators**

The number of School, School Group and System Special Education Resource StaffKO-ordinators will be determined centrally, following consultation with the Joint Staffing Committee. This staff is part of the total described in Section 13.04. System Special Education Resource for Developmentally Delayed Students are included in this total.

##### 13.04.02 **Elementary Special Education Programs**

Segregated Special Education programs and classes will be determined centrally and deployed by the Superintendent of Special Education or designate, following consultation with the Joint Staffing Committee. Preparation Time Staff in accordance with 13.02.03 above, will be transferred to a school to support the system's allocation of any special education staff to a school, if deployment of the additional staff to a school necessitates the provision of preparation time by that school. This Special Education staff is part of the total described in 13.04.

##### 13.04.03 **Section 20 and Low Incidence Programs**

These Special Education staff are considered to be in addition to Special Education Staff as described in 13.04 and may require Core Prep Time Staff support as described above.

#### 13.05 **System Coordinators**

Based on an Average Daily Enrolment of 12,933 FTE students, 6 Teachers will be allocated to the elementary panel as System Coordinators. The responsibilities of these staff will be determined centrally.

#### 13.06 **Breakage Staff**

There will be an additional 2.0 F.T.E. staff which Superintendents may use to resolve staffing problems or other staffing anomalies that tend to arise each year. Such staffing will be allocated no later than September 30, unless approved otherwise by the Joint Staffing Committee.

**13.07 Total Minimum Elementary Staff**

Based on an Average Daily Enrolment of 12,933 full time equivalent students, 699 full time equivalent Teachers would be allocated to the elementary panel through the application of 13.01 - 13.06 for the next school year. The actual number of Full Time Equivalent ETFO members for 2001 - 2002 will be determined by the Board and ETFO for June 30, 2001.

**13.08 Staffing Adjustments**

Each September the Joint Staffing Committee will examine the actual enrolment, as compared to projected enrolment, in each school. A meeting of the Joint Staffing Committee shall be scheduled no later than the third week in September to review the enrolment and school needs data and make recommendations to the Board and Union for possible adjustments to staffing, if necessary. The Joint Staffing Committee will make recommendations to Senior Administration concerning necessary adjustments to staffing in each school. No adjustment in staffing during the school year will be made except by prior consultation with and approval by the Joint Staffing Committee.

13.09 The Joint Staffing Committee shall use the following Staffing Form when reporting the number of school staff to the principal and School Staffing Committee. With mutual consent, the form may be revised.

**ARTICLE 14 - RETURNING FROM LEAVES OF ABSENCE AND SUPPORT STAFF POSITION(S)**

14.01 Support Staff include Teachers who are System Co-ordinators, System Special Education Resource Teachers, School Group Resource Teachers and other Teachers designated by the Joint Staffing Committee.

14.01.01 A Teacher who begins a leave of absence or who begins a term of service on the Support Staff and who subsequently returns from the leave or who completes the term of service is subject to the staffing processes.

14.01.02 A Memorandum of Understanding between the Teacher and the Joint Staffing Committee specifies the agreed conditions of the assignment and of the re-entry into a school staff. Changes to this Memorandum must be mutually agreed upon by the Teacher and Joint Staffing Committee.

14.01.03 A Teacher who accepts a Support Staff position or ETFO approved Union Leave retains entitlement to return to the same school subject to the staffing processes and the Memorandum of Understanding between the Teacher and the Joint Staffing Committee.

14.01.04 Information concerning re-entry of Support Staff to a classroom

position will be submitted to the Joint Staffing Committee when it becomes available.

## **ARTICLE 15 - JOINT STAFFING COMMITTEE**

### **15.01 Composition of the Joint Staffing Committee**

The Joint Staffing Committee is composed of the Local ETFO President, the Local Grievance Officer and one other ETFO representative, one Superintendent, two representatives of Administration and the Human Resources Officer, Teaching Staff (non-voting), or their designates.

### **15.02 Responsibilities of the Joint Staffing Committee**

15.02.01 The Superintendent and the Local President (or designate) shall be co-chairs of the Joint Staffing Committee.

15.02.02 The Human Resources Officer, Teaching Staff, acts as Recording Secretary.

15.02.03 Minutes of each meeting of the Joint Staffing Committee shall be delivered to each member of the Committee three days following the meeting of the Joint Staffing Committee.

15.02.04 Signed Memoranda of Mobility, shall be kept on file. Copies shall be forwarded to the Local ETFO Office, and to the Hastings and Prince Edward District School Board.

15.02.05 The Joint Staffing Committee meets at the call of either of the Co-chairs.

15.02.06 To establish and modify, as required, time lines as necessary throughout the year.

### **15.03 Procedures of the Joint Staffing Committee**

15.03.01 The Joint Staffing Committee develops, reviews and alters such operating practices as it deems necessary for the efficient implementation of its mandate, provided that no practice contravenes the provisions of the Collective Agreement.

15.03.02 The Joint Staffing Committee shall be responsible for Mobility.

15.03.03 As information on the status of staffing becomes available, it will be released by agreement of the Joint Staffing Committee.



**AR 16 - DETERMINING STAFFING PROCEDURES, NEEDS AND VACANCIES**

- 16.01 Annually in October the Joint Staffing Committee reviews its staffing policies, processes and procedures. Recommendations from this review agreed to by ETFO Local and the Board shall become part of the operations of the Joint Staffing Committee for that year.
- 16.02 The Joint Staffing Committee verifies Board information concerning staff levels, including Average Daily Enrolment (ADE), School and County Staffing totals, staffing calculations and other data that is relevant and authorizes release of school staffing information to Principals and School Staffing Committee. (See T&S Process, Section 38.04.02 and Article 13, Staffing)
- 16.03 The Joint Staffing Committee will be consulted prior to determining the method to be chosen to fill vacancies. (See Vacancies, Article 5)
- 16.04 In the event that the Board determines that Teacher relocations will be required to meet program needs after September 1, the Joint Staffing Committee will develop and manage strategies that are consistent with the Collective Agreement. (See Article 39, September Enrolment Imbalances, & Article 6, Transfers).

**ARTICLE 17 - MOBILITY**

**17.01 Mobility Applications**

- 17.01.01 The Joint Staffing Committee (JSC) will invite applications for voluntary mobility annually, prior to initiating any Transfer and Surplus moves.
- 17.01.02 Teachers may apply for Mobility, by submitting an application for Mobility and such other information as the Joint Staffing Committee requires to the joint Chairs of the Joint Staffing Committee (see HPEDSB Information Form, Section 38.14).
- 17.01.03 Applications will be treated as confidential by the JSC.
- 17.01.04 The individual Teacher, when applying for Mobility, shall notify the school's principal and steward of their intent to apply for Mobility to allow for School Staffing Committee planning of potential program needs in the event that the Teacher's Mobility transfer is successful.
- 17.01.05 The Human Resources Department will confirm the receipt of the Teacher's Mobility Application to the Teacher's principal.
- 17.01.06 Teachers may reject mobility offers.

## 17.02 **Factors Related to Mobility and Reassignments**

- 17.02.01 Mobility is a voluntary process and should address staffing needs with consideration for geographic, academic and personal requirements. Mobility may be in the form of an exchange, or placement in a vacancy, or in conjunction with the Transfer and Surplus process or to help meet program needs in schools. All principals will forward the school's program needs to the JSC prior to the JSC Mobility meetings, using the School Program Needs form (see Section 17.03). The School Program Needs form will be used by principals to address program needs caused by Vacancies (see Article 5) and potential Mobility Vacancies if the Teacher is transferred through Mobility.
- 17.02.02 The Joint Staffing Committee finalizes moves at such times as it may deem appropriate, subject to the terms of the Collective Agreement.
- 17.02.03 A Teacher's Mobility is deemed to be complete when agreed to by the Joint Staffing Committee and the Teacher. The Memorandum of Mobility, signed by the Teacher and the Superintendent of the Board, specifies the nature, the term and any other conditions of the move. Copies of this Memorandum of Mobility will be filed with the Local Union, the Teacher and the Board.
- 17.02.04 A Mobility placement may be for part of a year or one school year. At the end of the school year, a Teacher must return to his/her home school(s) or become a permanent member of the school(s) to which the Teacher is on Mobility assignment, subject to the Transfer and Surplus process and the approval of the Joint Staffing Committee. The Teacher shall give notification by March 31 or some other time as determined by the Joint Staffing Committee as to their intent for the following year.
- 17.02.05 The Principals and Senior Administration, in consultation with the Joint Staffing Committee, retain the right to use a process of reassignment to address program and staffing needs which may not have been met through the mobility process.
- 17.02.05.01 **Administrative Reassignments** are confirmed in a Memorandum of Reassignment from Senior Administration to the Teacher, specifying the program &/or staffing reason(s), term and other conditions of reassignment. Appeals to reverse reassignments are made in writing to the Director. Teachers may cite undue hardships, lack of due process and lack of procedural fairness as reasons for this appeal.
- 17.02.05.02 When, as a result of the deliberations of the Joint Staffing Committee, the possibility of the need for a reassignment of a Teacher appears likely, the Teacher is informed by the Principal of his/her current school

that a move is being considered. The nature and location of the new assignment and the reasons for the reassignment are presented to the Teacher in writing. This information is given in the presence of the local Union President or designate. The Teacher may provide information pertinent to the proposed reassignment to the Principal and the local Union President or designate within twenty-four hours of receipt of this written notice.

17.02.05.03 Teachers who have been reassigned may apply for Mobility to an alternate school from their new school.

17.02.06 If a Teacher's percentage of time is altered during any staffing process, the Teacher retains entitlement to his/her highest percentage of teaching time. Other reductions or increases in teaching assignments may only be affected by the mutual consent of the parties.

17.02.07 In instances where a Teacher is moved to a teaching assignment in two schools in a day, the Teacher is given adequate travelling time between the two schools.

17.02.08 Each Principal and the School Staffing Committee develops school plans to facilitate the entry of Teachers new to the school.

17.02.09 The receiving Principal contacts the Teacher and discusses the teaching assignment and the roles that the Teacher will play in the new school as soon as it is practicable to do so.

17.02.10 The Memorandum of Mobility is subject to the Transfer and Surplus process.

### 17.03 **School Program Needs**

The Principal of each school where a vacancy occurs will submit the name of the school, Principal name, school phone number, and F.T.E. and description of position available in accordance with the Education Act, Regulation 298, 19(1) "Qualifications of Teachers".

## **ARTICLE 18 - SCHOOL STAFFING COMMITTEES**

18.01 A school staffing committee shall be established in every school. The staff of the school shall elect at least 20% of its members to the School Staffing Committee, one of whom will act as the School Staffing Committee Secretary. The Principal, Vice-principal and the School Steward shall automatically be members of the School Staffing Committee and shall not be included in the 20% named above, except by mutual consent of the Teachers. The Union representatives on the committee shall be in place from October 1 to September 30. If any Union

representatives resign from the committee or are transferred to another school, the staff of the school shall elect a replacement. The principal has final responsibility for school organization subject to Senior Administration and the Board.

**18.02 The Responsibilities of the School Staffing Committee shall be as follows:**

- 18.02.01 To review the current school staffing allocation from the JSC and deployment in the school and to propose any such modification as may be required to create and maintain the best teaching and learning environment, to make the most effective use of all staff who are allocated to schools, and to comply with the terms of the Collective Agreement.
- 18.02.02 To consider and respond to organizational proposals and/or suggestions submitted by staff members to the committee throughout the year.
- 18.02.03 To analyze the staffing allocation from the Joint Staffing Committee based on projected enrolment and Teacher allocation formulas for presentation to the total staff prior to the Transfer and Surplus Process.
- 18.02.04 To recommend to the Principal, if necessary, any modifications to be made to in-school timetabling at any time during the school year.
- 18.02.05 To assist in the development and completion of a September school timetable based on the Joint Staffing Committee's (JSC) staff allocations and the school's programming needs and priorities as identified by the school's administration and teaching staff.
- 18.02.06 To assist in the development of a supervision schedule which is equitable, includes all teaching, school support staff, and administrative staff (unless specifically excluded by the School Staffing Committee) and meets the guidelines as developed by the Joint Staffing Committee.  
  
Where the Joint Staffing Committee supervision recommendations cannot be met by the School Staffing Committee, the School Staffing Committee will make recommendations to the Joint Staffing Committee concerning additional system support requirements. The Joint Staffing Committee will attempt to meet these supervision needs and report in writing to the School Staffing Committee.
- 18.02.07 To assist in the equitable distribution of instructional and non-instructional periods.
- 18.02.08 To assist in developing appropriate timetables for Teachers who are assigned to teach in more than one school. The School Staffing Committee shall assist in the facilitation of adequate communication

between the schools involved in order to ensure fairness with respect to supervision schedules and the distribution of instructional and non-instructional periods as well as adequate travelling time.

- 18.02.09 The School Staffing Committee may invite up to two non-teaching representatives who may be included as non-voting members of the School Staffing Committee in an advisory capacity. The School Staffing Committee may make recommendations to the Principal concerning adjustments in non-teaching staffs' responsibilities to facilitate improvements in student learning, staff needs, and supervision duties.

### **18.03 School Staffing Committee (SSC) Records**

- 18.03.01 The School Staffing Committee will maintain written records of its meetings, describing topics/issues that were considered, alternatives discussed, and decisions made.
- 18.03.02 Any School Staffing Committee recommendations and decisions will be copied for staff following each School Staffing Committee meeting.
- 18.03.03 The School Staffing Committee Record Book will be maintained by the school staffing committee secretary and will be available to the Joint Staffing Committee and school staff upon request.

### **18.04 Instructional Time, Preparation Time, Supervision Time, and Timetables**

- 18.04.01 Each Teacher will submit to the School Staffing Committee a copy of their individual timetable by September 20. The Teacher will include a written analysis of total weekly (5 day) instructional time which will not exceed the limits of the Collective Agreement. The Teacher will also include an analysis of total weekly preparation time which will be no less than the minimums described in the Collective Agreement. The Joint Staffing Committee may provide a form to report this information to the Joint Staffing Committee.
- 18.04.02 The School Staffing Committee will verify the school timetable(s) for all primary, junior and intermediate Teachers to determine that the school timetable(s) meet(s) the expectations of the Collective Agreement.
- 18.04.03 The School Staffing Committee will verify the Teacher timetables meet the expectations of the Collective Agreement.
- 18.04.04 Where a Teacher has been required to make an assignment adjustment, that person's preference shall be given consideration in the next assignment process.

- 18.04.05 In situations where timetables do not meet the expectations of the Collective Agreement, the School Staffing Committee will recommend organizational changes to the Principal.
- 18.04.06 School and individual timetables, and School Staffing Committee verifications, will be kept in the School Staffing Committee Record **Book**.
- 18.04.07 In the event that the timetables can't be revised to meet the expectations concerning instructional, supervision or preparation time, the chairs of the Joint Staffing Committee will be notified by the School Staffing Committee or the School Steward. Committee recommendations concerning organizational alternatives and/or additional resources should accompany this notice to the Joint Staffing Committee. The Board will consider alternatives to ensure compliance with the Collective Agreement following input from the Joint Staffing Committee.

## **ARTICLE 19 - SCHOOL BUDGET COMMITTEE**

The Principal of each Hastings and Prince Edward District Elementary School is expected to establish a School Budget Committee which will have a minimum of three ETFO members. The committee will have access to all school level financial information and will make recommendations to the principal with respect to funding allocations, short and long term priorities and any other fiscal matters affecting the operation of the school.

## **ARTICLE 20 - MEDICAL PROCEDURES**

### **Not Responsible For Diagnosis or Medication**

- 20.01 No Union member will be required to carry out any medical/physical procedures.
- 20.02 The Board recognizes the right of any Union member to refuse to be assigned to administer medication or perform any medical/physical procedures.
- 20.03 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.
- 20.04 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.
- 20.05 **Trained Personnel to be Provided**

To the extent possible, the Board shall use appropriately trained non-teaching personnel to perform any of the functions outlined in Section 20.01.

## **ARTICLE 21 - OCCUPATIONAL HEALTH AND SAFETY**

The Board is committed to ensure the safety of Teachers.

In accordance with relevant legislation, the Board operates an Academic Health and Safety Committee.

In September the Principal shall provide a Safety briefing to staff. Teachers will be briefed on the contents and location of the following resources:

- 21.01 Emergency Measures Plan,
- 21.02 School and Staff Safety Plan,
- 21.03 Safety Regulations and the Academic Health and Safety Committee Input Process,
- 21.04 Safe Schools Policy.

No Teacher shall be discharged, penalized or disciplined in any way for making a complaint relating to health and safety.

## **ARTICLE 22 - HARASSMENT**

- 22.01 It is the obligation of the Board to ensure that every Teacher is free from harassment in the working environment.
- 22.02 A joint Union/Board committee shall be convened at the request of either party to review the Board's Harassment policy. This joint committee must be convened prior to altering the HPEDSB Harassment Policy C-1, May 25 1999. The joint committee shall make recommendations to the Board for any amendments to the policy and may recommend procedures and training to ensure implementation of the policy.
- 22.03 The Board and the Teachers agree that every Teacher has a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in an activity with the Board.

## **ARTICLE 23 - BENEFIT PLANS**

- 23.01 **Master Policy**  
A copy of the master policy or policies of the insured benefit plans shall be given to the Union. In the event of a decision to change carriers, the Board agrees to implement the same coverage as described in the master policies or such other plan that the Union agrees is an appropriate substitution. No amendment to any plan shall be made without the written consent of the Union.

**23.02 Benefit Participation During Lay Off**

A Teacher who is laid off may continue to participate in one or more of the benefit plans, until the right to recall expires, provided the Teacher pays the total cost of such plans.

**23.03 Benefits for Part Time Teachers**

The Board's contribution to benefit premiums will be pro-rated for part-time Teachers.

**23.04 Benefits while on a Leave of Absence**

A Teacher who has been granted a leave under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans at the Teacher's expense, unless otherwise specified.

**ARTICLE 24 - GROUP LIFE INSURANCE PLAN**

24.01 This plan provides basic coverage of \$100,000 pro-rated, by teaching time except as described below.

24.02 The Board agrees to contribute one hundred percent (100%) of the assessed premium for the coverage of \$100,000 under the plan for full-time employees. The premium is prorated for part-time Teachers.

If a part-time employee does not want to pay the Teacher portion of the \$100,000 premium, he/she may elect coverage of \$25,000, which is paid in full by the Board.

24.03 Optional amounts in multiples of \$25,000.00 may be elected by the Teacher.

24.04 The maximum amount of Basic and Optional Insurance combined is \$200,000.

24.05 The Group Life Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan.

24.06 There shall be compulsory participation in the Group Life Insurance Plan.

24.07 In addition, the Board agrees to pay the cost of \$100,000.00 Accidental Death Coverage.

**ARTICLE 25 - EXTENDED HEALTH CARE INSURANCE PLAN**

25.01 The Board agrees to pay one-hundred percent (100%) of the premium cost of an Extended Health Care Plan which includes Private and Semi-Private coverage.

25.02 The Board agrees to pay 100% of the cost of the premium for the Vision Care Rider.

25.03 The Extended Health Care Insurance Plan shall be available to all regularly



employed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.

25.04 The Extended Health Care Insurance Plan will include the Deluxe Travel Plan.

25.05 The Extended Health Care Plan will not provide coverage for Over the Counter drug claims. The dispensing fee cap shall be \$7.00.

#### **ARTICLE 26 - DENTAL PLAN**

26.01 The Board agrees to pay 100% of the premium cost of a dental plan at the current minus one year Ontario Dental Association schedule of fees with rate changes effective September, coverage effective September 1.

26.02 The Dental Plan shall be available to all regularly employed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.

26.03 Pit and Fissure Sealants. The Board agrees to administer a Pit and Fissure Sealants Plan and pay 100% of the premium.

26.04 The Board agrees to pay 75% of the premium cost of Orthodontic Services.

26.05 The Board agrees to pay 75% of the premium cost of Major Restorative Services (i.e. dentures, bridges, caps and crowns).

#### **ARTICLE 27 - LONG TERM DISABILITY INSURANCE PLAN/W.S.I.B.**

27.01 Long Term Disability benefits shall be provided. As of September 1, 1999, OTIP plan #37029508, or equivalent, will apply to all members, being a non-integrated plan with 60% benefit payment, OTPP coverage while on LTD, and a 75 day waiting period.

**Note:** The "non-integrated" LTD plan allows a Teacher to be paid from the Teacher's CSL Bank (Article 28) for the 75 day waiting period for LTD, or until the banked CSL days expire, whichever is less. The CSL payments stop when the LTD payments begin.

27.02 The Long Term Disability Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan. In the event that ETFO determines to change the LTD plan for Elementary staff, the Board will be given sufficient notice to make appropriate changes in administrative processes.

27.03 The conditions of enrollment in the Long Term Disability Plan for all Teachers transferred from the predecessor boards shall prevail.

27.03.01 Conditions for those transferred from Hastings County. There shall

be compulsory participation in the Long Term Disability Plan for all Teachers hired after 1979 January 01.

27.03.02 Conditions for those transferred from Prince Edward County. There shall be compulsory participation in the Long Term Disability Plan for all Teachers hired after 1990 January 01.

27.04 There shall be compulsory participation in the Long Term Disability Plan for all Teachers hired by this Board after 1998 September 01.

27.05 The Board agrees to provide 100% of the Extended Health Care Insurance Plan and the Dental Plan as outlined in Articles 25 and 26 for a Teacher claiming Long Term Disability Insurance benefits to a maximum of two (2) years.

27.06 LTD premiums are paid by Union members through payroll deductions.

27.07 A Teacher absent from work and receiving LTD benefits maintains his/her employment with the Board and the period of absence is an authorized LTD leave of absence. During this period, the Teacher continues to accrue seniority.

27.08 **Expiration of Benefits**

The Teacher, following expiration of all sick leave benefits, LTD benefits and paid leave benefits, may continue on unpaid medical leave, or other leave as described in the Collective Agreement.

27.09 The Teacher may agree to other employment within the Board which is not covered by this Collective Agreement. The Board in consultation with the Union will initiate a return-to-work plan or early intervention to help rehabilitate or retrain the Teacher.

27.10 **Suitable Alternative Employment**

The Board and the Union shall agree on policies and procedures for providing Teachers who have been injured or disabled, including Teachers who have been in receipt of Workplace Safety and Insurance benefits, with suitable alternative employment where they are unable to carry out the normal duties of their previous assignment.

27.11 **Not Cause For Termination**

The Board shall not terminate the employment of any Teacher because the Teacher is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

27.12 **Leave of Absence**

A Teacher who has been granted a leave under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans at the Teacher's expense.

## **ARTICLE 28 – CUMULATIVE SICK LEAVE (CSL) ACCOUNT**

### **28.01 Sick Leave Account**

The Board shall administer a sick leave plan and maintain a sick leave account for each Teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

### **28.02 Transfer of Credits**

A Teacher who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act, which operated or operates a Cumulative Sick Leave (CSL) plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment or non-teaching or teaching employment. These CSL credits shall be credited to the "Bank A" account and fully integrated into the plan.

### **28.03 Sick Leave Credit Accumulation**

On the first day of each school year a full-time Teacher shall be credited an allowance of 20 (twenty) days sick leave and for the purposes of the plan, unused sick leave days shall be accumulated and carried forward from year to year. The sick leave credits for each Teacher will be carried forward to the District School Board from the boards in existence prior to January 1, 1998.

### **28.04 Pro-rated for Part-Time**

Where an eligible academic employee commences employment after September 01, in any year, the sick leave of twenty (20) days shall be pro-rated at the rate of two (2) days per month, rounded up to the nearest ½ day.

### **28.05 Leaves of Absence**

There shall be no sick leave credit accumulation during leaves of absence except as specified in the Collective Agreement.

### **28.06 Account Debited**

The sick leave account for each Teacher shall be debited one day for each day of absence due to illness.

### **28.07 Sick Leave Credit Accumulation**

28.07.01 Teachers shall be entitled to accumulate 240 sick leave days to their account. The employee's accumulated sick leave credits in this account shall be referred to as 'Bank A' CSL days.

**NOTE:** "Bank A" Sick Leave Credits will be used for the purposes described in Article 31, Absence Codes

28.07.02 For any school year in which an employee's sick leave credits, as described in 28.07.01 above, are maintained at 240 days, the unused sick leave days (as described in 28.03) not required for the purpose of maintaining the Teacher's 'Bank' of 240 days, will be credited to a supplementary sick leave account (Bank B) to a maximum of 240 days. (Accumulation of "Bank B" days will begin as of September 1, 1999 with the first credit to the "Bank B" sick leave account on June 30, 2000, or upon retirement, if the Teacher retires during the 1999-2000 school year.)

**NOTE:** "Bank B" Sick Leave Credits will be used for the purposes described in Article 37, Sick Leave Credit Payment

#### 28.08 **Special Needs**

Teachers may apply to the Board and Union for consideration of additional cumulative sick leave benefits beyond those described in the Collective Agreement based on need and Board finances.

### **ARTICLE 29 – LEAVES OF ABSENCE**

#### 29.01 **Supply Teaching While on Leave**

Teachers who are on a Board approved Leave of Absence should gain approval from the Ontario Teachers' Pension Board prior to initiating any supply teaching in Ontario for pay during the leave. If the Teacher intends to buy back credit for the Board approved leave, supply teaching will cause OTPP problems.

#### 29.02 **Leaves of Absence Without Pay**

29.02.01 A non-probationary Teacher may be granted a leave of absence without pay. A probationary Teacher may be granted a leave of absence without pay by mutual agreement of the parties.

29.02.02 A request for a leave of absence shall not be unreasonably denied.

29.02.03 A Teacher on a leave of absence without pay shall be provided upon request with such information as will enable the Teacher to pay full premiums to maintain uninterrupted employee benefits for the period of the leave if the Teacher so desires.

29.02.04 Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the Teacher and the Board, must be in writing, and must conform with the requirements of this Collective Agreement. The principal concerned shall be provided with a copy thereof.

- 29.02.05 The Teacher shall continue to accumulate seniority to a maximum of 5 years even if extensions to the leave are approved. (See Section 38.03)
- 29.02.06 Teachers on permanent contracts requesting full year leaves of absence for the full amount of their contract time will receive the leave from the school at which they are presently teaching and, upon return from the leave, will be placed at that school subject to the Transfer and Surplus (T & S) process.

**29.03 Leave for Public Office**

The Board shall grant a leave of absence without pay to a Teacher for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality. The Teacher shall continue to accumulate seniority for the period of the leave.

**29.04 Leave for Upgrading and Training**

Teachers who would otherwise be laid off shall, upon request, be granted leave of absence of up to 2 (two) years for educational upgrading to become qualified to teach in areas for which Teachers may be required by the Board. Upon expiry of the leave the Teacher shall be given any position for which the Teacher is qualified which is held by a Teacher with less seniority; otherwise, the Teacher shall be laid off.

The Teacher may apply for tuition assistance from the Board and the Union if the Teacher undertakes educational upgrading in a program leading to qualifications in an area which has been jointly designated by the Board and the Union as an area for which the Board will require additional qualified Teachers over the next two years.

**ARTICLE 30 - SHORT TERM LEAVE PLAN**

**30.01 Short Term Leaves**

Short Term Leaves are designed to allow permanent Teachers to apply for short term personal leaves of absence not otherwise covered by this Collective Agreement.

**30.02 Short Term Leave Conditions**

- 30.02.01 Those applying must have successfully completed their probationary period.
- 30.02.02 Approved Short Term Leaves will be without pay.
- 30.02.03 Benefits will continue to be paid by the Board while the Teacher is on a Short Term Leave.

- 30.02.04 Teachers may apply to Teachers' Pension Plan and the Board will reimburse the Teacher.
- 30.02.05 Teachers may apply at any time for this leave during the year.
- 30.02.06 Applications must be made in writing to the Superintendent of Human Resources with a copy to the Local Union. Approval will be at the sole discretion of the Board.
- 30.02.07 Applications must be received at least a month in advance of the anticipated leave, unless unforeseen circumstances arise. Applications should outline the reason for the leave, (which will be kept confidential), duration of the leave and educational program plan for coverage of the responsibilities while on leave.
- 30.02.08 An Occasional Teacher will be hired to replace a Teacher on a Short Term Leave.

**ARTICLE 31 -        :        ICE CODES**

A Teacher shall be granted a leave of absence with pay and no **loss** of Cumulative Sick Leave (CSL) credits except as described below with respect to absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth, subject to the following conditions. During the leave a Teacher shall continue to accumulate credit for seniority and teaching experience and any other relevant entitlements under this Collective Agreement.

“Immediate Family” shall be deemed to include the Teacher’s father, mother, spouse, brother, sister, child, grandparents, grandchildren, corresponding in-laws and the person who stood in Loco Parentis to the Teacher or a person to whom the Teacher stood in Loco Parentis.

“Spouse” means any person to whom the Teacher is married or with whom the Teacher is living.

**31.01 Absence with pay due to illness with deductions from Sick Leave Credit Account (Code 1)**

- 31.01.01 Absence through illness of the Teacher for a period of five (5) consecutive working days or less may be certified by the School Principal or by the official of the Board in charge of the appropriate Department.
- 31.01.02 Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner or certified by licentiate of dental surgery.
- 31.01.03 Where a Teacher is absent for illness for more than twenty consecutive working days, the Director may require that a certificate

be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under the Plan.

31.01.03.01 The Director may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery appointed by the Board.

31.01.03.02 The Board shall reimburse the Teacher for expenses related to the procurement of any certificate required under Section 31.01.03.01.

31.01.04 Subject to the provisions respecting the Workplace Safety and Insurance Act a credit shall be deducted from a Teacher's sick leave account for each day of absence due to illness or dental condition for which the Teacher's salary is paid, and no salary shall be paid to a Teacher for his/her absence due to illness or dental condition beyond the number of credits in his/her sick leave account except pursuant to a resolution of the Board.

31.01.05 Subject to the provisions relating to the Work Place Safety and Insurance Act each Teacher who is absent from duty due to illness or dental condition shall be paid for each day of absence, the salary which he/she would have been entitled to receive for that day to the extent of the credits in his/her account.

31.01.06 Teachers may be absent for dental/medical examinations.

31.02 **Absence with pay - items not deductible from Sick Leave Credit (Code 2)**

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher:

31.02.01 for a period of quarantine when declared by the Medical Officer of Health or designate.

31.02.02 to serve as a juror or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to one of the persons charged, provided that the Teacher pays to the Board any fee exclusive of travelling allowances and living expenses that he/she receives as a juror or as a witness.

31.02.03 for a funeral in the immediate family, up to a maximum of three days for each bereavement; an extension may be granted by permission of the Director.

31.02.04 for funerals other than immediate family up to one (1) day for each bereavement.

31.02.05 to write the Teacher's post-secondary or university examination.

- 31.02.06 for the purpose of attending his or her own graduation, or the graduation of a member of the immediate family.
- 31.02.07 to attend the Teacher's own wedding/weddings in the immediate family for one day only.
- 31.02.08 illness in the immediate family, three (3) days/school year.
- 31.02.09 concerns related to board chemicals (ie. paint).
- 31.02.10 non-attendance because of inclement weather.
- 31.02.11 attend the birth of a grandchild.
- 31.02.12 up to three days to attend the birth of, or responsibilities related to the birth of, a child, surrogate child, or to receive an adopted child.
- 31.02.13 special circumstances for reasons approved by the Superintendent of Human Resources.

31.03 **Absence without Pay - items not deductible from sick leave credits (Code 3)**

Section 31.03 leaves are Board approved short term leaves of absence and are processed by the Board for pension purposes to allow the Teacher to buy back credit from the TPPB at the Teacher's expense. The Teacher must make application for credit to the Teachers' Pension Plan Board by obtaining the Application to Buy Back Credit Form from the Board's H.R. Department prior to the end of the school year. Salary **loss** for 31.03 leaves will be in accordance with 10.02 for each day of Code 3 absence. Benefits will continue to be paid at the same rate by the Board during Code 3 absences. **Up** to a maximum of five days per year shall be granted as follows:

- 31.03.01 Moving to a new place of residence. Leave granted for moving shall not exceed one (1) day in any one year which shall be the actual day of moving.
- 31.03.02 Weddings other than the Teacher's immediate family. Up to one day only.
- 31.03.03 Personal reasons - Absence will not be approved immediately preceding or following Christmas or winter breaks except by approval of the Director (or Designate)
- 31.03.04 Special circumstances for reasons approved by the Superintendent of Human Resources.



## **ARTICLE 32 - PREGNANCY AND PARENTAL/ADOPTION LEAVE**

### **32.01 Definitions**

- 32.01.01 “Parent” includes a natural parent or person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.
- 32.01.02 “Parental/adoption leave” means leave taken for the care of a child following:
  - 32.01.02.01 the birth of the child; or
  - 32.01.02.02 the coming of the child into the custody, care and control of a parent for the first time.
- 32.01.03 “Pregnancy leave” means leave taken for purposes related to giving birth and/or recovering there from.

### **32.02 Pregnancy Leave**

Pregnancy Leave shall be granted upon request provided that:

- 32.02.01 the Teacher provides a certificate from a legally qualified medical practitioner stating the expected birth date;
- 32.02.02 the Teacher has been in the employ of the Board immediately preceding the expected birth date;
- 32.02.03 the Teacher notifies the Board in writing at least two (2) weeks immediately preceding the date the leave is to begin;
- 32.02.04 Pregnancy Leave may commence up to seventeen (17) weeks preceding the expected birth date and ends seventeen (17) weeks after the pregnancy leave began if the Teacher is intending to take a parental leave. Nothing in this Article precludes a Teacher from entitlement to sick leave pay if the Teacher’s absence is due to illness arising out of the pregnancy.

### **32.03 Parental Leave**

- 32.03.01 A Teacher who has been in the employ of the Board shall be granted a parental leave without pay of up to thirty-five (35) weeks.
- 32.03.02 The Teacher must give at least two (2) weeks written notice of the date on which the leave shall commence.

- 32.03.03 The parental leave of a Teacher who takes a pregnancy leave shall begin when the pregnancy leave ends unless the child has not come into the custody, care and control of the parent for the first time.
- 32.03.04 Parental leave shall begin no more than thirty-five weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

32.04 **General Provisions for Pregnancy and Parental Leave**

- 32.04.01 During the fifty-two (52) weeks of pregnancy and/or parental leave, the Teacher shall be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:
  - 32.04.01.01 accumulation of credit for seniority and experience for grid purposes;
  - 32.04.01.02 continuation of paid benefits, in accordance with the plan descriptions in the Collective Agreement.
- 32.04.02 Pregnancy and/or parental leave may be extended through Article 29.
- 32.04.03 A Teacher returning from a pregnancy leave or parental leave shall be assigned to the same position held prior to going on leave, subject to the Transfer and Surplus Process.
- 32.04.04 A Teacher on pregnancy and/or parental leave shall be credited with seniority during the leave in the same manner as that credited for any other leave. (Section 38.03)
- 32.04.05 Sick leave credit accumulated under the Board's plan at the time of commencing the unpaid pregnancy or parental leave shall not be augmented during the period of the leave but shall remain standing to the Teacher's credit upon resumption of teaching service subject to the conditions of the sick leave plan.

32.05 **Supplemental Employment Insurance Benefit Plan**

- 32.05.01 The plan is to supplement the Employment Insurance benefits received by Teachers for temporary unemployment caused by Pregnancy and/or Parental Leave.
- 32.05.02 Teachers must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.
- 32.05.03 The Supplemental Employment Insurance Benefit is payable for a period during which a Teacher is not in receipt of Employment

Insurance if the only reason for non-receipt is the two week Employment Insurance waiting period the claimant is serving.

- 32.05.04 The benefit level paid under this plan is set at 100% of the Teacher's allowable Employment Insurance benefit.
- 32.05.05 In any week, the total amount of the Supplemental Employment Insurance Benefit payments and the weekly rate of Employment Insurance benefits will not exceed 95% of the Teacher's weekly earnings.
- 32.05.06 This Supplemental Employment Insurance Benefit will be paid for the two (2) week waiting period.
- 32.05.07 The plan is financed by the employer's general revenues.
- 32.05.08 Supplemental Employment Insurance Benefit payments will be kept separate from payroll records.
- 32.05.09 The duration of the plan is for the period covered by the Collective Agreement.
- 32.05.10 The employer will inform Human Resources Development Canada in writing of any changes to the plan within thirty (30) days of the effective date of the change.
- 32.05.11 Teachers do not have a right to Supplemental Employment Insurance Benefit payments except for supplementation of Employment Insurance benefits for the unemployment period as specified in the plan.
- 32.05.12 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

#### **32.06 Return to Employment**

A Teacher who is returning from Pregnancy or Parental Leave as defined in the Employment Standards Act, shall give the Board at least one (1) week written notice of the date of return.

- 32.07 If the Board requests that a Teacher extend a pregnancy or parental leave and the Teacher consents to the extension, the Teacher will be paid full pay and benefits for the duration of the leave.

#### **ARTICLE 33 – SABBATICAL LEAVE**

- 33.01 The Board may grant sabbatical leave to a Teacher who has demonstrated a high level of competence in his/her employment and therefore, encourages

worthy applications. The Board is not obliged to grant such leave and a Teacher is not entitled, as a right, to leave under these regulations.

- 33.02 Sabbatical leave may be granted for the purpose of approved study or activity. The Board reserves the right to determine if such leave is in the best interests of the school system and the Board's decision in this regard is final.
- 33.03 To qualify for a sabbatical leave, a Teacher shall have completed a minimum of five (5) continuous years of full-time service in the employ of The Hastings and Prince Edward District School Board or its predecessor Boards immediately prior to the time of application.
- 33.04 A Teacher desiring sabbatical leave shall apply in writing to the Director, giving reasons and details regarding the purpose of the proposed leave.
  - 33.04.01 Prior to making final recommendations to the Board, the Director of Education will meet with Teacher representatives to discuss all applications.
  - 33.04.02 Should the applicant so desire, he/she may request a review by the Program and Human Resources Committee.
- 33.05 Application for sabbatical leave must be made not later than November 15th for its beginning, at the earliest, the following September. Applications recommended by the Director of Education shall be placed before the Board for decisions at a January Board Meeting.
- 33.06 Selection of applicants for Sabbatical Leave (in addition to the requirements listed above) are to be based upon:
  - 33.06.01 the applicant's stated goals and objectives in the Hastings and Prince Edward District School Board and education generally; and
  - 33.06.02 the applicant's detailed explanation to show how the requested Sabbatical Leave will achieve those goals and objectives.
- 33.07 Salary and other benefits shall be paid or credited to Teachers granted sabbatical leave while continuing with the purpose of the leave in an amount equal to seventy-five percent (75%) of the Teacher's salary at the date of the commencement of the leave.

In addition tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave, but the amount shall not exceed five hundred dollars (\$500.00) and receipts shall be submitted to the Director of Education.
- 33.08 A Teacher granted sabbatical leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of three years following the Teacher's return from leave.
  - 33.08.01 A Teacher failing to carry out the purpose for which the leave was

granted shall, upon demand repay the Board the money paid on account of the leave.

- 33.08.02 On failing to remain in the employ of the Board for the agreed minimum period the Teacher shall, upon demand, repay to the Board pro-rata the money paid by the Board on account of the leave.
- 33.08.03 Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the Teacher.
- 33.09 A Teacher granted sabbatical leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for Teachers' pension, income tax or other required deductions shall be on the basis of the actual salary paid. Teachers on sabbatical leave shall be responsible for making their own arrangements for any further payments to the Teachers' Pension Plan or to any other pension fund to which they belong.
- 33.10 If sabbatical leave is granted, it shall be granted for one school year (September 1 to August 31) or from September 1 to December 31 or from January 1 to August 31 in the same school year.
- 33.11 If sabbatical leave is granted to an applicant from a semestered school, it may be granted for one semester or for two semesters within the school year.
- 33.12 The number of days credited to a Teacher in the Cumulative Sick Leave Plan shall not be reduced by the granting of sabbatical leave, nor shall the Teacher be entitled to any accumulation of sick leave credits during the period of leave.
- 33.13 The plan shall operate with regard to Teachers.
- 33.14 The number of Teachers granted leave for any year shall not exceed one percent (1%) of the Academic Staff of the Board.
- 33.15 A Teacher on return from leave shall be reinstated to a position commensurate with or superior to that which he/she vacated in the school of last employment, subject to the Transfer and Surplus policy.

#### **ARTICLE 34 – DEFERRED SALARY LEAVE PLAN (X Over Y)**

- 34.01 The Deferred Salary Leave Plan provides Teachers with the opportunity to take a Leave of Absence for a specified period of time and to finance the leave by means of salary deferral.
- 34.02 Any permanent Teacher is eligible to participate in the Plan.
- 34.03 Applications for participation in the Plan should be made in writing to the Superintendent of Human Resources by March 31 of each school year.

- 34.04 Participation in the Plan shall not be unreasonably denied by the employer.
- 34.05 In each year of the Plan preceding the year of leave, a Teacher will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the Teacher's annual salary, will be deferred and shall be retained by the employer to finance the year of leave.
- 34.06 The employer shall deposit the retained percentage of the Teachers' annual salary in an account in the name of the Teacher and shall pay any interest earned to the Teacher each year it is earned. The Board and Union will meet annually and agree on the financial institution to be used.
- 34.07 While a Teacher is participating in the deferral period any benefits tied to salary level shall be based on the salary the Teacher would have received had the Teacher not been participating *in* the Plan.
- 34.08 During the Teacher's leave of absence the employer shall continue to pay its share of premium costs for any benefits which the Teacher elects to maintain. The Teacher shall be responsible for remitting his/her share of applicable premium costs.
- 34.09 During the Teacher's leave of absence the Teacher shall be paid according to the method of payment outlined in the Method of Payment sections of this Collective Agreement.
- 34.10 During the Teacher's leave, the Teacher should inform the Local Union of their e-mail and other addresses and personal communication numbers if they wish to receive information described in the Collective Agreement and/or distributed by the local Union.
- 34.11 **Conditions of Leave**
- 34.11.01 The leave of absence may be for one (1) semester (if in full-time attendance at a designated educational institution) or one (1) year.
- 34.11.02 The leave shall commence no later than six (**6**) years after the date of the first deferral of salary. The DSLP shall be between two years to 7 years length, including the year of the leave.
- 34.11.03 A Teacher may not receive any compensation from the employer during the period of leave other than the deferred salary plan's salary plus accumulated interest.
- 34.11.04 A Teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time that the Teacher was on leave.
- 34.11.05 Deferred salary plus any accumulated interest shall be paid to the participating Teacher not later than the end of the first taxation year after the expiration of the six-year period notice in Section 34.11.02.

- 34.11.06 A Teacher may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Payment of deferred income plus accumulated interest shall be made to a Teacher withdrawing within sixty (60) days of receipt of the notice of the Teacher's wish to withdraw.
- 34.11.07 Sick leave credits shall not accumulate during the leave period.
- 34.12 Teachers must participate in the Teacher's Pension Plan. The Board shall remit contributions as though the Teacher were being paid at 100% of salary.
- 34.13 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the Teacher's designated beneficiary or alternately, to the Teacher's estate.
- 34.14 A Teacher that has been approved for participation in the plan shall receive a formal response from the Human Resources Department setting out the terms of the plan. A copy of the response shall be provided to the Union.
- 34.15 On return from leave a Teacher will be assigned the same position held prior to taking leave or to a comparable position in the school of last employment subject to the T&S process.
- 34.16 A Teacher returning from leave shall receive credit for seniority for the period of the leave.

### **ARTICLE 35 - SUBSIDIZED EDUCATIONAL LEAVE PLAN**

- 35.01 The Board may grant to a permanent Teacher in the employ of the Hastings and Prince Edward District School Board, a Subsidized Educational Leave.
- 35.02 A Teacher desiring a Subsidized Educational Leave shall apply in writing to the Superintendent of Human Resources, outlining the goals of the leave. Teachers wishing to apply for a Subsidized Educational Leave of Absence for part of a school year, will determine with administration and the Local Union an educational plan which will include acceptable leave initiation date(s) prior to application.
- 35.03 The Superintendent may refuse to recommend the application and advise the Teacher of the reasons, or the Superintendent may endorse the application for consideration by the Director of Education, who may make recommendations to the Board.
- 35.04 The Board's decision in this matter shall be final. The Teacher may request a review through the grievance procedures.
- 35.05 An amount equal to the difference between the Teacher's salary and the replacement Teacher's salary at the date of the commencement of the leave

shall be paid to the Teacher granted a Subsidized Educational Leave.  
Subsidized Educational Leaves must begin after October 31 of the school year.

- 35.06 A Teacher granted leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of two (2) years following the Teacher's return from the leave.
- 35.07 Leaves shall not be granted for the purpose of upgrading salary. Leaves may be granted so that Teachers may broaden qualifications.
- 35.08 Required deductions, i.e. Teachers' Pension Plan, Income Tax, Employment Insurance will be made on the basis of actual salary paid. The cost of other benefits, i.e. Dental, Life Insurance, etc., will be pro-rated based on percentage of actual salary paid.
- 35.09 Cumulative sick leave shall not be reduced by the granting of the leave nor shall the Teacher be entitled to accumulate sick leave credits during the leave, nor shall the leave period be counted toward calculations for sick leave credit payment.
- 35.10 The leave, should it occur within the five (5) years previous to retirement, will not be considered as disrupting consecutive years of experience.
- 35.11 Applications for the subsequent school year should be received as early as possible and no later than January 31 of the school year.
- 35.12 Applications are to be approved (or not approved) on or before March 1, and the applicant notified in writing by the Director.
- 35.13 Leaves will be administered in such a way that there will be no **loss** of income by the Board as a result of a Teacher being granted a Subsidized Educational Leave.

#### **ARTICLE 36 – UNION RELEASE TIME/LEAVE**

- 36.01 At the request of the Union, the Board shall grant release time to persons named by the Union. The parties agree that the Board will invoice the Local Elementary Teachers' Federation of Ontario semi-annually at the cost of Category A2 minimum plus benefits for the release time.
- 36.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.
- 36.03 In addition to the persons released in Section 36.01, the Board shall grant further release time from teaching duties for additional members of the Union. The Union shall reimburse the Board for its actual replacement costs if any. The



Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.

- 36.04 The Board shall grant a leave of absence to a Teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the replacement cost of the Teacher's total salary and other benefits. The Teacher shall continue to accumulate seniority and teaching experience during the period of leave.
- 36.05 A Teacher returning from a Union leave or assignment has the right to be reassigned to the same position held prior to going on leave, subject to the Transfer and Surplus procedures, or may be placed by the Joint Staffing Committee, upon request of the Teacher.

### **ARTICLE 37 – SICK LEAVE CREDIT PAYMENT**

37.01 A Teacher having not less than five (5) consecutive years of contracted service with the Hastings and Prince Edward District School Board and its predecessors, immediately preceding cessation of employment, and who ceases to be employed by the Board because of age or who for reasons of ill health acceptable to the Board and who, upon retirement, is entitled to a pension under the Teachers Pension Act shall be eligible to receive a sick leave credit payment based on the following formula:

$$37.01.01 \quad \text{SLCP} = \frac{1}{2} \text{ of } \frac{\text{CSL}}{200} \times \text{S} \times \frac{\text{N}}{20}$$

37.01.02 Where SLCP is the amount of sick leave credit payment; CSL is the number of sick days accumulated with this Board or its predecessors, to a maximum of 200 days; S is the employees' grid placement plus applicable allowances at the time of retirement; N is the number of school years of service (full or part time, not pro-rated, even if the employee is currently working or has worked part time throughout their career) as recognized by this Board and its predecessor Boards to a maximum of 20 years.

37.01.03 For retiring Teachers receiving LTD insurance benefits, the waiting period for insurance purposes shall not be subtracted from the number of cumulative sick days.

37.02 A Teacher who has elected to work part-time as prescribed in The Education Act, Section 180 (3), shall be entitled to a sick leave credit payment as if the Teacher were full time.

37.03 Where a Teacher is retired compulsorily from the Board's service at the end of the school year in which the Teacher attains the age of 65 years and where because of this the Teacher would not be able to complete the required minimum of five (5) consecutive years of contracted service with the Board, or for other reasons acceptable to the Board, the Director of Education may

authorize the granting of a sick leave credit payment in accordance with the other conditions contained in this plan.

- 37.04 In the case of the death of a Teacher prior to retirement, his/her designated beneficiary if so named, or estate shall be entitled to a payment equal to the number of sick leave credits accumulated at the date of death to a maximum of one-half year's earnings at the rate received by the Teacher immediately prior to his/her death. Each Teacher will be asked to choose between designating the beneficiary or including the SLCP in the Teacher's estate in 2000-2001 school year, and subsequently upon initial hiring. This statement of beneficiary will form part of the annual Credits and Contribution Notes (see Section 10.01). The beneficiary may be revised at the written request of the Teacher.

## **ARTICLE 38 – SENIORITY, TEACHERS AVAILABLE for TRANSFER, SURPLUS and RECALL**

### **Transfer and Surplus Process**

#### **38.01 Definitions**

- 38.01.01 **School Group (SG)** - The School Group is a group of Elementary schools which send students to a Secondary School, and other schools which are grouped together for geographical and organizational reasons, and Special Schools in the School Group area.
- 38.01.02 **Teacher Available for Transfer (TAT)**- One or more Teachers may be declared Teacher(s) Available for Transfer (TAT) from a school after the application of the staffing formula indicates that a reduction of staff is necessary. District School Board seniority listing and a consideration of program needs, as described below, will be used to determine if a position for that Teacher will no longer be available within the school. In accordance with the following, the Teacher named TAT will be transferred to another school. Being TAT from a school does not necessarily mean that a Teacher is redundant. Redundancy is determined using the Surplus to System criteria.
- 38.01.03 **Brokers**- Each School Group Principals' Cabinet will appoint one representative to serve as the School Group representative on the Elementary Teacher Placement Committee (ETPC). This representative shall represent all school staffing needs declared within the School Group (SG).
- 38.01.04 **District School Board Union Representatives**- The Union will name the President and Union members to the Elementary Teacher Placement Committee (ETPC) and to the Transfer and Surplus Standing Committee. The President shall decide which School Group(s) each representative shall represent. Each representative shall represent all Teachers declared Teacher Available for Transfer

(TAT) in that School Group and Surplus to the System (STS). The School Group Union Representative will be included in the School Group declaration concerning Teacher(s) Available for Transfer (TAT).

- 38.01.05 **Elementary Teacher Placement Committee** - This Committee is composed of:  
The Joint Staffing Committee  
Eight School Group Brokers (38.01.03)  
Eight School Group Union Reps. (38.01.04)  
The Elementary Teacher Placement Committee (ETPC) is responsible for the placement of Teachers, deemed to be Teachers Available for Transfer (TAT) and Surplus to the System.
- 38.01.06 **Panel** - The collective body of elementary Teachers in the Hastings and Prince Edward D.S.B. is referred to as a panel.
- 38.01.07 **Part-time Teacher** - A Teacher under contract to The Hastings & Prince Edward District School Board for less than full time employment.
- 38.01.08 **School Group Principals' Cabinet** - All Elementary principals within a School Group area, and the School Group Superintendent.
- 38.01.09 **Pink Sheets** - Internal advertising for available teaching positions.
- 38.01.10 **Qualified** - A Teacher may be deemed qualified if given permission to teach by the Ontario College of Teachers.
- 38.01.11 **School** - This refers to any elementary school in which there are classrooms in the Hastings & Prince Edward District School Board. For the purposes of this agreement, William R. Kirk and the Board office are treated as Elementary schools.
- 38.01.12 **School Union Representatives** - The School Steward will be present at the determination of Teachers Available for Transfer (TAT) within their schools.
- 38.01.13 **School year** - The year as defined in the Collective Agreement.
- 38.01.14 **Seniority** - As of April 9, 1998, seniority shall be determined using total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union. When seniority is calculated, June 30 of the current school year will be used. Ties in years of seniority will be broken using the amended criteria as described below.
- 38.01.15 **Staffing Formula** - The negotiated methods which are recognized for calculating the number of Teachers on staff in Hastings & Prince Edward District School Board.

- 38.01.16 **Surplus to the System (STS)**- A Teacher may be declared Surplus to the System in the Elementary panel when the number of Full Time Equivalent (FTE) Teachers under contract exceeds the number of Full Time Equivalent (FTE) positions available, after application of the staffing formulas and other Board staffing needs. These Teachers will generally have the least teaching experience in Hastings & Prince Edward District School Board.
- 38.01.17 **Teacher** - This refers to a member of the Elementary Teachers' Federation of Ontario who is employed by The Hastings & Prince Edward District School Board under this Collective Agreement.
- 38.01.18 **School Closure**- In the event of a school closing, Teachers will become a System Responsibility and subject to the Transfer and Surplus process. The staff of a twinned school are considered to be one staff.

## **38.02 Seniority for Elementary Union Members**

- 38.02.01 **North Hastings S.G. Seniority List** - In times of declining enrolment within the North Hastings School Group, the Joint Staffing Committee, based on projected enrolment, shall identify the Teacher(s) to be determined surplus in that school group. The identified Teacher(s) will be selected on the basis of least seniority within the North Hastings School Group. The selected Teacher(s) will retain entitlement to any position(s) created in the North Hastings School Group during the following year for which they are qualified. A Seniority List for North Hastings, separate from, but based on the Board Seniority List, shall be determined and compiled by the Board in consultation with the Joint Staffing Committee.
- 38.02.02 **Seniority Determinant**  
Seniority for Elementary Union members of the Hastings and Prince Edward District School Board will be determined using Total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union. When seniority is calculated, June 30 of the current school year will be used.
- 38.02.03 **Accuracy of Draft List**  
The draft seniority list will form the basis for the master seniority list for the Elementary Union members in any subsequent determination. Staff with the same number of years seniority will remain tied until tie-breaking is applied to sections of the list, as described below.
- 38.02.04 **Verification by Staff**  
Annually, copies of the draft master seniority list will be distributed to schools and other designated locations where Union members work. A period of two weeks will be allowed from receipt of the list for members to check for errors and report these to the Human Resources Department in writing, stating the nature of the error, and

providing supporting documentation to justify their claim, where possible. All staff must assume responsibility for accuracy of their own information at this stage to ensure correct placement on the list. Principals will ensure that all staff have reviewed the list and will contact all staff, including those Teachers on Approved Leaves to confirm their access to the list. In the event that a staff member cannot be contacted during the two-week period, the Human Resources Department will make a tentative confirmation of seniority, subject to contacting the member. The Human Resources Department and the President or designate will review the placement concerns and a representative of the Human Resources Department will reply in writing regarding the determination of the members years of seniority.

**38.02.05 Ties**

The tie-breaking process, as described, will continue to be applied to successive levels of the seniority list until all staff are correctly placed on the list. This should be completed annually prior to January 31. Once correctly located on the Master Seniority List, a person's relative seniority should not change while a Union member, except as described in the Collective Agreement.

Tie-Breaking of Seniority Years of Experience will be applied for Hastings and Prince Edward District School Board Staff using the following criteria:

- 38.02.05.01 Total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union.
- 38.02.05.02 Total continuous Elementary teaching experience, as recognized by the Hastings and Prince Edward District School Board and its predecessor by start (actual) date.
- 38.02.05.03 Total years of Elementary teaching experience in Ontario.
- 38.02.05.04 Total length of teaching experience as is recognized by the Board for payroll purposes. (See 10.06 to determine teaching experience criteria. Total teaching experience for seniority purposes may pierce grid maximum years of experience).
- 38.02.05.05 Category rating in descending order from Category A4 to Category A until tie-breaking is complete. Staff will then remain on the seniority list using Category rating criteria, but will not be allowed to improve their seniority ranking if their QECO rating is improved.

New staff hired after August 31, 1998 will not be ranked according to this criteria.

- 38.02.05.06 Any ties which still remain will be broken by lot, by the Director or designate in the presence of the Union President who will attest to the order of names selected (first chosen will be above others in this tied category). A written, signed record will be kept in descending order for validation purposes.

### 38.03 **Seniority Credit Procedures**

- 38.03.01 Teachers under contract shall receive a full year seniority credit for each year under contract. Seniority credit does not necessarily equate to placement on the salary grid.
- 38.03.02 Where the Board grants a part-time leave of absence to a Teacher on permanent contract teaching full-time, the Teacher will receive full year seniority credit.
- 38.03.03 Teachers who teach part-time or full-time and who are granted full leaves of absence will receive full year seniority credit. After five (5) consecutive years, leaves may continue to be granted but no seniority will accrue.
- 38.03.04 Teachers who are requesting part-time leaves of absence will receive the leave from the school in which they are placed by the Transfer and Surplus (T & S) process, and upon return from the leave will be placed at that school, subject to the Transfer and Surplus (T & S) process.
- 38.03.05 Leaves of Absence will be rescinded if the Teacher's contract is terminated due to a surplus of Teachers as outlined in these Transfer and Surplus (T & S) processes.
- 38.03.06 Teachers granted maternity or paternity leaves will receive full seniority credit for the duration of the leave.
- 38.03.07 Teachers filling a Long Term Disability (L.T.D) vacancy for a period of time which is greater than one full teaching year shall be granted seniority credit for the full teaching period.

### 38.04 **Determining Teacher(s) Available for Transfer (TAT) from a School**

#### 38.04.01 **TAT Procedures at School Level**

The determination of Teachers Available for Transfer (TAT) in each school will follow these procedures:

- 38.04.01.01 The Superintendent(s) responsible for Staffing shall

apply a staffing formula as negotiated to determine the staffing allocation to each school for the next school year. Staffing allocations will be reviewed by the Joint Staffing Committee prior to being sent out to each school.

- 38.04.01.02 If a reduction of staff is required, the Principal, with the School Steward, shall apply the seniority and tie-breaking criteria (see above) to the current school staff list to determine the Teacher(s) with least system seniority in the school. To decide which of these Teachers will be Teachers Available for Transfer (TAT) from the school, the criteria from Section 38.05 will be used. Vacancies should be determined if possible, at this time. Total D.S.B. seniority is used for TAT, not length of time in a school.
- 38.04.01.03 The Principal, in the presence of the appropriate School Union Representatives, shall inform potential Teachers Available for Transfer (TAT) immediately following this meeting. The T.A.T. member will be given a Transfer Form at this time to complete.
- 38.04.01.04 Principals, School Group Superintendents, and District School Board Union Representatives shall hold School Group Cabinet meetings to confirm those TAT positions identified in Section 38.04.01.02. A School Group TAT list will be forwarded to the Human Resources Department after these meetings. Following the School Group Cabinet meeting, District School Board Union Representatives will collect completed Transfer Forms from the appropriate Principal for identified T.A.T. School Group members. District School Board Union Representatives will make every effort to contact the identified T.A.T. members from their respective school group.
- 38.04.01.05 After staffing is confirmed, the Principal shall promptly forward any vacancies within a school to Human Resources to be advertised internally in the form of "Pink Sheets".

**38.05 Teacher Available for Transfer (TAT) Criteria at the School Level**

- 38.05.01 If there is a need for a reduction in the number of staff in a school, Union members may not place themselves on the Teachers Available for Transfer (TAT) list except as in 38.05.02 to 38.05.03.
- 38.05.02 A Teacher teaching in more than one school, who is declared Teacher Available for Transfer (TAT) from only one school will have

the following options:

- 38.05.02.01 Teacher Available for Transfer (TAT) from all schools, (TAT for the full contractual entitlement).
- 38.05.02.02 Maintain the assignment in the school(s) from which the Teacher was not declared Teacher Available for Transfer (TAT) if the Elementary Teacher Placement Committee (ETPC) can locate a compatible position for the Teacher Available for Transfer (TAT) amount.
- 38.05.03 Where a school has to reduce staff by a fraction of a position, a Teacher who is declared Teacher Available for Transfer (TAT) will have the option of remaining for the balance of the teaching assignment available or of going Teacher Available for Transfer (TAT) for the full extent of their contract.

#### **14 Maintaining Ministry i Requirements**

Teachers engaged in special teaching programs for which additional certification is required by the Ministry, may be excluded from the Teacher Available for Transfer (TAT) list by the Joint Staffing Committee only if the program certification requirements can not be waived by the Board or satisfied by other staff using any of the following:

- 38.05.04.01 More experienced staff (with greater system seniority) in the school are not qualified, or
  - 38.05.04.02 More experienced staff in the school could not, or would not qualify, to provide such special instruction which requires Ministry certification, before the program begins, or
  - 38.05.04.03 School re-organization cannot eliminate the certification problem.
- 38.05.05 **Exempting Teachers with additional Ministry Certification from teaching in their Area of Certification**

Teachers may be exempted from being required to teach a program for which additional Ministry certification is required after seven (7) years of teaching in the specialty area if other staff are available in the school to provide the program. The above exemption must be initiated by the specialty Teacher involved. The Teacher must apply annually, in writing, to the Principal, and appropriate Superintendent, requesting this exemption and outlining the reasons for this request. The Principal and Superintendent will determine if the exemption will be granted and Joint Staffing Committee will be advised. Such an exemption may result in that Teacher becoming Teacher Available for



Transfer (TAT). A Teacher who would like a change from such a program may also be considered in the Mobility process (Article 17), with the request to be exempt from teaching such a program being considered.

- 38.05.06 All Teachers Available for Transfer will complete a Transfer Form which describes their teaching qualifications, their geographic choices and their teaching preferences [see 38.14 - Hastings and Prince Edward D.S.B. Information Form].
- 38.05.07 A Teacher will be removed from their school's Teacher Available for Transfer (TAT) List if a change in enrolment or teaching strength occurs at that school level that creates a vacancy. This is based upon seniority/tie-breaking if more than one Teacher is TAT at that school level.

**38.06 P for i : who are Surplus to Syste (STS)**

- 38.06.01 In the Elementary panel, the seniority list of all Teachers with their teaching experience will be compiled and distributed to each school and to the Union President. All Teachers covered by this Collective Agreement and appropriate administrative personnel will have access to the seniority list. In each school, this list will be kept with the School Staffing Committee minutes when not in use by the members.
- 38.06.02 If a surplus of staff is indicated, based upon the number of Full Time Equivalent (FTE) Teachers under contract exceeding the number of Full Time Equivalent (FTE) positions available, the Superintendent of Human Resources will prepare lists for the Elementary panel which identify:
  - (a) the names and qualifications of Teachers who may be Teachers Available for Transfer (TAT) in their schools; and
  - (b) names, seniority and qualifications of Teachers with the least Hastings and Prince Edward District School Board seniority. This information will be verified by the Joint Staffing Committee. This is a list of Teachers who may be Surplus to the System (STS).
- 38.06.03 This process is to be completed as early as possible between January 31 and April 30 or other date as agreed to by the Joint Staffing Committee.
- 38.06.04 The Joint Staffing Committee may consider Voluntary Mobility transfers at this time to help reduce TAT at the school level. (See Article 17).

38.07 **Elementary Teacher Placement Process - Offers and Placements to TAT & STS Teachers**

- 38.07.01 At the School Group Principals' Cabinet meeting, where the TAT declarations are to be made, the designated District School Board Union Representative will be present. A needs and/or surplus summary based on all available information, including Teacher Information Forms (38.14.01), will be prepared and copies of this summary shall be sent to the Union President.
- 38.07.02 Each School Group Principals' Cabinet shall appoint a Broker to represent school staffing needs within its School Group. Surplus staff identified as a system responsibility at the Education Centre shall be represented by the Union President. The Education Centre is considered to be a school. The Union Representatives shall represent each Teacher Available for Transfer (TAT) within the School Group or school.
- 38.07.03 The Elementary Teacher Placement Committee (ETPC) will hold its first meeting at the call of the Superintendent of Human Resources at the earliest possible date.
- 38.07.04 The Elementary Teacher Placement Committee (ETPC) shall receive the Transfer Forms and attempt to reassign those Teachers Available for Transfer (TAT) to positions for which they are, or would become, qualified, on the basis of seniority, with consideration to geography, academic and personal preferences.
- 38.07.05 **Offers** - Teachers who are Available for Transfer (TAT) and Surplus to the System (STS) may be offered more than one position. Staff may agree to an offer to relocate to a new school. Rejection of an offer does not jeopardize the Teacher's position on the TAT or STS lists and other offers may be made at a later time in the placement process.
- 38.07.06 **Placements** - A formal placement in a position occurs when the Committee feels that a match between a TAT or STS Teacher and the available position has been made. If a Teacher rejects a position in which the Teacher is placed, and for which the Teacher is qualified, then the Teacher will not be placed until all other Elementary Teachers have been considered in the placement process. This Teacher will be added to the Recall List and may be offered other teaching opportunities as they become available, or during the Interpanel Placement of Elementary Teachers in Secondary Vacancies process (see below) or as a result of the Recall Procedures and Process (see below). Priority for these subsequent offers and placements will be by seniority, as described below.
- 38.07.07 **Other Types of Transfers** - Administrative Reassignments and Voluntary Mobility Transfers may be reviewed in conjunction with this

process to redeploy other staff into known positions. This may result in other placement opportunities for TAT and STS staff, since other types of transfers may create different positions to be considered. (See Article 17).

- 38.07.08 **Geographical Consideration**- A formal TAT placement into a position will be no more than 40 km from the previous school to the new school(s) unless no other positions are available within that distance. The ETPC will also attempt to make STS placements within a 40 km distance from the previous school(s). Placements and offers in excess of 40 km may be considered by the ETPC if the new position does not increase the driving distance from the Teacher's home.
- 38.07.09 Contact regarding the placement of staff from the Teachers Available for Transfer (TAT) list and the Surplus to the System (STS) list shall be made by the Union Representative. This placement must be accepted or rejected within twenty-four hours of notification (exclusive of weekends).
- 38.07.10 All parties will accept the placement decisions of the Elementary Teacher Placement Committee (ETPC), subject to interpretation by the Joint Staffing Committee.
- 38.07.11 A Teacher declared Teacher Available for Transfer (TAT) shall be removed from consideration if a subsequent vacancy occurs in his/her school for which he or she is qualified, or would become qualified to teach.
- 38.07.12 Teachers placed during the Teachers Available for Transfer (TAT) process shall be notified in writing by the Director or designate.
- 38.07.13 The Human Resources Department will inform the Union President prior to the first day of school in September of Teacher placements made during July and August and those Teachers who remain Surplus to the System.

### **38.08 Interpanel Placement of Elementary Teachers in Secondary Vacancies**

- 38.08.01 Elementary Teachers who are qualified to teach in the secondary panel and who are surplus to the elementary panel, will be considered for any available secondary vacancies. The Board will inform the Local Union of the timing and process to allow Elementary Teacher to be considered for these vacancies.
- 38.08.02 Secondary principals will identify vacancies and describe the subject and qualification requirements for each position.
- 38.08.03 A Placement Committee made up of representatives of the Elementary and Secondary Unions, the Human Resources

Department and the Secondary principals will consider the available vacancies and the list of surplus Teachers, in seniority order, to determine if any Teachers can be "matched" to positions.

- 38.08.04 In cases where people and positions are determined to be compatible, an offer will be made to the surplus elementary Teacher.
- 38.08.05 A refusal of an offer by an elementary Teacher will not be considered a rejection under the terms specified under the Elementary Collective Agreement.
- 38.08.06 Acceptance of an offer to teach in a secondary school program by an elementary Teacher will be subject to the following conditions:
  - 38.08.06.01 The teaching position is for a one year period only and may only be extended by mutual consent of the Teacher, the principal and the Ontario Secondary School Teachers' Federation.
  - 38.08.06.02 The Teacher will retain his/her elementary Union affiliation for up to two years. Union dues shall be paid to the respective Union.
  - 38.08.06.03 The Teacher will annually accrue one year of seniority on the elementary seniority list.
  - 38.08.06.04 The Teacher will return to the elementary staff through the pink-sheet process or be placed by the Elementary Teacher Placement Committee as a "system responsibility". The Broker for any Teachers returning to the Elementary Panel will be the Superintendent of Human Resources.

### **38.09 Interpanel Placement of Secondary Teachers in Elementary Vacancies**

No interpanel placement of Teachers can take place until all Elementary Teachers Available for Transfer and Elementary Teachers Surplus to the System have been placed or have been offered the position and rejected the position.

Provided that the Elementary Panel has vacancies after part-time Teachers have been offered an increase in entitlement and the Secondary Panel has qualified Teachers Surplus to the System, these procedures are followed.

- 38.09.01 Secondary Teachers who are, or would become qualified to teach in the Elementary panel, and who are surplus to the Secondary Panel, will be considered for any available Elementary vacancies. These Secondary Teachers will fill out a Transfer Information Form for use in the interpanel meeting. The Joint Staffing Committee will decide the point at which Secondary Teachers can be considered.

- 38.09.02 Elementary principals will identify vacancies and describe the subject and qualification requirements for each position.
- 38.09.03 An Interpanel Placement Committee will be formed with representatives of the Elementary and Secondary Unions, the Human Resources Department and Elementary Principal Brokers who have School Group vacancies. This Interpanel Placement Committee will consider the available vacancies and the list of surplus Secondary Teachers, in seniority order, to determine if any Teachers can be "matched" to positions.
- 38.09.04 If people and positions are determined to be compatible, an offer will be made to the surplus Secondary Teacher.
- 38.09.05 A Secondary Teacher who refuses an offer of an Elementary transfer will not be considered to have made a rejection under the terms specified under the Secondary Collective Agreement.
- 38.09.06 Acceptance of an offer to teach in an Elementary school program by a Secondary Teacher will be subject to the following conditions:
  - 38.09.06.01 The teaching position is for a one year period only and may only be extended by mutual consent of the Teacher and the Joint Staffing Committee at the subsequent year's Interpanel Placement meeting (38.09).
  - 38.09.06.02 The Teacher will retain his/her Secondary Federation affiliation during the year of Interpanel placement.
  - 38.09.06.03 The Secondary Teacher in the Elementary position may accrue one year of seniority on the Secondary seniority list, subject to that Collective Agreement. If the Secondary Teacher applies for a vacancy in the Elementary panel and is hired in a subsequent year, the Teacher may apply for Elementary seniority credit (38.13).
  - 38.09.06.04 The Teacher will return to the Secondary staff through the pink-sheet process or be placed by the Secondary Staffing Committee.
  - 38.09.06.05 Membership affiliation of a Teacher transferred into the Elementary Panel is governed by Ontario Teachers' Federation (OTF) policy.
  - 38.09.06.06 This process must be completed by August 31.

### 38.10 **Reassessment of Interpanel Placements**

Separate meetings of each panel's placement group will be held to assess the process up to that date. All moves made to date are reviewed with every effort being made to incorporate geographic location, qualifications and personal desires in that review. At this time, all Teachers successfully/unsuccessfully placed are officially notified by the Director or designate.

### 38.11 **Teachers Surplus to the System and Termination Letters**

38.11.01 Determination of the number of Teachers who are potentially Surplus to the System (STS) will be made by the Director or designate, following input from the Joint Staffing Committee.

38.11.02 Teachers who are potentially Surplus to the System (STS) will be notified in writing by the Director or designate. After June 30th of the contract year, these Teachers who have not been placed will be declared redundant, will receive termination letters and will be placed on the Recall List, as described below.

38.11.03 Any Teachers who remain Surplus to the System (STS) at the end of the entire placement process shall be the Teachers with the least seniority, subject to qualifications.

38.11.04 **Termination Letters Resulting from These Procedures**  
After the Transfer and Surplus (T & S) process is complete, all Teachers on contract with The Hastings and Prince Edward D.S.B, whose contracts with the Board are terminated as a result of the procedures outlined in this process, will receive a suitable letter signed by the Director of Education explaining the reasons for their termination. August 31 is the official termination date.

### 38.12 **Recall Process and Procedures**

38.12.01 All Teachers on contract and declared redundant to the Elementary panel will be given Right of Recall for a period of two years from the end of the contract year in which they are declared redundant.

38.12.02 All Teachers, whose contracts are terminated due to redundancy, will be given Recall Rights in accordance with the Employment Standards Act.

38.12.03 Staff who have accumulated more than two years of service with the Board are entitled to a severance allowance if they are declared redundant. The amount of severance pay is based on a one time payment of 4% of that person's grid salary for all Teachers who are declared redundant. Acceptance of a severance allowance ends the Board's obligation to that person.

- 38.12.04 All Teachers on the Recall List have the right to purchase benefits under the Board's group plan at no cost to the Board.
- 38.12.05 A staff member must accept or reject a formal offer of a teaching position within a period of **24** hours from the time of the formal offer. This time excludes weekends.
- 38.12.06 During the recall period the employee will accumulate seniority credit.
- 38.12.07 First priority will be given to Teachers on the Recall List for inclusion on the Occasional Teachers (O.T.) List when O.T. vacancies occur. This does not eliminate any Rights of Recall during the Recall period. The Board will not fill subsequent O.T. list openings until the Transfer and Surplus process determines whether there are Teachers on the Recall List who have not had an opportunity to join the O.T. List.
- 38.12.08 Every attempt will be made to avoid dividing positions to reach the amount of contractual entitlement.
- 38.12.09 The Human Resources Officer (Teaching Staff), and the Superintendent of Human Resources or designate will be responsible for maintaining the Recall List and making contact regarding vacancies.
- 38.12.10 Principals will contact the Human Resources Department as soon as they have any information regarding vacancies, leaves, retirements or other openings. The Human Resources Officer (Teaching Staff), or designate, will contact staff on the Recall List concerning acceptance of the position. Seniority and qualifications will be the only criteria for selection, in accordance with the following considerations:
- 38.12.11 Conditions for offering a position to contract staff on the Recall List:
- 38.12.11.01 **Qualifications**- Staff must be qualified to teach the subject(s)/levels. Staff may agree to become qualified in the summer or during the year. (See Retraining and Professional Upgrading)
- 38.12.11.02 **Geographical Consideration**- A position should be no more than **40** km from the previous school to the new school(s) unless no positions are available within that distance. Offers in excess of **40** km may be considered if the new position does not increase the driving distance from the Teacher's home.
- 38.12.11.03 **Availability** - Up to June 30th of each year, vacancies that occur after the final placement meeting will be filled from the Recall List. No calls will be made for vacancies which occur after June **30** until the period of August **20 - 28**. At this time, every attempt will be

made to fill vacancies with people on the Recall List. After September 1st, vacancies will be filled as they occur. Staff will make every effort to remain available for recall by the Board during the period of redundancy. (Telephone, fax, E-mail, web, pager, and summer/home addresses, which are appropriate, should be on file with the Board.) In the event that the Board makes a reasonable effort (two attempts on each of two consecutive working days) to contact the staff member and is unable to do so, the Board will move to the next name on the list. This is not considered a rejection by the staff member.

- 38.12.11.04 **Contractual Entitlement**- The Board will attempt to match the teaching load (percent of the teaching day or year) for which the redundancy occurred, to the job offer.
- 38.12.11.05 Acceptance of a teaching assignment for a percentage which is less than the actual entitlement, may occur. Prior to the beginning of the school year, staff who have accepted an offer of a position for a reduced teaching load, will be given the opportunity to increase their teaching assignment to that for which they are entitled if new positions become available. After the beginning of the school year, the Board will offer increases in teaching assignment to this person if program and geographical considerations allow this to happen. Teachers who fill a partial vacancy will continue to be considered for up to two years for the portion of their contractual entitlement not filled. Refusal of a position less than the Teacher's contractual entitlement does not constitute a formal rejection.
- 38.12.11.06 No interruption of service will be considered to have occurred when an offer is accepted. Seniority is accumulated while on the Recall List.
- 38.12.11.07 When all redundant staff have been recalled in accordance with the above, part-time staff who would like to increase their assignment back to full time will be allowed to do so as openings/vacancies occur. This may occur for part or full year duration and must be with mutual consent. Part-time staff, who have letters of intent to increase their teaching percentage on file with the Board, will be considered during this process if there are no staff on the Recall List who can or will accept the identified position.



38.12.11.08 **Rejecting an Offer** - One offer may be rejected by that person for PROGRAM or PERSONAL reasons. First rejection of a position does not change the staff member's order on the redundancy list. Should a second offer be rejected, the Board will have no further obligation to the Teacher.

38.12.11.09 **New Vacancies for Recall and Part Time Teachers** - A vacancy that occurs as a result of any new or continuing leave, retirement or resignation by another member covered by this Collective Agreement, will be offered to staff on the Recall List and other part-time staff who wish to increase their teaching load, in accordance with the Collective Agreement.

A vacancy may be for part of a year. In this case, the "Recall" staff member will return to the Recall List. Other staff will return to previous contractual entitlement, or to another position as agreed prior to transfer.

38 3 **Seniority Review**

Secondary/Elementary Teachers who apply for bonafide elementary/secondary teaching positions will have their seniority reviewed by the Joint Staffing Committee, upon request, for the purpose of making a recommendation to Human Resources regarding the allowance of maintaining seniority in the **new** panel.

38.14 The **Hastings and Prince Edward District School Board Information Form** will be completed on request when Teachers are being considered for transfer to other locations. This form is intended to help provide relevant information concerning teaching strengths and geographical and career preferences when TAT, STS, Mobility and other transfers are being considered. The Joint Staffing Committee may amend the form to help the committee match educational needs with Teacher strengths and goals.

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD APPLICATION FORM

TAT _____	STS _____	Mobility _____
Principal:	Contractual Entitlement:	Current School:
Home Community:		Home Phone No.:
Next Year's Probable Teaching Assignment:		
Previous Teaching Assignments:		
Grade Level Qualifications:		
Number of Continuous Years Teaching in Hastings and Prince Edward DSB:		
Number of Years Total Teaching Experience in Hastings and Prince Edward DSB:		
Qualifications (include courses not used for Category Placement):		
Teaching Assignment Preferences(Grade/Subject Area):		
<b>Most</b> Desired:	1st:	
	2nd:	
	3rd:	
Geographic Location Preference:	1st	
	2nd:	
	3rd:	
Other Pertinent Data:		
<b>Signature of Teacher:</b>		<b>District School Board Union Rep:</b>
<p>The personal information contained on this form has been collected under the authority of the Education Act, R.S.O. 1980, c. 129, as amended, and will be used to determine staff assignments, exchanges, exchanges and transfers in accordance with the Collective Agreement; and will be used to prepare personnel and staff records. If you have any questions about this form, please call the Human Resources Department at 966-1170 or your Union President, 962-1210.</p>		

## **ARTICLE 39 - SEPTEMBER ENROLMENT IMBALANCES**

- 39.01 The Joint Staffing Committee will meet no later than the first week of October each year to identify possible staff relocation needs and vacancies in schools that have resulted from shifts in enrolment.
- 39.02 Principals will report to their respective Superintendents and they in turn will provide the data to the Joint Staffing Committee for this meeting.
- 39.03 No later than October 15th all schools that have been identified as needing staff reductions due to changes in enrolment, will be provided with an information meeting that includes Union representation and a Superintendent. Vacancies in the system will be declared at that time. The intent of the meeting will be to answer questions and encourage staff to consider voluntary Mobility in order to address surplus staffing in their respective schools (see Article 17) .
- 39.04 Teachers in schools that have been identified as needing staff reductions due to changes in enrolment, may volunteer for Mobility to a temporary placement in another assignment, no later than October 18th. They will declare in writing their intent, including the vacancies they are interested in, to the Joint Staffing Committee. Principals will then forward these letters to the Joint Staffing Committee for consideration and placement. A Memorandum of Mobility will be completed in accordance with Article 17, Mobility.
- 39.05 If voluntary Mobility does not solve the staff imbalance, then the Transfer and Surplus process for determining Teachers Available for Transfer will be applied by the Joint Staffing Committee. (See 38.04 and 38.05)
- 39.06 Part-time Teachers may have the right to increase their contractual entitlement at this time, providing that:
- 39.06.01 There are no Surplus staff on the Recall List (see Surplus to System in T&S Process, Article 38) who can or will accept the identified vacancy, and;
  - 39.06.02 The vacancy has not been filled by this Enrolment Imbalance.
- 39.07 Redundant Teachers filling a vacancy continued into a new school year will return to the same position on the recall list if the Teacher on leave returns during that year.
- 39.08 All Teachers involved in the voluntary Mobility process will have the opportunity to be considered at their original school or at their new school for staffing purposes in accordance with Article 17, Mobility. These Teachers must indicate their intention in writing to the Human Resources Officer, Teaching Staff by March 31 or such other time as determined by the Joint Staffing Committee, see 15.02.06.

## **ARTICLE 40 – PART-TIME ASSIGNMENTS**

0 **Definition of Teacher on Part-Time Assignment**

A Teacher on part-time assignment is a Teacher employed on a regular basis for other than full-time duty.

40.02 **Part-Time Leave**

40.02.01 A non-probationary Teacher with a full-time assignment who, prior to April 1, requests a part-time leave commencing the following school year shall have the request granted. The Teacher shall make his or her Principal immediately aware of a request for a leave.

40.02.02 A non-probationary Teacher who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave period.

40.02.03 A non-probationary Teacher may apply prior to April 1 for an extension of the Teacher's part-time leave and such extension shall be granted.

40.02.04 On return to a full-time assignment, the Teacher has the right to continue to be a member of the staff of the school in which the Teacher had a part-time assignment, subject to the Transfer and Surplus procedures in Article 38.

40.03 **Salary and Allowances**

A Teacher on part-time assignment shall be paid according to the salary schedule and allowances in this Collective Agreement, pro-rated unless otherwise specified in this agreement.

40.04 **Experience Credit**

A Teacher on part-time assignment shall receive credit for teaching experience on the following basis:

40.04.01 less than .5 assignment or less than one-half school year: one-half year credit.

40.04.02 .5 assignment or more, or one-half school year or more: one full year credit.

40.05 **Seniority**

For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

40.06 **Preparation Time**

A Teacher on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day.

**40.07 Scheduling of Assignments**

In assigning duties to a Teacher on part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the Teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the Teacher and the Joint Staffing Committee.

**40.08 Requests for Increase in Assignment**

40.08.01 Upon initial hiring, and on the annual commencement of each part-time Teacher's school year, the Board will provide a written summary of the process required to be considered for an increase in assignment. Part-time Teachers who have letters of intent to increase their teaching entitlement on file with the Human Resources Department will be considered for increases in teaching time. (See Article 5 and Section 39.06).

40.08.02 If no increase in teaching time is recommended the rationale for the decision shall be given to the Teacher concerned by the Board.

40.08.03 Part-time Teachers are free to accept a new or increased position, during the period of time between the completion of the Transfer and Surplus (T & S) process and the conclusion of any final reorganization of staff or classes in September. Acceptance of an increased contractual position must have the approval of the Superintendent.

**ARTICLE 41 – CHANGES IN ORGANIZATION AND METHODS**

**41.01 Advance Notice of Planned Changes**

At least sixty (60) days prior to the introduction or implementation of any planned changes in organization including the reorganization of schools and classrooms, changes in methods of school operation, or changes in teaching methods affecting Teachers, the Board shall make every endeavor to advise the Union of the planned change or changes. Such prior notice shall contain full and relevant information respecting:

41.01.01 The nature and the degree of the change or changes,

41.01.02 The date or dates on which the Board plans to effect the change or changes, and

41.01.03 The location or locations involved.

41.01.04 **Union Management Committee Recommendations**

Where the impact of the initiative is deemed by the Union Management Committee to have significant implications for the System as a whole, recommendations may be made to administration for a deferral of the implementation to permit additional time to consider.

41.02 **Union/Management Committee**

The Union/Management Committee will have equal representation from the Elementary Teachers' Federation of Ontario and the Hastings and Prince Edward District School Board. There shall be a minimum of (3) members from each party, one of which will be the Superintendent of Human Resources, and one of which will be the Local Union President. The Committee will be a consultative body, sharing information and dealing with issues of concern of the Union and Management. The Committee may make recommendations to the representative bodies.

41.02.01 The Committee will be co-chaired by the Superintendent of Human Resources and the Local Union President, who will chair alternate meetings.

41.02.02 The Committee will meet quarterly during the school year or more frequently at the call of either or both of the co-chairs. An agenda will be produced, by the co-chairs, for each meeting, one week in advance of the meeting.

41.02.03 Minutes will be kept of the meetings of the Union/Management Committee.

41.02.04 Any new Ministry/Board initiatives shall be forwarded to the Union Management Committee for full discussion and full disclosure prior to implementation.

41.02.05 Any Board initiative will be clearly described as to purpose and where it fits into the System Strategic Plan. Details included will address timelines, release time requirements, necessary training and any other additional support staff including other resources required. The Union Management Committee may make recommendations to the Board on any areas of concern including field testing if believed necessary.

**ARTICLE 42 – GRIEVANCE AND ARBITRATION PROCEDURE**

42.01 **Definition of Grievance**

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be

made to settle such a grievance fairly and promptly in the following manner.

#### 42.02 **Individual Grievance**

##### 42.02.01 **STEP 1**

Grievance(s) must be submitted in writing to the appropriate Superintendent or designate by the Union. Within 10 (ten) school days of receipt of the grievance a meeting will be held with the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within 10 (ten) school days of the meeting. All grievances shall be filed within ten (10) school days of the alleged incident.

##### 42.02.02 **STEP 2**

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

##### 42.02.03 **STEP 3**

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

#### 42.04 **Time Lines**

Grievance time lines may be extended by mutual consent of the parties. Arbitration time lines are not extendable.

#### 42.05 **Arbitration**

When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within 5 (five) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

#### 42.06 **Decision of the Arbitrator**

An arbitrator shall give a decision within 30 (thirty) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

#### 42.07 **Board of Arbitration**

When both Parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within 5 (five) school days inform the other party of the name of its appointee to the arbitration board. The 2 (two) so selected shall, within 5 (five) days of the appointment of the second of them, appoint a third person who shall be the chair. If the 2 (two) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

#### 42.08 **Powers of the Board of Arbitration**

An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act and, in addition, has the power

- 42.08.01 to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time, where in its discretion considers it proper to do so;
- 42.08.02 to grant such interim orders, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and,
- 42.08.03 to enforce a written settlement of a grievance.

#### 42.09 **Decision of the Board of Arbitration**

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

#### 42. **Expenses of the Arbitrator or Board of Arbitration**

Both Parties agree to pay ½ (one-half) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective appointees and ½ (one-half) of the fees and expenses of the chair of the arbitration board.

#### 42.11 **Discharge Grievance**

Where a Teacher has received a termination notice, the Teacher may file a grievance at Step 2 within 10 (ten) school days of written notice of termination.



**42.12 Policy Grievance**

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

**42.13 Grievance Mediation**

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

**42.14 Attendance at Grievance Meetings**

A Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

**ARTICLE 43 - STRIKE OR LOCKOUT**

**43.01 Strikes and Lockouts**

The Board agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

**43.02 Strike By Other Board Employees**

No Teacher shall be requested or required to perform the duties of any other Teacher or employee of the Board who is engaged in a strike.

**ARTICLE 44 – UNION REPRESENTATIVES**

**44.01 Union Officers**

Upon request, the Local Union shall provide to the Board the names of persons elected to office in the Local Union, and the names of School Stewards who are authorized by the Local Union to represent Teachers in a particular school or workplace on behalf of the Union.

**44.02 Communications**

The Board shall provide the Union with access to the Board's internal mail (including fax and electronic mail) services in order to conduct Union business. The Board shall, where possible instruct non-ETFO workers in each school's office to direct all Union faxes, phone, e-mail and paper messages to the

appropriate ETFO member(s). The Board shall provide the School Steward in each school or workplace with access to a telephone, a photocopier, a desk and a lockable filing cabinet in a private location.

#### **44.03 Union Notices**

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

#### **44.04 Meetings**

The Board shall provide Teachers in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request. The Union will make every attempt to use the permit process where applicable.

#### **44.05 Access to Members**

The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.

#### **44.06 Access to Information**

The principal of every school or workplace shall provide the School Steward with all information pertaining to the administration of this Collective Agreement at the school or workplace upon request.

### **ARTICLE 45 – CORRESPONDENCE**

45.01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

### **ARTICLE 46 - ACT/REGULATION/FISCAL CHANGES**

In the event the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations, and in the opinion of either party such action has brought about changes in the terms and conditions of work from those originally described by the parties in the Collective Agreement, the parties shall meet within fifteen (15) days of the written request of either party for such meeting.

The parties shall attempt to agree on a method of modifying the Collective Agreement by mutual consent to restore the terms and conditions of work contracted when the agreement was made. This principle of restoration is to apply when not specifically contrary to the new Statutes or Regulations.

In the event that the parties fail to agree that a modification of terms and conditions of work has taken place, or if the parties cannot agree on the necessary amendments to restore the terms and conditions originally agreed upon, the matter shall be referred to an arbitrator according to the conditions in the Grievance Procedure.

#### **ARTICLE 47 - EMPLOYMENT INSURANCE**

##### **47.01 (EI) Commission Rebate**

Provided the Board qualified for and receives the Employment Insurance Commission (EIC) rebate (preferred rate) the Board agrees to share twelve twelfths (12/12) of the EI rebate with the Local ETFO by March 31.

##### **47.02 Establishing the Number of insurable Hours**

The Hastings & Prince Edward District School Board and ETFO have considered Section 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Section 55 of the Employment Insurance Act. Section 10 provides methods so that employees can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10(2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Teachers shall be deemed to have worked nine (9) hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

#### **ARTICLE 48 - INCOME TAX ERIFICA OF PERSONAL § - T.D. 2200**

Under existing Income Tax legislation, recognized resources purchased by Teachers to enable them to provide programs for students for whom they are responsible, will be acknowledged by the Superintendent of Finance. It is the responsibility of Teachers to obtain the appropriate T.D. 2200 form from their taxation office. Appropriate forms will be signed by the Superintendent of Finance.

#### **ARTICLE 49 - TECI ENHANCEMENT PROGRAM**

The Board shall provide a Technological Enhancement Program fund of \$25,000.00 during the school years 2002-2003 and 2003-2004 for Elementary ETFO members covered by this Collective Agreement to enhance their facility with manipulating electronic information systems that are related to computers and education. The Board will rebate the \$25,000 in the fund to ETFO by November 15<sup>th</sup> and the Local Union will administer the fund and provide an accounting of the use of the fund upon request of the Board.

**ARTICLE 50 – DURATION AND EFFECT**

**Remains in Effect Until Notice Given**

50.01 This Collective Agreement becomes effective on September 1, 2002, and shall remain in effect until August 31, 2004, and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Labour Relations Act.

50.02 Notwithstanding the period of notice stipulated in Section 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.

This agreement shall supersede all previous Collective Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the Sections defined herein shall be made only by mutual consent of the Parties concerned during the life of the Agreement.

During the effective period either Party wishing to amend this Collective Agreement shall notify the other Party in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within 14 days of written receipt.

**Memorandum of Agreement**

between

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**Developmental Reading Assessment**

<b>Grade Level</b>	<b>Sept/Oct</b>	<b>Feb/Mar</b>	<b>June</b>
Sr. Kindergarten	All Students	<del>Students At Risk</del>	Students at Risk
1		Students At Risk	Students at Risk
2		Students At Risk	<del>Students at Risk</del>
3		Students at Risk (Jan/Feb)	<del>Students at Risk</del>

All students new to the System who do not have in their OSR a recent DRA assessment will be assessed on arrival.

Teachers may voluntarily use the DRA any time during the school year.

2003-2004 School Year

<b>Grade Level</b>	<b>Oct/Nov</b>	<b>Feb/Mar</b>	<b>June</b>
Sr. Kindergarten	<del>Students At Risk</del>	<del>All Students</del>	All Students
1	Students At Risk	All Students	Students at Risk
2	Students at Risk	All Students	Students At Risk
3	All Students	Students at Risk (Jan/Feb)	<del>Students at Risk</del>

All Students new to the System who do not have in their OSR a recent DRA assessment will be assessed on arrival.

Teachers may voluntarily use the DRA any time during the school year.

### Definition of Student At Risk:

A student who in his/her previous assessment was assessed at "below" or a student who in his/her previous assessment was assessed at "at" but in the opinion of the student's teacher and/or Principal has not shown signs of adequate progress.

### **RESOURCES**

A Central Workload Fund will be created from which Principals may apply for funds to support Teachers facing workload challenges. Teachers administering the Developmental Reading Assessment program or Teachers with difficulties with the Maplewood report cards, new teachers with split classes, and teachers with a high ratio of special needs students would qualify for assistance.

The fund will be administered by the two (2) Area Superintendents of Instruction who will determine the allocation of funds to each school based on identified needs. A report will be prepared in January and June of each school year outlining the disposition of the funds. The reports will be made available to the Board and ETFO.

A Central Workload Fund in the amount of \$40,000. will be in place for the 2002-2003 school year. The Fund will increase to \$75,000. in the 2003-2004 school year.

In the 2002-2003 school year, the Board's contribution to the Technological Enhancement program will be \$25,000.

In the 2003-2004 school year, the Board's contribution to the Technological Enhancement Program will be \$25,000. and to the Retraining and Professional Upgrading Fund will be \$30,000.

At the end of the 2003-2004 school year, should there be any money remaining in the Central Workload Fund, it will be distributed to the Board and ETFO in proportion to their contributions to the Fund.

### **WORKLOAD STUDY**

The Union/Management Committee will establish a Workload Study Committee which will review the workload of elementary teachers as it applies to the Developmental Reading Assessment Program, the Maplewood Report Card, and any new initiatives introduced by the Ministry of Education during the 2002-2003 school year.

The Committee will be chaired by Superintendent of Instruction David **Fox**.

The Committee will consist of six (**6**) representatives from the Board. The parties will endeavor, in selecting its representatives, to achieve broad geographic representation from Hastings and Prince Edward counties. The Committee will meet at the call of the Chair. Meetings will be during the school day with appropriate coverage and travel expenses provided.









**Memorandum of Agreement**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**Combined Grade Classrooms**

The undersigned representatives of the parties do hereby agree to the following:

That the Board will actively encourage, through verbal and written direction to school administration, the need to eliminate as many combined-grade classrooms as possible and, where this is not feasible, take the following actions:

1. Avoid, when possible, the placement of Grade 3 and 6 students in combined-grade classrooms.
2. Avoid, when possible, crossing divisions in a combined-grade classroom.
3. Provide, when possible, teachers in combined-grade classrooms with smaller class sizes subject to the makeup of the students in the class.
4. Avoid, when possible, placing students in combined-grade classrooms for consecutive years of schooling.
5. Encourage school administration to access the workload fund for the purpose of providing direct support (e.g. curriculum resources, collegial networking opportunities) to teachers facing workload challenges related to the split grade assignments.

Dated this 15th day of April, 2003

Elementary Teacher's Federation of  
Ontario

Hastings and Prince Edward District  
School Board

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**Letter of Understanding**  
**between**  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
**and**  
**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**

**Benefits Review Committee**

The parties agree to establish a Benefits Review Committee composed of three (3) members appointed by the Board and three (3) members appointed by the Bargaining Unit. As the Committee deems necessary, additional professional support for the Committee may be made available via the carrier and/or benefits consultants.

The mandate of the Committee shall be as follows:

1. To review the current group benefits program.
2. To review the cost information related to the current group benefits.
3. To make recommendations to the Parties regarding any potential changes to the group benefits program by March 31, 2004.

**Sick Leave Credit Payment**

The Board and ETFO will establish a joint committee with equal representation to study and report on an RRSP Alternative to the Sick Leave Credit Payment for members post 1976. This report is to be filed with each representative body for the next round of negotiations.

**Supervision**

Thirty (3) days following ratification of this agreement, the Joint Staffing Committee will request from each school, through the School Staffing Committee, that a review of the school supervision time be carried out and reported to the Joint Staffing Committee.

That report will provide the Joint Staffing Committee with details on the supervision schedules of each individual school and will include any recommendations the School Staffing Committee would like to provide to the Joint Staffing Committee.

This will be reported by the Principal to the Joint Staffing Committee within sixty (60) days of receiving the request from the Joint Staffing Committee. The Joint Staffing Committee, on review of the information received, will draft a report summarizing the information received, along with recommendations on system supervision guidelines for submission to the Board and the Union.

