

**AGREEMENT**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION of ONTARIO**

**FOR THE SCHOOL YEAR**

**2002 - 2004**

**ELEMENTARY TEACHERS' AGREEMENT**

**FOR 2002-2004**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**  
**(Hereinafter called "The Board")**  
**Party of the First Part**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION of ONTARIO**  
**(Hereinafter called "The Union")**  
**Party of the Second Part**

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## ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and the teachers in the Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- 1.02 This Agreement sets forth certain of the conditions of employment together with the salaries and allowances, which apply, to the teachers who are covered by the Agreement.

## ARTICLE 2 – RECOGNITION

- 2.01 The Board recognizes The Elementary Teachers' Federation of Ontario (hereinafter referred to as the Union) as the exclusive bargaining agent for every teacher – other than occasional teachers, principals and vice-principals – who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time.
- 2.02 The Board recognizes the Negotiating Committee officially authorized by the Union as the Committee to represent the teachers in the bargaining unit and to negotiate on their behalf. The Board also recognizes the right of the Union to authorize any agent to represent the teachers and to negotiate on their behalf if the need arises. The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union.
- 2.03 The Union recognizes the Board Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf. The Union also recognizes the right of the Board to authorize the Ontario Public School Boards' Association or any other agent to represent the Board and to negotiate on its behalf if the need arises. The Board will inform the Union from time to time about who is authorized to act on behalf of the Board.

## ARTICLE 3 – DURATION AND RENEWAL

- 3.01 This Agreement shall have effect from September 1, 2002 and shall continue to operate until August 31, 2004 and from year to year thereafter, unless either Party, within the period of one hundred and eighty (180) days before the Agreement ceases to operate, gives notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation.
- 3.02 This Agreement shall supersede all previous 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 clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement. Either party wishing to amend this Agreement shall notify the other party to this effect, such a notice to be given in writing. The other party shall acknowledge such notice and meet to consider the proposed amendment within 15 days.

#### ARTICLE 4 – STRIKE OR LOCKOUT

- 4.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms strike and lockout shall be as defined in the Ontario Labour Relations Act.
- 4.02 In the event of a strike by other Board employees, representatives of the Board will meet with representatives of the Union to discuss the impact of the strike on the Union's membership.

#### ARTICLE 5 – IMPLEMENTATION

- 5.01 All articles of this Agreement shall be strictly adhered to except that where a conflict appears between a provision of this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.
- 5.02 Salaries and allowances for any teacher shall be those set out in the appropriate schedules of this Agreement.
- 5.03 (a) Part-time teachers and teachers beginning full-time employment after the 1st of September, shall be paid a salary prorated on schedule according to their Q.E.C.O. qualifications and experience.
- (b) Experience recognized as a result of part-time teachers employed on a regular basis in any one school year or as a result of full-time employment beginning after September 1st, shall be that fraction of a full year for which the teacher was employed rounded off to the nearest tenth.
- (c) Principals shall assign to a part-time teacher, a proportionate amount of duties normally performed by a full-time teacher.
- (d) Part-time teachers shall have statutory sick leave days pro-rated for the school year and these sick leave days shall be allowed to accumulate.
- 5.04 Where by the 1st of February, the teacher has filed with the Board documentary evidence (Q.E.C.O. Statement of Evaluation) that the requirements for a higher rating category were completed by the previous 1st of September, the teacher shall be paid retroactively to the 1st of September at the higher salary category. If, due to circumstances beyond the control of the teacher, the documents are not available for submission to the Board, the teacher shall be deemed to have met the requirements for filing documentary evidence prior to the 1<sup>st</sup> of February provided notification of intent to submit said documents is filed prior to the 1st of February. In such a case, the salary adjustment, which is retroactive to the 1st of September shall not be made until the documentary evidence is filed. If however, the teacher files such proof with the Board after 1st of February but before 30th of June, the higher salary shall be paid retroactive to 1st of January only.

Where by the 30th of June the teacher has filed with the Board documentary evidence (Q.E.C.O. Statement of Evaluation) that the requirements for a higher rating category were completed by the previous 31st of December, the teacher shall be paid retroactively to the 1st of January at the higher salary category. Failure to supply such evidence by the 30th of June renders the teacher ineligible for the higher salary during that school year. If, due to circumstances beyond the control of the teacher, the documents are not available for submission to the Board, the teacher shall be deemed to have met the requirements for filing documentary evidence prior to the 30th of June provided notification of intent to submit said documents is filed prior to the 30th of June.

#### ARTICLE 6 – UNION DUES AND LEVIES

- 6.01 On each pay date for which a teacher is paid, the Board shall deduct union dues and any levy authorized by the Union. The amounts deducted shall be forwarded to the General Secretary within thirty (30) days of the dues being deducted.
- 6.02 The first remittance in September of each year shall be accompanied by a list showing the names, addresses, wages earned and dues and any levy deducted. Subsequent remittances will be accompanied by a list showing changes from the previous month's list. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. The list shall also be sent to the Union President.
- 6.03 If requested by the Local, the Board shall make one deduction from each teacher annually to finance the Employee Assistance Plan. The remittance shall be accompanied by a list showing the names of the teachers for whom the deduction has been made.
- 6.04 The Union and the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and remitted to the Union and/or Local.

#### ARTICLE 7 - RIGHTS and RESPONSIBILITIES

- 7.01 The Union acknowledges the right of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Agreement and the prevailing Statutes in Ontario.
- 7.02 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union, including exercising any rights under this Agreement or the prevailing Statutes in Ontario.
- 7.03 Upon written request, the Board shall provide the Union with any data relevant to the negotiations and administration of this Agreement.
- 7.04 The Board agrees to provide each Teacher with a copy, each Workplace Steward with two copies of this Agreement and the Union President with ten copies within forty five (45) days of the signing of the Collective Agreement.
- 7.05 The Union shall notify the Board, in writing, of the names of persons elected to office

and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).

## ARTICLE 8 - BENEFIT PLANS

- 8.01 (a) The cost of premiums for
- (i) Supplementary Medical and Semi-Private Hospital Coverage;
  - (ii) Dependent Life Insurance of \$2,000 for spouse and \$1,000 for each child over fourteen (14) days of age;
  - (iii) Vision Care is included in the supplementary medical and semi-private hospital coverage and provides a maximum of \$200 every 24 months for each teacher, spouse and dependent child;
- shall be shared on the basis of 15% by the teachers and 85% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 42.5% assistance on the cost of premiums.
- (b) The cost of premiums for the \$50,000 Basic Group Life Insurance including Accidental Death and Dismemberment coverage shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time; teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums. Subject to availability from the insurance carrier and eligibility, a teacher may acquire Optional Life Insurance paid 100% by the employee in multiple units of \$25,000 to a maximum of \$200,000.
- (c) Enrolment in the plans of (a) and (b) above, except (a) (ii), becomes and remains a condition of employment for teachers as they enter the Board's service with the exception of those who were in the Board's employ in September 1969, and who have not subsequently enrolled.
- (d) Long Term Disability will be administered for the teachers. Members of the bargaining unit whose employment commenced on or after January 1, 1994 must, as a condition of employment, enrol in the Long Term Disability Plan.
- (e) An additional Dependent Life Insurance of \$8,000 for spouse and \$4,000 for each child over fourteen (14) days of age provided that the participating teacher pays 100% of the premium cost.
- 8.02 Subject to the conditions of the insurance underwriters, a teacher who retires from the Board prior to age 65 may retain coverage under the group life insurance plan, and the supplementary medical and semi-private hospital plan, provided the teacher had coverage at the time of retirement until the teacher attains the age of 65 years. The retired teacher must pay, in advance, subject to Board policy, the full premium cost to maintain participation and coverage under the group contract.
- 8.03 (a) The cost of premiums for a dental plan equivalent to Ontario Blue Cross Dental Plan #9 (with riders 2 and 4 based on 50/50 co-insurance) shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums.



- (b) Enrolment in the above dental plan is, subject to any exceptions provided by the insuring company, a condition of employment for members of the bargaining unit.
  - (c) The dental plan outlined above shall pay benefits based on the current ODA fee schedule minus one year.
- 8.04 The Board agrees to a full disclosure of all details of the operation of the plan(s) and further agrees to provide the President of the Union with a complete copy of the master contract for each of the Benefit plans in operation under this Agreement. The foregoing does not apply to either the Ontario Hospital Insurance Plan or the Regime d'assurance Maladie du Quebec.
- 8.05 (a) The Union shall have the right to change the specifications and carriers for the Supplementary Medical and Semi-Private Hospital Coverage, Group Life Insurance (basic), Long-Term Disability Plan and Dental Plan.
- (b) Where a change in specifications and/or carrier occurs under Clause 8.05 (a) and the resulting contract is between the Union or an agent of the Union and the carrier, the Union agrees to a full disclosure of all details of the operation of the plan(s), and further agrees to provide the Board with a complete copy of the master contract for each of the Benefit plans changed under the provision in Clause 8.05 (a).
- 8.06 Where the specifications are changed from those shown in Clauses 8.01 and 8.03 or as these plans existed on September 1, 1988, or where a change in carrier occurs, the Board's share of the premiums shall be changed so that the actual amount paid by the Board does not increase as a result of changes initiated under Clause 8.05. Thus, if the premiums for a plan doubled, the Board's percentage contribution would be halved.

## ARTICLE 9 - LEAVE PLANS

### 9.01 (a) Sick Leave Credit

When a teacher of another Board which has established a sick leave credit plan under any Act of the Ontario Legislature becomes an employee of the Renfrew County District School Board, the teacher shall be entitled to have placed to the teacher's credit the sick leave days standing to the teacher's credit in the plan of the Ontario Board with which the teacher was previously employed, unless there has been intervening employment that did not allow a transfer of sick leave, to a maximum of 200 days for credit and beyond that as a matter of record. Sick leave credited from other boards is to be used only after sick leave with the Renfrew County District School Board or its predecessors has expired.

- (b) In applying this plan, the Board shall establish a sick leave account for each teacher on September 1st each year, the teacher's account shall be credited with 20 days of sick leave allowance. At the end of each year's employment, the amount of sick leave credit remaining in a teacher's account shall be carried forward up to a maximum of 200 days with any above this amount being kept on record by the Board so that it can be made available in special cases of prolonged illness at the discretion of the Board.

Where the teacher serves with the Board for less than a year, the teacher's sick leave for the year shall be calculated at the rate of two days per school month and shall be allowed to accumulate.

9.02 Absence with Pay

- (a) For gratuity purposes, a maximum of 230 days of sick leave credit shall be recognized, such credit to be limited to the unused days accumulated throughout the period of continuous and unbroken service with the Renfrew County District School Board and its predecessors.

Wherever the Agreement mentions continuous or unbroken service with the Renfrew County District School Board and its predecessors, it shall be understood that any form of leave recognized by the Board will not be regarded as a break in service.

- (b) Each teacher's sick leave account shall be debited for the number of days absent due to personal illness and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year.

Teachers who end their employment with the Board prior to the end of June shall be allowed absence with pay for reasons of illness at the rate of 2 days per month for the part of the academic year worked.

- (c) Normally absence due to personal illness for periods of up to 3 consecutive school days does not require certification, however, the Board at its discretion may require such certificate for any shorter period of absence. For absences in excess of 3 consecutive school days but less than 3 months, the teacher will submit a medical certificate to the principal for transmission to the Human Resources Department. If the absence is for a period in excess of 3 months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense.
- (d) All payments to teachers under the sickness allowance regulations shall be computed on the basis of the rate of the regular day's salary to which such teacher is entitled.

- (e) Special Leave (Emergencies & Special Occasions)

Each teacher may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of five days in any one school year; 3 of these days if for reasons beyond the teacher's control, require only the principal's approval. Other special leave is subject to the approval of the Director of Education. Such leave of absence shall be deducted from the teacher's sick leave account. Where the teacher for any reason, teaches less than ten months in the year, the special leave allotment shall be calculated at the rate of one-half day per month. Special leave is non-cumulative from year to year.

Time required for a teacher's own medical and dental appointments shall be charged directly to the sick leave account.

9.03 Items Not Chargeable to Sick Leave Account

(a) Funerals

A maximum of 3 teaching days is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, children, brothers, sisters, spouse, mother-in-law, father-in-law, step-parents, step-children, brother-in-law, sister-in-law, grandparents, grandchildren and sons or daughters-in-law). If more than three consecutive teaching days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three, where approved by the Director, shall be chargeable to Special Leave (Clause 9.02 (e) above). Attendance at funerals of other relatives or close friends may be charged to special leave with the Director's approval.

(b) Quarantine

In any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the medical authorities from attending upon teaching duties, the teacher shall be paid and the time shall not be deducted from the teacher's sick leave account.

(c) Court Appearances

(i) Each teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury or subpoenaed as a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that is received as a juror or as a witness.

(ii) Clause (i) does not apply when the lawyer for either party requests the teacher to testify in court or act as a witness.

(iii) Where a teacher has been charged in court and has been acquitted of the charge, the teacher shall be allowed leave of absence without deduction of salary for the time spent in court, and at the discretion of the Board, for travelling thereto, provided the charge resulted from an incident associated with the fulfillment of the teacher's teaching duties.

(d) Accidents Covered by the Workplace Safety and Insurance Act

Each teacher who is injured in the course of duty with the Board shall have Workers' Compensation salary awards supplemented from the teacher's sick leave account up to the limit of cumulative sick leave available. The sick leave account will be charged the time equivalent of the cash supplement. In the event that the teacher does not wish to use sick leave credits to supplement the Workers' Compensation awards the teacher must give written notification to that effect to the Human Resources Department at the time the accident is reported.

(e) Incident Weather

Subject to the approval of the Superintendent of Business & Human Resources, or designate, when extreme weather conditions prevent a teacher from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the teacher will submit an Application for Leave Form to the Superintendent of Business & Human Resources, or designate, detailing the reasons for the absence.

9.04 Retirement Gratuity

- (a) An eligible employee who retired from the teaching profession while in the employ of the Board shall receive a gratuity based on the number of years continuous and unbroken employment with the Renfrew County District School Board and its predecessors AND on the number of days, likewise accumulated in continuous and unbroken employment with the Renfrew County District School Board and its predecessors, which remain in the employee's sick leave account at the time of retirement. For gratuity purposes a teacher may accumulate 230 days, however, the gratuity is based on a maximum of 200 days.

A teacher is eligible for a retirement gratuity when the teacher has completed a minimum of ten years continuous employment with the Board or its predecessors and submits proof to the Human Resources Department within three months after leaving the Board's employ that a pension from the Teachers' Pension Board is being received.

- (b) The percentage of salary used in the gratuity formula shall be 4% times the number (N) of years of continuous and unbroken employment with the Renfrew County District School Board and its predecessors within the County. In no case may a retirement gratuity exceed 50% of the best year's salary.
- (c) The formula or scale for determining the amount of gratuity shall be as follows:

$$\frac{(\text{days* accumulated to a maximum of 200}) \times 4N\%}{200}$$

(to a maximum of 50% of the best year's salary)

\*Both figures apply to the period of continuous and unbroken employment with the Renfrew County District School Board and its predecessor boards within the County.

- (d) This gratuity may be paid in a lump sum or over not more than a three-year period and at a time or times mutually agreeable.
- (e) In the event of the death of an employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of employment at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate.

Should the retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary, or estate, if no beneficiary has been named.

9.05 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for teachers for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A "Pregnancy Leave" is granted to a pregnant teacher and is for a period of fifty-two (52) weeks or such shorter period of time as the teacher requests.

The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and the thirty-five (35) week parental leaves of the Employment Standards Act.

(ii) Parental Leave

A Parental Leave is granted to a teacher for the birth of his/her child and is for a period of thirty-five (35) weeks or such shorter period of time as the teacher requests. The teacher may continue benefit coverage during the parental leave with the Board contribution towards premiums as per Article 8.

(iii) Adoption Leave

An Adoption Leave is granted to a teacher who has provided the Board with confirmation that an application has been made for adoption and is for a period of thirty-five (35) weeks or such shorter period of time as the teacher requests. The teacher may continue benefit coverage during the adoption leave with the Board contribution towards premiums as per Article 8.

(iv) Extended Parental Leave

An Extended Parental Leave (including adoption leave) is granted to a teacher and is for a period not to exceed two (2) years. The duration of the leave, commencing date and termination date are at the discretion of the Board and subject to mutual agreement with the teacher.

(b) Teachers with Thirteen or more Weeks Continuous Service at Beginning Date For Leave

(i) Leaves as defined in Clause 9.05 (a) shall be granted provided any and all applicable conditions have been met.

(ii) Written documentation is required in:

- (1) application for leave suggesting beginning and ending dates;
  - (2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of teacher (Adoption Leave);
  - (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);
  - (4) confirmation of leave including beginning and ending dates;
  - (5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.
- (iii) Application for leave must be made at least two (2) weeks before the leave is to begin.
- (iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by Agreement with the Superintendent of Human Resources or designate.
- (v) A teacher may terminate a leave prior to the planned return date by notifying the Superintendent responsible for Human Resources, in writing, at least four (4) weeks before the requested date of return.
- (vi) During a leave, the teacher shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
- (vii) During a leave, for the lesser of thirty-five (35) weeks in the case of a Parental Leave or Adoption Leave, or fifty-two (52) weeks in the case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall continue to pay its share of premiums for insured employee benefits (covered by Article 8), teaching experience for grid placement (Article 13) and Sick Leave (Clause 9.01) shall continue to accumulate.
- (viii) After the period of time covered by Clause 9.05 (b) (vii), insured employee benefits (covered by Article 8) will be suspended unless kept in force through payment of the premiums, in advance, by the teacher, in such manner as prescribed by the Board, but on resumption of duties by the teacher, all such benefits will be reinstated, in accordance with the terms of the Collective Agreement.
- (ix) After the period of time covered by Clause 9.05 (b) (vii), time spent on a leave under this provision shall not accrue towards placement on salary grid (Clause 13.01) or accumulation of sick leave (Clause 9.01).
- (x) At the end of a leave under this provision the Board shall return the teacher to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a teaching position does not extend beyond a school year and that return from a leave commenced in a

prior school year must always be to a comparable position.

(c) Teachers with less than Thirteen Weeks Continuous Service at Beginning Date for Leave

All provisions in this part are the same as those in Clause 9.05 (b) except:

- (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent of the Department concerned;
- (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the teacher loses the right to return to the Board's employ, unless such extension of leave is approved, in writing, by the Superintendent of Human Resources or designate.
- (iii) neither the particular position held by the teacher at the beginning of the leave nor an equivalent position is guaranteed on return to work, but the Superintendent concerned will place the teacher in a position as near as practicable to that formerly held.

(d) Adoption Leave Provisions

- (i) Preplacement leave shall not exceed two (2) weeks except with the specific approval of the Superintendent.
- (ii) If the presence of the adopting teacher is required for preadoption purposes [not including those set out in (i) above], such leave shall be available, provided that the teacher supplies verification from the adoption agency. Such leaves shall be charged against the teacher's special leave allowance [Clause 9.02 (e)].

(e) SEB Plan

Subject to the applicable legislation, the Board shall provide a teacher on leave pursuant to Clause 9.05 (a) (i), (ii) or (iii) with a Supplementary Employment Benefit Plan providing for payment of the first two (2) weeks of leave at the normal Employment Insurance rate for the eligible teacher.

- (i) A Pregnancy/Parental Leave SEB Plan shall provide for payment of the first two (2) weeks of Pregnancy/Parental Leave of the normal Employment Insurance rate for each eligible teacher.
- (ii) For the six (6) week period immediately following the birth of her child, the Board shall top-up benefits as a supplement to the teacher's Employment Insurance pregnancy benefit entitlement, without the requirement to submit medical proof of illness. The amount of the top-up shall be equal to the difference between the amount of the teacher's Employment Insurance pregnancy benefits, (which is acknowledged to be during the teacher's two week waiting period if it occurs during this period) and ninety-five (95) percent of the teacher's regular weekly earnings. For the purpose of the Article, the teacher's regular weekly earnings shall be determined by dividing the annual gross salary by fifty-two (52).

If the teacher is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

This provision shall be implemented as soon as feasible after approval by the Employment Insurance Commission.

- (iii) Within one month of the expected date of delivery, the teacher shall notify the Board of the teacher's intent to access either a) the E.I. top up, as outlined in Clause (ii) above or b) the teacher's accumulated sick leave credits to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available.

#### 9.06 Sabbatical Leave

The sabbatical leave plan of the Renfrew County District School Board is a recognition of outstanding service to education in the schools of the County. It furnishes selected teachers with an opportunity to engage in approved studies or travel. Such leave is subject to the recommendation of a committee and to the conditions outlined below. The committee shall consist of 2 members of the Union, 2 Board members and 2 members from Senior Administration.

#### 9.07 Regulations Regarding Sabbatical Leave

- (a) At the present time the maximum number of teachers who may be on sabbatical leave in any one year is one percent of the teachers.
- (b) Sabbatical leave must be used for the purpose of improving general education or teaching techniques. When making application for leave, the applicant should present to the Board a summary of the way in which the applicant intends to spend the year, specifying the travel the applicant wishes to undertake and/or courses to be followed.
- (c) Teachers may apply for sabbatical leaves of a full year, a half-year or a third of a



year. The Board shall receive notice from a teacher applying for sabbatical leave by December 1st of the school year preceding the school year in which the leave begins.

- (d) To qualify for consideration for sabbatical leave applicants must be teachers on permanent contract who, immediately previous to the year of application, had to their individual credit continuous and unbroken\* teaching experience to the equivalent of six full years with the Renfrew County District School Board and must give a written undertaking to continue to teach for the Board after returning from leave for a minimum period of at least twice the length of the sabbatical.

\*Leave of absence, maternity leave and approved service with the Department of National Defence do not constitute a break in continuous service with the Board.

- (e) A teacher on sabbatical leave shall be paid the higher of:
  - (i) 75% of the salary to which the teacher would be entitled had the teacher remained in the teaching position, or
  - (ii) the minimum of the category in which the teacher is paid.
- (f) Teachers on sabbatical leave shall be entitled to participate in the Board's benefit plans as if they were full-time employees.
- (g) Teachers, while on sabbatical leave, shall not engage in work that will pay them a salary which, when added to their allowances from the Board, will give them an income greater than the salaries they would have received during the school year of their leave.
- (h) While on sabbatical leave, a teacher shall neither acquire additional sick leave credits nor be charged for any leave of absence due to sickness, funerals, etc., that may occur during the period.
- (i) Teachers on sabbatical leave shall, on their return, be placed on the schedule at the salary appropriate to their years of experience and qualifications. They will not receive an increment in the first year after they return for the year in which they were on leave. But, thereafter, their salary will be that which they would have earned had they not taken leave.
- (j) Reinstatement
  - (i) A teacher returning from sabbatical leave shall be guaranteed a teaching position within the County. Subject to the provisions of the redundancy procedure, the teacher shall be returned to the school taught in immediately prior to the leave.
  - (ii) A teacher granted sabbatical leave shall guarantee to teach for the Board

a minimum period of twice the length of the sabbatical granted after returning from leave and should the teacher not complete this service with the Board thereafter, the teacher must agree to reimburse the Board (on a proportional basis), the money received during leave. These provisions may be waived by mutual consent.

- (k) Pension deductions are to be continued according to the terms of the Teachers Pension Benefits Act on the salary paid to the teacher during the sabbatical year. Upon returning to duties, the teacher may make contributions to the Pension Fund of the amount required to make up the total contribution that would have been made had the teacher not been on sabbatical leave, such contributions being subject to the Regulations.
- (l) A teacher granted a sabbatical leave for a half year or a third of a year has the option of selecting a full year sabbatical at one-half or one-third (as appropriate) the amounts set out in (e).

#### 9.08 Leave of Absence

- (a) The Board may grant leave of absence to a teacher requesting it prior to March 1<sup>st</sup> for leave of absence beginning at anytime during the following school year. Intentions to return from leave of absence must be made prior to March 1<sup>st</sup> for return from leave of absence effective at any time during the following school year. All requests for leave of absence or notification of return from leave of absence are to be submitted to the Superintendent of Human Resources. It shall be understood that the teacher shall receive no salary from the Board while on leave and subject to Article 25, the teacher on return shall be guaranteed a teaching position in the Family of Schools from which leave was granted. The teacher shall continue to accumulate seniority for the period of leave.

In extenuating circumstances the Board may waive the March 1<sup>st</sup> date for either requesting a leave or for indicating a return from leave.

- (b) Employees on leave of absence may elect to pay full benefit premiums to keep their coverage in effect.

9.09 When the Board requests a meeting with the Union during regular school time, the teacher representatives shall incur no loss of pay for time spent in such meetings or negotiations with the Board.

#### 9.10 Union Duties

The Board recognizes that occasionally it may be necessary for executive officers of the Union Local to be absent from their teaching duties in order to attend to Union matters. Special leave, without loss of salary or deduction of sick leave credits, up to a maximum of forty-five (45) days in any school year, may be granted at the discretion of the appropriate Superintendent to executive officers of the Union following a written request from the Union concerned.

The Union shall reimburse the Board for any occasional teaching costs incurred.

9.11 Union Local President

The President of the Union Local shall, subject to the conditions which follow, be entitled to leave with pay for Union duties. The conditions applicable are:

- (a) Effective September 1, 2003, the Union shall reimburse the Board the salary and benefit costs of a teacher at Category A3, Step 0 for the Union Local President Leave.
- (b) An allowance as determined by the Local shall be paid to the President each school year. The Local agrees to reimburse the Board for this allowance no later than September 5<sup>th</sup> of each school year.
- (c) Time spent on such leave shall be considered for teaching experience and for seniority.

9.12 The chief negotiator of the negotiating committee of the Union Local shall be allowed up to ten (10) days leave with pay. The Union shall reimburse the Board for any occasional teaching costs incurred.

9.13 Leave for Public Office

The Board shall grant leave of absence without pay to a teacher for the purpose of campaigning for or serving for the first term as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality. Leave for subsequent terms may be granted by the Board. The teacher shall continue to accumulate seniority for the period of leave. Employees on the leave may elect to pay full benefit premiums to keep their coverage in effect.

9.14 Unpaid Leave for Federation Office

The Board shall grant an unpaid leave of absence to an employee who holds a position with the Union at the Provincial level. The employee will continue to accumulate seniority for the period of the leave.

9.15 Subject to Article 25, the teacher on return from a leave pursuant to Article 9.11, 9.13 or 9.14 shall be guaranteed a teaching position in the Family of Schools from which leave was granted.

ARTICLE 10 - TRANSFER OF TEACHERS

10.01 (a) Teachers wishing to be considered for transfer to another school for September 1st, shall notify the principal of their school, the Superintendent of their present Family of schools and the Superintendent of the Family of schools they wish to transfer to in writing as early in the year as possible and no later than January 15th, indicating their school or area of preference.

(b) As openings occur, applications of teachers requesting transfer will be considered.

10.02 (a) The transfer of teachers from one municipality to another within the County system shall be by mutual Agreement of the Board and the teacher concerned with no penalty assessed against any teacher who declines.

- (b) The Board shall pay all reasonable moving costs plus a relocation allowance of up to \$300.00 to help pay for incidental expenses involved provided that the Board requested the teacher transfer. The transfer must be from one municipality to another within the County.
- 10.03 (a) For the purposes of Clause 10.02, municipality shall be defined so that:
- (i) McNab Public School is included in the same municipality as the schools in the Town of Arnprior;
  - (ii) Admaston Township Public School and Horton Public School are included in the same municipality as the schools in the Town of Renfrew;
  - (iii) Rockwood Public School is included in the same municipality as the schools in the City of Pembroke;
  - (iv) General Lake Public School, Herman Street Public School, Pine View Public School and Pinecrest Public School are included in a single municipality.
- (b) Administration-initiated transfers [excluding teacher-requested transfers, mutually agreed upon transfers, and transfers under the provisions of the Redundancy Procedure (25.)] shall be restricted to not more frequently than once in any three-year period.

#### ARTICLE 11 - VACANCIES

- 11.01 (a) The Board shall post a list of all vacancies (including new positions) in teaching or positions of responsibility for at least five (5) school days before the vacancy is to be filled. Concurrently a copy of such notice shall be sent to the Union.
- (b) In no case will public advertising occur prior to internal advertising.
- (c) During the months of July and August the Board will be deemed to have met the requirements of Clause 11.01 (b) if such posting occurs in a readily accessible place at the Board Offices and the material is subsequently distributed to the individual schools (possibly after public advertising has occurred but prior to the closing date for applications).
- 11.02 Such posting shall contain a job description, the qualifications preferred, date of availability and procedure for applying.
- 11.03 (a) Teachers employed by the Board may apply for a posted vacancy that occurs during the school year.
- (b) Teachers employed by the Board may not apply for a vacancy that results from the placement of a teacher under Clause (a).
- 11.04 The Board shall not advertise or fill any vacancies until all qualified redundant teachers have been placed.

11.05 Positions which may be filled by occasional teachers are not vacancies.

ARTICLE 12 – PROBATIONARY PERIOD

12.01 A newly hired teacher shall have a one year probationary period.

ARTICLE 13 - SALARY SCHEDULE

13.01 (a) Teachers' Schedule

Except as otherwise provided in this Agreement, teachers will be paid in accordance with their placement on the following salary grid:

**For the Period September 1, 2002 – January 31, 2003**

<u>YEAR</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	29606	30471	33524	36570	39619
1	31568	32968	36067	39335	42275
2	33538	35455	38612	42107	44949
3	35504	37948	41166	44877	47610
4	37472	40441	43709	47646	50275
5	39440	42936	46254	50414	52944
6	41409	45426	48802	53184	55611
7	43376	47920	51344	55954	58275
8	45340	50412	53897	58721	60947
9	47307	52907	56447	61489	63614
10	49279	55399	58995	64263	66275
11	51246	57902	61556	67038	68944
12	53661				71607
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13	57902				

**For the Period February 1, 2003 – August 30, 2003**

<u>YEAR</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	30080	30959	34060	37155	40253
1	32073	33495	36644	39964	42951
2	34075	36022	39230	42781	45668
3	36072	38555	41825	45595	48372
4	38072	41088	44408	48408	51079
5	40071	43623	46994	51221	53791
6	42072	46153	49583	54035	56501
7	44070	48687	52166	56849	59207
8	46065	51219	54759	59661	61922
9	48064	53754	57350	62473	64632
10	50067	56285	59930	65291	67335
11	52066	58828	62541	68111	70047
12	54520				72753

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13            58828

**For the Period August 31, 2003**

<u>YEAR</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	30209	31092	34206	37315	40426
1	32211	33639	36802	40136	43136
2	34222	36177	39399	42965	45864
3	36227	38721	42005	45791	48580
4	38236	41265	44599	48616	51299
5	40243	43811	47196	51441	54022
6	42253	46351	49796	54267	56744
7	44260	48896	52390	57093	59462
8	46263	51439	54994	59918	62188
9	48271	53985	57597	62742	64910
10	50282	56527	60197	65572	67625
11	52290	59081	62810	68404	70348
12	54754				73066
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13	59081				

**For the Period September 1, 2003 – January 31, 2004**

<u>YEAR</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	30964	31869	35061	38248	41437
1	33016	34480	37722	41139	44214
2	35078	37081	40384	44039	47011
3	37133	39689	43055	46936	49795
4	39192	42297	45714	49831	52581
5	41249	44906	48376	52727	55373
6	43309	47510	51041	55624	58163
7	45367	50118	53700	58520	60949
8	47420	52725	56369	61416	63743
9	49478	55335	59037	64311	66533
10	51539	57940	61702	67211	69316
11	53597	60558	64380	70114	72107
12	56123				74893
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13 60558

**For the Period February 1, 2004 – August 30, 2004**

<u>YEAR</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	31119	32028	35236	38439	41644
1	33181	34652	37911	41345	44435
2	35253	37266	40586	44250	47246
3	37319	39887	43270	47171	50044
4	39388	42508	45943	50080	52844
5	41455	45131	48618	52991	55650
6	43526	47748	51296	55902	58454
7	45594	50369	53969	58813	61254
8	47657	52989	56651	61723	64062
9	49725	55612	59332	64633	66866
10	51797	58230	62011	67547	69663
11	53865	60861	64702	70465	72468
12	56404				75267
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13	60861				

**For the Period August 31, 2004**

<u>YEAR</u>	<u>A</u>	<u>A1</u>	<u>A2</u>	<u>A3</u>	<u>A4</u>
0	31257	32170	35392	38609	41828
1	33328	34806	38079	41528	44632
2	35409	37431	40766	44455	47455
3	37484	40064	43462	47380	50266
4	39562	42696	46147	50302	53078
5	41639	45331	48833	53226	55897
6	43719	47960	51523	56150	58713
7	45796	50592	54208	59074	61525
8	47868	53224	56902	61996	64346
9	49945	55858	59595	64919	67162
10	52026	58488	62286	67846	69972
11	54104	61131	64989	70777	72789
12	56654				75600
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13	61131				

13.02 Allowance for Elementary Teaching Experience

- (a) Definition of Experience - Experience is interpreted as full-time certificated teaching experience in a publicly supported elementary or secondary school in Ontario or its equivalent, i.e., experience on a certificate for which the Department of Education or Ministry of Education has issued either a Certificate or a Letter of Standing. Where a teacher's experience cannot be readily classified, the number of years shall be determined by the Director of Education but shall not exceed the maximum.
- (b) All teaching experience, as defined in 13.02(a) will be granted full recognition up to the maximum number of years on the salary schedule.

ARTICLE 14 - ADDITIONAL ALLOWANCES

14.01 (a) Curriculum Coordinator of French Second Language

The allowance for Curriculum Coordinator of French Second Language shall be \$6,831 of as September 2002, \$6,940 as of February, 2003, \$6,970 as of August 31, 2003, \$7,144 as of September, 2003, \$7,180 as of February 2004 and \$7,212 as of August 31, 2004.



(b) Lead Teachers

An allowance of \$1,025 as of September, 2002, \$1,041 as of February, 2003, \$1,045, as of August, 2003, \$1,071, as of September 2003, \$1,076 as of February, 2004 and \$1,081 as of August, 2004 shall be paid to lead teachers appointed in each of the site buildings of a school complex.

14.02 (a) Special Education Administrator and Consultants

The Board may appoint supervisors for individual subjects or the grade areas in its elementary schools. These officials shall hold the qualifications and perform the functions specified in Ontario Regulation #298, Operation of Schools, General - Section 17, Subject and Program Supervision and Coordination. Their responsibilities shall cover more than one school.

The allowance paid to consultants shall be \$4,779 as of September, 2002, \$4,855 as of February, 2003, \$4,876 of as of August, 2003, \$4,998 as of September, 2003, \$5,023 as of February, 2004 and \$5,045 as of August, 2004.

The allowance for part-time consultants shall be pro-rated according to that fraction of their time they are acting as a consultant.

- (b) The rate of pay for the special education administrator shall be an elementary school level 4 principal.

14.03 (a) Where the teacher is timetabled to teach in more than one school and has to travel from school to school in the teacher's own vehicle, the teacher will receive a travel allowance at the rate currently approved by Board policy (see Appendix "A" for current rates). For allowance purposes distances are measured from the school in the teacher's circuit of schools which is nearest to the teacher's home at the starting point (see Appendix "B" for standard distances).

- (b) Where a teacher is not timetabled to teach in more than one school but is required to travel to a series of schools in a part of the County, the teacher shall have an office designated (one of Deep River, Pembroke, Renfrew, Arnprior, Eganville or Barry's Bay). Where a teacher is not timetabled to teach in more than one school but is required to travel to schools in all parts of the County, the teacher shall have an office designated (one of Pembroke, Eganville or Renfrew). Such designation of office shall occur at the time of advertisement of the position. Travel allowance shall be payable to such teachers at the rate currently approved by Board policy (see Appendix "A") and all distances shall be measured from the designated office (see Appendix "B" for standard distances).

14.04 Allowance for Additional Degree

An allowance of \$705 for the school year 2000-2001 shall be granted for one Master's degree or one Doctorate from Universities which are members of the National Conference of Canadian Universities or of similar conferences in other parts of the world.

The extra degree allowance shall be paid above category and shall have the effect of exceeding maximum for all members of the Union.

ARTICLE 15 - CREATION OF NEW POSITION

15.01 If the Board creates a new position of responsibility to be filled by a teacher covered by this Agreement, the Board will negotiate with the Union about the salary and/or allowances. If no Agreement is reached the matter may be submitted to arbitration in accordance with 18.07.

ARTICLE 16 - DEFINITION OF LEVELS

16.01 Qualification for Salary Categories

For purposes of placement in all salary categories, i.e., A, A1, A2, A3, A4, only statements of evaluation from Q.E.C.O. will be acceptable. All reference to Q.E.C.O. refers to program 4 and program 5 effective September 1, 2003.

- 16.02 (a) Unqualified teachers (usually meaning teachers on Letters of Permission) will be paid at Category "A" minimum.
- (b) Certified teachers with degrees will be paid at Category A1 minimum until Statement of Evaluation from Q.E.C.O. is received. Proper grid placement will be paid from date of commencement of employment once documentation has been received.

ARTICLE 17 - METHOD OF PAYMENT

- 17.01 (a) The method of payment shall be ten (10) payments of 8% each and one payment of 20%. There shall be a pay of 8% on the first school day in September. There shall be pays of 8% not later than the last Friday of each month from September to May inclusive. There shall be a pay of 20% not later than the last school day in June.
- (b) (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".
- (ii) Each teacher shall open one account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks, the teacher acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic funds transfers within the time period that is normal for an electronic funds transfer between branches of two unrelated Schedule A Canadian Chartered Banks.
- (iii) Each teacher shall supply a sample voided cheque with proper electronic

coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.

- (iv) When anytime a teacher changes accounts to which salary is to be deposited, the provisions of (iii) shall apply. Unless a teacher moves principal residence from one community to another, a maximum of one change of account for deposit will be accepted in any one school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two weeks before the change is to be effective.
- (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three months advance written notice to the Union where the Board has determined the system must revert to a cheque based system.
- (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date unless to do so will move the pay date into a different school year or a different calendar year in which case, the pay date shall be moved to date following. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur.

In the event the Board has exercised its rights under Clause 17.01 (b) (v), the "date on which direct deposits can be made" shall become "school day" and the date to which the pay date is moved shall be a school day.

- (d) Upon receipt of notification of the employment of a new teacher the Human Resources Administrator shall mail to the teacher concerned, at the address indicated, all forms which will be required for payroll purposes. Any such teacher who has not, ten days prior to a regularly scheduled pay day, filed with the Human Resources Administrator all forms required at that time for the processing of pay, shall not receive any payments until the forms have been filed, following which arrears shall be paid with the next regular instalment payment.
- (e) The employer shall make statutory deductions as required by legislation or regulations.
- (f) All salary deductions including pension, income tax, Union fees deducted on a percentage basis across the year shall be made according to the salary payment plan and these deductions shall be shown on the annual T4 slips.
- (g) A teacher is entitled to be paid his or her salary in proportion that the sum of the total number of school days on which the teacher performs his or her duties and of the total number of additional days (when the teacher is required by the Board to perform duties pursuant to section 171 (2) of the Education Act, as amended) on which the teacher performs his or her duties bears to the sum of the total number of school days in the school year plus the number of additional days on which the teacher is required to perform duties (pursuant to section 171 (2) of the Education Act, as amended).

## ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURES

### 18.01 Definition

Any dispute involving the application, administration, interpretation or alleged violation of this collective Agreement, including any questions 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.

### 18.02 Individual Grievance

#### Step 1

Grievance(s) must be submitted in writing to the Principal, Immediate Supervisor or Designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Principal, Immediate Supervisor or Designate. The Principal, Immediate Supervisor or Designate shall respond to the grievance in writing within ten (10) school days of the meeting.

#### Step 2

If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Principal, Immediate Supervisor or Designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the grievor, a Union representative and the Board's Grievance Committee. A written response will be provided to the Union from the Director of Education within ten (10) school days of the meeting.

#### Step 3

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of receipt of the response from the Director of Education under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 18.07.

### 18.03 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.

### 18.04

Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual Agreement in writing between the Parties to this collective Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

18.05 Discharge Grievance

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

18.06 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 timeline for grievance mediation to occur.

18.07 Arbitration

(a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.

(b) Decision of the Board of Arbitration

An Arbitration Board shall give a decision within sixty (60) 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.

(c) Expenses of the Arbitrator or Board of Arbitration

Both Parties agree to pay the fees and expenses of the Parties respective appointees and one-half (1/2) of the fees and expenses of the Chair of the Arbitration Board.

ARTICLE 19 - JUST CAUSE

19.01 (a) No teacher shall be discharged, suspended or disciplined without Just Cause. Such cause shall be provided to the teacher in writing, within five (5) school days from the time the teacher is informed of such action.

(b) Prior to the imposition of any discipline and except for exceptional circumstances there shall be a meeting between the teacher and the Board representative to discuss the matter. The Board representatives will advise the teacher about the nature of the meeting prior to the meetings. The teacher shall have the right to have a Union representative at the meeting.

ARTICLE 20 – PERSONNEL FILE

- 20.01 (a) Upon request, a teacher or designated representative shall have the right to examine a teacher's personnel file in the presence of a Board representative.
- (b) Upon request a teacher or designated representative shall be entitled, without cost, to a copy of any materials contained in the teacher's personnel file.
- (c) Where there is a 24 month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the teacher shall be destroyed.

Notwithstanding the foregoing, where the letter of discipline incident involves an interaction with a student it shall be maintained in a teacher's personnel file for a period of five (5) years. Thereafter, the letter of discipline shall not affect the teacher's standing and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

- (d) A teacher shall be entitled to:
- (i) request correction of the personal information if the teacher believes there is an error or omission;
  - (ii) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made; and
  - (iii) require that any person or body to whom the personal information has been disclosed within the year before the time a corrections is requested or a statement of disagreement is required, be notified of the correction or statement of disagreement.

ARTICLE 21 - WORKING CONDITIONS

- 21.01 The Board shall ensure that the average size of its elementary school classes, in the aggregate, does not exceed 24.5 pupils. The Board shall determine the average size of its classes, in the aggregate, in accordance with the applicable legislation which may be amended from time to time.
- 21.02 In order to maintain the flexibility required to offer the best possible learning conditions, within the restraints outlined in 21.01, the Superintendents of each Family of schools, together with the principals of the schools in the Family will decide on:
- (a) staffing for each school;
  - (b) class size;
  - (c) each teacher's timetable, which includes class(es) to be taught and other assigned duties normally associated with the operation of the school.
- 21.03 (a) Each teacher shall have the right to 40 continuous minutes of free and uncommitted lunch break time.

- (b) The Renfrew County District School Board recognizes that qualified teachers must be in charge of students while they are under the Board's jurisdiction.
- (c) The Renfrew County District School Board requires each principal to organize the teacher's timetables and responsibilities in such a manner that the requirements in (a) and (b) above are met. Where, in some schools, it is impossible at times for the principal to make appropriate timetable arrangements for noon-hour supervision with regular staff the principal shall advise the Superintendent and, except as provided in (d) below, shall make arrangements to engage a suitable person to assist the supervising teacher with these duties.
- (d) In those cases where every reasonable effort has been made to engage a suitable person as provided for in (c) above and it has not been possible to engage such a suitable person, the principal shall be deemed to have met the obligation contained in (c) above. In such cases the principal shall consult with the Superintendent and advise the staff of the failure to obtain a suitable person.
- (e) Supervision duties shall be distributed equitably within the school.

21.04

- (a) The Board shall ensure that each full-time teacher receives a minimum one hundred and fifty (150) minutes per week for preparation.
- (b) The Board shall ensure that each part-time teacher receives an amount of preparation time each week that is in the same proportion to one hundred and fifty (150) minutes as the part-time teacher's weekly teaching time bears to the full-time teaching week.
- (c) The preparation time provided in (a) and (b) above shall be during the regular teaching day for the teacher and shall be exclusive of recesses and the lunch break. Principals are encouraged to schedule longer blocks of time when possible.
- (d) Both Parties recognize that it may not be possible to provide preparation time as provided in (a) and (b) above for all classroom teachers within the system. The Parties agree to ensure that lost preparation time is rescheduled. Central office staff with substantial control over their own schedule are excepted from Clauses 21.04 (a) and (b).

21.05 Staffing Committee

The Board and the teachers agree to the following:

- (a) A Staffing Committee shall be established;
- (b) The members of the Staffing Committee shall be the Superintendent of Human Resources and the Union President;
- (c) The Staffing Committee's mandate is class size as outlined in 21.01;
- (d) The Staffing Committee shall meet in early September and at other dates as mutually agreed upon;

- (e) The Staffing Committee shall meet to discuss solutions for teachers who have classes that are exceptional due to, but not limited to, class sizes and/or special needs students.
- 21.06 The school year shall not exceed one hundred and ninety-four (194) school days of which four (4) shall be designated as professional activity days. Any work performed outside of the school year shall be on a voluntary basis.
- 21.07 At the beginning of the school year the Principal in consultation with the teachers in each school shall meet to establish the desired timing, number and length for regular staff meetings.
- 21.08 A teacher who the Board assigns duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the 40-minute lunch period.  
  
The foregoing should not apply to a teacher who applies to more than one part-time position.
- 21.09 The Board shall ensure that each full-time teacher is assigned to provide instruction to pupils for not more than thirteen hundred and fifty (1350) minutes per week. Part-time teachers shall have pro-rated instruction for pupils.

## ARTICLE 22 - SENIORITY LISTS

### 22.01 Lists

- (a) By February <sup>1<sup>st</sup></sup> of each year seniority lists shall be prepared by the Board, published and distributed as follows:
  - (i) Two copies to each school with one copy to be posted for teacher viewing and the other copy to the Workplace Steward;
  - (ii) One copy to the President of the Union;
  - (iii) One copy to the Director, each of the Superintendents and each member of the Surplus and Lay-off Procedures Committee.
- (b)
  - (i) The listing will be comprised of teachers included under Article 2.01.
  - (ii) Teachers receiving additional allowances under Articles 14.01(a) and 14.02(a) will be indicated with an asterisk (\*). These positions are protected from the surplus and Lay-Off procedures outlined in Article 25.



- (c) Three separate lists shall be prepared as follows:
  - (i) A list of all teachers in order of seniority.
  - (ii) For each Family of Schools, a list of all teachers in order of seniority. Teachers not assigned to a school will for seniority purposes be assigned to schools by mutual agreement between the Union and the Board.
  - (iii) For each school, a list of all teachers in order of seniority.

## 22.02 Ranking

Seniority ranking will be based on continuous service determined as follows:

- a) Teachers who were included in the final seniority list for permanent teachers for 1997/98 will be listed in the order that they were shown on the 1997/98 list.
- b) Teachers who were included in the final seniority list for probationary teachers for 1997/98 will be listed below the teachers in (a) in the order that they were shown on the 1997/98 list.
- c) All other teachers will be listed below the teachers in (b) in order of the first day of paid employment.
- d) When the Board decides to make an Occasional Teacher a permanent teacher due to the unavailability of the teacher being replaced, the seniority date for the affected teacher shall be back-dated to the first day of continuous employment in the position.

If the date of permanent appointment occurs following the date of the printing of the seniority list, the teacher's seniority placement shall occur at the end of the list of the teachers employed on the same date.

- e) Where two or more teachers included in (c) have the same first day of paid employment, the seniority ranking for those teachers will be determined as follows:
  - (i) The teachers will be listed in order of the number of years of experience at the elementary level, recognized for salary purposes.
  - (ii) After the application of (i), if the tie still exists, the teachers will be listed in order of the number of years of experience at the secondary level, recognized for salary purposes.
  - (iii) In the event that a tie continues to exist, the names of the teachers tied will be drawn by a lot conducted jointly by the parties and listed in the order that they are drawn.
  - (iv) This procedure will be applied only on the first occasion of the tie coming into existence .

- 22.03 (a) Within 10 school days of the posting of the seniority lists in the schools, each teacher shall report, in writing, any discrepancies, omissions or errors to the Board's Human Resources Department together with supporting documents, i.e., Pension statement or any other pertinent documents.
- (b) Within twenty (20) school days of the date of posting of the seniority lists in the school, the Board's Human Resources Department shall reply, in writing, to any discrepancies, omissions or errors brought to its attention under Clause 22.03 (a).
- (c) Any teacher who brought discrepancies, omissions or errors to the attention of the Board's Human Resources Department under the provisions of Clause 22.03 (a) who is not satisfied with the response received under Clause 22.03 (b) or who received no response may seek further redress within the provisions of the grievance procedure (Article 18) of this Agreement (for this purpose the twenty first school day following posting of the seniority lists shall be deemed to be the day on which the teacher became aware of the circumstances giving rise to the complaint). Failure to pursue any discrepancy, omission or error within the time limits of Clause 22.03 (a) and Article 18 shall be deemed as acceptance of the correctness of the seniority lists.

#### ARTICLE 23 – ACTING PRINCIPALS AND VICE PRINCIPALS

- 23.01 The Parties agree that a teacher may be appointed to the position of Acting Principal or Acting Vice Principal for a period not to exceed one (1) year. For the purpose of determining seniority, service in an Acting Principal or Vice Principal position shall be considered as continuous service within the bargaining unit. The teacher shall not be permitted to more than one such appointment during his/her career with the Board.

#### ARTICLE 24 – SURPLUS AND LAY-OFF PROCEDURES COMMITTEE

- 24.01 A Surplus and Lay-off Procedures Committee (S.L.P.C.) shall be established prior to January 1 of each school year. The Surplus and Lay-off Procedures Committee shall be composed of:
- (a) two trustees appointed by the Board;
- (b) two elementary teachers appointed by the Union;
- (c) one administrator appointed by the Board who shall be non-voting, consultative to the Committee, and who shall carry out such duties as may be assigned by the Committee.
- 24.02 The Committee shall have access, through the administrator on the Committee, to all information pertinent to its consideration of redundancy or a surplus teacher situation, including but not limited to the following:
- (a) current enrolment and forecasts of enrolment for the next and following school years;

- (b) demographic studies of the community or communities as they may be available;
- (c) forecasts of potential areas of redundancy and surplus situations by school;
- (d) records of past redundancies, surplus situations, transfers and new hirings;
- (e) forecasts and all current information concerning potential and actual retirements or separation from employment for any other reason(s) including incompetency;
- (f) revisions of seniority list.

#### ARTICLE 25 – SURPLUS AND LAY-OFF PROCEDURES

25.01 By the second Tuesday in April of each year, the Superintendent of Schools in consultation with the principals shall:

- (a) Determine the organization of each school, allocate the number of teachers for the following year and assign teachers to positions in the school.
- (b) Subject to qualifications, seniority and each teachers' entitlement within a school, determine teachers surplus to the needs of each school.
- (c) Subject to qualifications and seniority, assign the surplus teachers to positions (vacancies or positions held by teacher(s) with less seniority) in other schools within the Family so that the teacher(s) with the least seniority is/are surplus to the Family of Schools. When it is necessary to assign a teacher to more than one location in order to determine that the least senior teacher is surplus in the Family of Schools, the assignment will require the agreement of the teacher.
- (d) Advise each teacher who is not assigned to a position for the following school year that he/she is surplus to the needs of the Family.
- (e) Provide to the Superintendent of Human Resources:
  - (i) A list of teachers surplus to the needs of each Family of Schools.
  - (ii) A list of vacant positions in each school.
- (f) Provide a copy of the Report in (e) to each member of the Surplus and Lay-Off Procedures Committee and the President of the Union.

25.02 By the third Tuesday in April of each year, the Superintendent of Human Resources or designate shall provide to each teacher determined to be surplus to the needs of his/her Family.

- (a) A list of all vacant positions.
- (b) A list of teachers and positions held who have less seniority than the surplus teacher.
- (c) Notify each teacher on the seniority list with equal or less entitlement who is

below the surplus teacher with the greatest seniority that there are teachers surplus who have greater seniority and entitlement and consequently he/she is subject to being displaced.

- 25.03 A teacher who is surplus to the needs of a Family may:
- (a) Subject to Article 25.11 apply for vacant positions from the list in 25.02 (a) that does not exceed his/her entitlement and/or
  - (b) Subject to Articles 22.01 (b) (ii) and 25.11 apply for positions from the list in 25.02 (b) that does not exceed his/her entitlement.
- 25.04 By the fourth Tuesday in April of each year, each teacher who is surplus shall submit to the Superintendent of Human Resources or designate, a list in order of priority of position(s) that are being applied for in accordance with Article 25.03. The teacher shall list a number of choices equal to the number of the teacher's rank on the surplus teacher list.
- 25.05 The Superintendent of Human Resources or designate shall convene a meeting of the Surplus and Lay-Off Procedures Committee as soon as possible after receiving the application in 25.04 to place teachers in order of seniority in the positions for which they have applied.
- When as a result of a placement by the Surplus and Lay-Off Procedures Committee, a teacher is surplus to the needs of a school, the Principal in consultation with the Superintendent shall reorganize the school so that, subject to qualifications, the teacher with the least seniority is surplus.
- 25.06 Teachers who are surplus as a result of placements by the Surplus and Lay-Off Procedures Committee will be placed on the surplus teacher list and the process in Article 25.02 to 25.06 will be repeated with appropriate adjustments to the dates until all teachers have been placed or there are no positions available.
- 25.07 Teachers who have been notified under Article 25.02 that they are subject to being displaced, shall be advised that there is no further possibility that he/she will be displaced.
- 25.08 Upon completion of Article 25.06, teachers who are surplus to the system shall be released by the Board from their employment and be given a letter stating that the sole reason for their release from employment is redundancy.
- 25.09 A teacher who is redundant may use Special Leave with pay for job interviews and may extend his/her benefit coverage for a three-month period at the expense of the teacher.
- 25.10 Up to and including August 15<sup>th</sup> a surplus teacher who has been placed in a position in another school under Article 25.05 may return to his/her original school, subject to seniority, if a vacancy occurs that does not exceed his/her entitlement and for which he/she is qualified.
- Such teacher must notify the Superintendent of Human Resources, in writing, no later than June 15<sup>th</sup> of his/her desire to return to his/her original school and identify the grades/subject areas that the teacher is prepared to accept.
- 25.11 A teacher applying for a position must be qualified or undertake to become qualified

prior to commencement of the position in accordance with regulations made under the Education Act.

- 25.12 A teacher whose assignment, as a result of being surplus, does not equal his/her entitlement, shall, subject to the Surplus and Lay-Off procedures, be eligible to claim his/her full entitlement within 4 years of the reduction of assignment.
- 25.13 With the approval of the Superintendent, a teacher may agree to a part-time assignment on the understanding that he/she will retain his/her entitlement for the following school year. The agreement may be renewed on an annual basis

## ARTICLE 26 - JOB SHARING, RECALL, PREFERRED SUPPLY AND SEVERANCE PAY

### 26.01 Job Sharing

The Board supports the concept of job sharing as a means for dealing with redundancy under the following conditions.

- (a) The teacher who volunteers to share a job will receive a letter from the Board indicating that this is a one-year appointment and that the teacher will receive a full-time position for the next year.
- (b) Job sharing shall normally be available only to permanent teachers. The Board, at its sole discretion, may allow a probationary teacher to participate.

### 26.02 Recall

Vacancies in a school year following a school year having redundant teachers shall be offered to the redundant teachers provided that they had not turned down a position offered by the S.L.P.C. and they are qualified for the position and provided that the redundant teachers have maintained their names on a current and updated list at the office of the Superintendent of Human Resources.

### 26.03 Preferred Supply

Permanent teachers who are declared redundant may wish to be placed on a preferred supply teacher list. Their names will be distributed to the schools that they indicate and they shall be contacted first to supply teach in those schools.

### 26.04 Severance Pay

- (a) Any teacher covered by this Agreement who has at least four (4) years of continuous service with the Board who has employment terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 20% of said highest salary earned within 14 calendar days of the termination of employment provided:
- (i) that the teacher has applied for each position of which the teacher was notified in accordance with Clause 25.04 and for which the teacher is qualified, within the time limits as specified in Clause 25.04 (i);

- (ii) that the surplus teacher has not been offered a position by May 31.
- (b) Acceptance of a severance allowance removes the teacher from the provisions of Clauses 26.02 and 26.03.

## ARTICLE 27 - EXCHANGE PROGRAM AND OVERSEAS TEACHING ASSIGNMENTS

27.01 The Board supports the following types of exchange programs and overseas teaching assignments:

- (a) In-County exchanges
- (b) In-province exchanges
- (c) Ministry of Education Exchange Program
- (d) Faculty of Education
- (e) C.U.S.O. assignments

### 27.02 In-County Exchanges

Teachers may arrange exchanges between two positions in the County provided the Superintendents concerned support this exchange. For purposes of the seniority list and redundancy procedures, the teachers concerned will still be considered as part of the original Family of schools.

### 27.03 In-province Exchanges

Teachers may arrange exchanges between schools in the province provided that the Superintendent supports this exchange. The teachers making the exchanges shall continue to be paid by their original employing Boards (responsibility allowances will be paid only if the teachers also exchange similar responsibilities).

27.04 For in-County and in-province exchanges application must be made to the Board not later than March 15 for exchanges which will take effect the following September 1st. An exchange shall normally be for one year.

### 27.05 Ministry of Education Exchange Programs

- (a) Interested teachers must apply to the Board not later than the November 1st prior to the school year in which the exchange will take effect. The Board shall reply to the application not later than December 1st of the same year.
- (b) For the exchange to take effect, the Board must have been advised of the completion of all necessary arrangements for the exchange not later than four (4) months prior to the date on which the exchange commences.
- (c) The applicant teacher must fulfill all the conditions set down by the Ministry of Education in its annual exchange teaching memorandum.
- (d) The salary which the Board will pay its own employee teacher while on exchange

will be the salary the teacher would have received had the teacher not been on exchange (responsibility allowances will be paid only if the teachers also exchange similar responsibilities) and the Board will make the normal deductions as follows:

- (i) Pension  
Income Tax  
Life Insurance (basic and supplementary) - (if applicable)  
Long Term Disability - (if applicable)
- (ii) OHIP (for a period of 4 months)  
Supplementary Medical (for a period of 4 months)

The regulations of OHIP only permit coverage for a period of 4 months from the date of becoming nonresident. Depending on the destination of the exchange teacher, the administration will attempt to obtain insurance coverage for the teacher, and the Board will pay 75% of the premium up to a maximum of the amount applicable should the teacher have remained in Ontario.

27.06 C.U.S.O. Assignments

The Renfrew County District School Board approves, in principle, lending its teachers to developing nations on the following conditions:

- (a) Interested teachers must apply to the Board not later than December 1 for leave which takes effect the following September.
- (b) The teacher will be paid by C.U.S.O. during this assignment.

27.07 There may not be more than 4% of the elementary staff on assignment as outlined in Clauses 27.03, 27.05, 27.06 and 27.07.

27.08 The Board must approve any specific exchange or overseas teaching assignment before it is granted.

27.09 Prior to approving any of the exchanges or teaching assignments outlined in Clause 27.01, the Board will examine the seniority lists and the probable redundancy situation to ensure that no candidate for these positions would be declared redundant during the period of exchange or overseas teaching or in the year immediately following such exchange or overseas teaching assignments. Notwithstanding the above, teachers on exchanges or overseas teaching assignments are subject to redundancy procedures during the exchange or overseas teaching assignment and in the following years.

27.10 Teachers involved in exchanges or on overseas teaching assignments as outlined in Clause 27.01 will continue to accrue seniority.

## ARTICLE 28 - X OVER Y PLAN

### 28.01 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any applicable allowances. In return the Board agrees to grant the participating teacher a leave with pay.

### 28.02 Eligibility

Any permanent teacher with the Board is eligible to participate in this plan.

### 28.03 Applications

- (a) A teacher wishing to participate in this plan must submit a written application to the Superintendent on the administering committee not later than the January 7th preceding the school year in which the teacher wishes to enter the plan.
- (b) The application must describe the individual scheme as to number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year in which the leave is to be taken.
- (c) Each teacher submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

### 28.04 Conditions for Acceptance

- (a) No individual scheme will be recommended for acceptance if as a result more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the amount by which the regular pay will be reduced for the non-leave portion of the individual scheme following the termination date of the leave is not expressed as the amount to repay funds advanced, interest on said funds and permitted charges in relatively uniform instalments.
- (d) No individual scheme will be recommended for acceptance if the administering committee is of the opinion that the teacher is likely to be redundant before completion of the individual scheme.
- (e) No individual scheme will be recommended for acceptance if the individual scheme does not commence on September 1st of one year and terminate on August 31st of a subsequent year. Normally, an individual scheme shall be between two (2) and five (5) years in duration.



- (f) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave (e.g. Sabbatical).

28.05 Contract

- (a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- (b) The contract must be executed by March 15th or the teacher shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.
- (d) The contract may be amended from time to time by mutual Agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual Agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the administering committee and the Board.
- (f) The administering committee will receive a copy of the contract and any amendments which may be subsequently made.

28.06 Leave

- (a) Leaves granted under this plan shall normally commence on September 1st of one year and end on August 31st of the following year.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the teacher.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.

28.07 Return from Leave

- (a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to the school taught in immediately prior to the leave.
- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to any position of responsibility held immediately prior to the leave.

- (c) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

28.08 Payment

- (a) During non-leave portions of the individual scheme, the participating teacher shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.
- (b) During the non-leave portions of the individual scheme which precede the commencement of the leave, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e., the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the administering committee and interest earned thereby shall accrue to the benefit of the trust.
- (c)
  - (i) During the non-leave portions of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e., the amount set out by the participating teacher) shall be paid to the account of the administering committee and used to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest.
  - (ii) The amount by which the participating teacher's normal grid salary and allowances are reduced for any one school year shall be based on a reasonable estimate of the amount required to pay back the amount remaining at the beginning of that school year of the principal amount advanced to the Board in payment for the leave period and any accrued interest, taking into account both current and projected interest rates.
  - (iii) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the principal amount advanced to the Board in payment for the leave period and any accrued interest has not been fully paid, the participating teacher shall be responsible for payment of the balance outstanding forthwith
  - (iv) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances proves to be more than that required to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest, the over deduction shall be returned to the participating teacher forthwith.
- (d) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum, if any, accumulated in the trust including accrued interest thereon plus such additional amount as may be borrowed and repaid by the amount by which the participating teacher's normal grid salary and allowances are reduced during the non-leave portions of the individual scheme which follow the termination of the leave. Interest accumulated

in the trust will be paid to the participating teacher in accordance with Revenue Canada regulations.

- (e) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article 17.
- (f) Provided the Board offers "Direct Deposit" under Clause 17.01 (b), during the leave portion of the individual scheme, the participating teacher's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Clause 17.01 (b), the participating teacher's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

#### 28.09 Withdrawal, Redundancy and Death

- (a) A participating teacher may not withdraw from the plan on or after March 15th of the year in which the leave is to commence.
- (b) A participating teacher may withdraw from the plan at any time prior to March 15th of the year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the administering committee.
- (c) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (d) A participating teacher who withdraws from the plan under the circumstances of (b) or (c) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (e) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the administering committee.
- (f) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.
- (g) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the administering committee.

#### 28.10 Deferral of Leave

- (a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the administering committee written notice of intent within ten (10) days of notification of deferral of leave.

- (c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain on the plan or the teacher shall be deemed to have withdrawn from the plan.
- (d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

28.11 Administering Committee

- (a) This plan shall be administered by a committee consisting of:

- 2 representatives of E.T.F.O.
- 1 Superintendent
- 2 Board members

- (b)
  - (i) The administering committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved, or that it has no recommendation.
  - (ii) In screening the applications the administering committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause 28.04, any other factors it considers relevant.
  - (iii) The recommendations of the administering committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.
- (c)
  - (i) Throughout a teacher's participation in the plan, the control of the trust established by Clause 28.08 (b) shall be vested solely in the administering committee on behalf of the participant.
  - (ii) The administering committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d)
  - (i) The administering committee shall be responsible for arranging for the borrowing of funds where such is required by Clause 28.08 (d)
  - (ii) Where the administering committee arranges for borrowed funds, it shall also arrange for insurance against the death or default of the participating teacher and the cost of this insurance shall be included in the cost of the borrowed funds.
  - (iii) Where the administering committee is unable to arrange for insurance against death or default, the participating teacher may make other appropriate arrangements for securing the borrowed funds by providing an irrevocable letter of credit sufficient to cover any amounts owing.
  - (iv) Where one or more of the conditions outlined in Clauses 28.11 (d)(ii), and

(iii) cannot be met by March 1st, the administering committee shall be absolved from its obligations under Clause 28.11 (d)(i). In this case, the contract between the teacher and the Board shall be deemed to have been amended so as to eliminate the portion of the individual scheme following the termination of the leave.

- (e) During the leave portion of an individual scheme, the administering committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in Clause 28.08 (d).
- (f) The administering committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Pension Act and the Income Tax Act.
- (g) The administering committee shall be responsible for carrying out all other functions assigned it by this Article.

#### ARTICLE 29 – HEALTH AND SAFETY

29.01 The Board recognizes its obligation to provide a safe and healthy environment for employees to carry out all duties and obligations under the Occupational Health and Safety Act and its regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

#### ARTICLE 30 – HARASSMENT

30.01 The Board and the Union agree that every employee has the right to freedom from harassment in the working environment.

#### ARTICLE 31 – ACCESS TO BOARD MINUTES

31.01 The Board shall provide to the Union the Agenda for any Board meeting two (2) days prior to the meeting.

31.02 The Board shall post minutes of Board Meetings on the Board's website.

#### ARTICLE 32 – TEACHER PERFORMANCE APPRAISALS

32.01 The Board has and shall continue to consult with the Local in the development of the Policy and Procedures regarding Teacher Performance Appraisals. This consultation shall continue prior to making modifications to the Policy and Procedures.

32.02 No member of the bargaining unit shall make judgements about a teacher's performance for the purpose of the Teacher Performance Appraisal.

32.03 When a teacher receives a Performance Appraisal which is rated unsatisfactory the Board shall, with the written permission of the teacher, notify the Bargaining Unit President.

32.04 For a teacher who has received two consecutive Performance Appraisals with an overall rating of unsatisfactory, a grievance may be filed in accordance with Article 18.

ARTICLE 33 - SIGNATURES

DATED AT PEMBROKE, THIS 13th DAY OF JUNE, 2003.

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW COUNTY  
DISTRICT SCHOOL BOARD

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SIGNED AND AGREED ON BEHALF OF  
RENFREW LOCAL OF THE ELEMENTARY  
TEACHERS' FEDERATION OF ONTARIO,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## TRAVEL ALLOWANCE

1. All employees on authorized Board business will be paid travel allowance at the rate of 35 cents per km. Authorized Board business will be defined to include teachers attending meetings within the county at the request of senior administrative staff but excluding the following:
  - meetings held on official professional activity days,
  - meetings held during July and August for the purposes of Summer Institutes.
  
2. Employees travelling outside the County on Board sponsored business:
  - 35 cents per km if travelling by automobile.
  - Economy rates if travelling by air.
  - Coach fare if travelling by train.

The above represent Board policy as of the date of signing of the Collective Agreement. In all cases, Board policy at the time of travel shall apply.

APPENDIX "B"



**LETTER OF UNDERSTANDING**

**CRIMINAL BACKGROUND CHECK**

The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for teachers.

Any action taken by the Board affecting a teacher that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

DATED AT PEMBROKE, THIS 13th DAY OF JUNE, 2003.

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW COUNTY  
DISTRICT SCHOOL BOARD

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SIGNED AND AGREED ON BEHALF OF  
RENFREW LOCAL OF THE ELEMENTARY  
TEACHERS' FEDERATION OF ONTARIO

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## LETTER OF UNDERSTANDING

The Board shall advise Principals to make provision for a washroom break for a teacher when no recess break is provided or when a teacher is assigned supervision during a recess break. The Board shall also advise Principals to reassign supervision duties for absent teachers.

DATED AT PEMBROKE, THIS 13th DAY OF JUNE, 2003.

SIGNED AND AGREED ON  
BEHALF OF THE RENFREW COUNTY  
DISTRICT SCHOOL BOARD

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SIGNED AND AGREED ON BEHALF OF  
RENFREW LOCAL OF THE ELEMENTARY  
TEACHERS' FEDERATION OF ONTARIO

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