

COLLECTIVE AGREEMENT

BETWEEN

THE ALGOMA DISTRICT SCHOOL BOARD

HEREINAFTER CALLED "THE BOARD"

AND

THE ELEMENTARY TEACHERS' FEDERATION

HEREINAFTER CALLED "THE BARGAINING UNIT"

Received - union	<input type="checkbox"/>
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Received - other	_____

2000-2002

OFFICE OF
JUN 06 2001
COLLECTIVE BARGAINING INFORMATION

WS

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CERT. DATE		
MALE EMPS		
F/MLE EMPS		
TOTAL EMPS	475	480
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ARTICLE 1- PURPOSE

- 1.1 It is the purpose and intent of the parties to set forth terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the parties.
- 1.2 Any amendments, deletions, additions and deviations to or in the clauses shall be made only by mutual consent of the parties in writing.
- 1.3 Both parties shall be bound by the Education Act, the Employment Standards Act, the Ontario Human Rights Code, and any other prevailing statutes governing education and employment in Ontario and Canada and the regulations thereunder.
- 1.4 Where legislation changes are made which directly affect any provisions of this agreement, upon request of either party a meeting will be held to discuss clarification of the implications of the legislative changes.

ARTICLE 2 - MANAGEMENT RIGHTS

- 2.1 The Board retains the rights of management except as expressly limited by this collective agreement, including but not restricted to:
 - a) the right to hire, assign, appoint, suspend, promote, classify, create or remove positions.
 - b) the right to make, alter from time to time and enforce practices and procedures to be observed by the members. Such practices and procedures shall not be contrary to the terms of this agreement. Any exercise of this right which changes a practice or procedure shall be communicated to the Bargaining Unit before implementation of the proposed change(s).
 - c) the right to ~~coperate~~ operate the schools in accordance with the Education Act of Ontario and the laws of Ontario and require all members to comply with same.
 - d) the right to discipline or discharge a member for just cause.

ARTICLE 3 - SCOPE AND RECOGNITION

- 3.1 The employer being the Algoma District School Board (herein after referred to as the Board) recognizes the Elementary Teachers' Federation of Ontario (**ETFO**) (hereinafter referred to as the Union) as the Bargaining Agent for all members employed by the Board in its elementary panel save and except occasional teachers.

- 3.2 The Union will inform the Board from time to time of the names of those who are authorized to act on behalf of the Union.
- 3.3 A member shall be defined as a person who is certified to teach by the Ontario College of Teachers, a member of the Bargaining Unit and employed by the Algoma District School Board. Such a member may be on an approved leave of absence or seconded for periods of time for other duties.

ARTICLE 4 - QUALIFICATIONS

- 4.1 A member is qualified to teach if they hold appropriate certification as determined by the Ontario College of Teachers and the Acts and Regulations.

ARTICLE 5 - ACCESS TO INFORMATION

- 5.1 A member will have access to their own personnel file upon request during normal office hours and in the presence of a Board designated representative.
- 5.2 The member will have the right to make copies of any material contained in such file or a member may designate in writing, a member from the Bargaining Unit to view or copy the file on behalf of the member.
- 5.3 The member may be charged reasonable costs for said copies at the discretion of the Manager of Human Resources.
- 5.4 The member may be accompanied by one other person who shall have access to the information contained in the file.
- 5.5 Nothing adverse shall be inserted into a member's personnel file without copies being sent to the member, The member has the right to request removal of adverse materials from their file.
- 5.6 The Board has the right to refuse frivolous or vexatious requests with respect to access.

ARTICLE 6 - PROBATIONARY PERIOD

- 6.1 A newly hired member shall serve a probationary period of two years.
- 6.2 A newly hired member who has at least two (2) years experience in the four (4) years preceding hiring in another Ontario school board. shall serve a probationary period of one (1) year.

ARTICLE 7 - RESIGNATION FROM EMPLOYMENT

- 7.1 A member shall notify the Board in writing by November 30th of the member's intent to resign or retire effective December 31.
- 7.2 A member shall notify the Board in writing by February 28th of the member's intent to resign or retire effective March 31.
- 7.3 A member shall notify the Board in writing by May 31 of the member's intent to resign or retire effective the end of that school year.
- 7.4 In accordance with the deadlines contained in 7.1, 7.2, and 7.3, a member, who accepts a position with another school board, shall within 72 hours submit their written resignation to the Algoma District School Board.
- 7.5 Nothing herein prevents the member and the Board from mutually agreeing to a member's retirement or resignation at any time.
- 7.6 Notwithstanding clauses 7.1, 7.2, 7.3, 7.4 and 7.5, members eligible for retirement gratuity or sick leave gratuity in this collective agreement must comply with resignation/retirement notice deadlines contained in those Articles.

ARTICLE 8 - SENIORITY

- 8.1 As of January 1, 1998, the Algoma District School Board Elementary Seniority List shall be comprised of the melded seniority list of the six predecessor boards.
- 8.2 This list, dated April 28, 1998 has been prepared by the Union in accordance with legislation and has been approved by members and the Board and shall be the basis for future accumulation of seniority.
- 8.3 Subsequent additions to the list will be governed by the following:
 - a) Names of newly employed members shall be placed on the seniority list at the first opportunity. These members shall accumulate seniority from the first day they are required to report to work as a member under this collective agreement and an employee of the Algoma District School Board.
 - b) The seniority list shall contain all members covered by this collective agreement in decreasing order of seniority.

- c) Seniority shall be defined as a member's length of continuous employment with the Board in the elementary panel and shall accrue during the probationary period, paid leaves of absence such as Professional Leave, DND and LTD, Political Leave, Federation Leave, Maternity and Adoption Leave, and special leave approved by the Board, except leave for a teacher who would otherwise have been laid off as per Article 21.
- d) Where seniority in 8.3 is equal the relative seniority status of each teacher will be determined by the following factors:
 - i) All employment as an elementary teacher under permanent or probationary contract with a predecessor board(s) (Central **Algoma**, **Chapleau**, **Hornepayne**, **Michipicoten**, North Shore, **Sault Ste. Marie**) not already in 8.3 above in determination of seniority.
 - ii) Other employment as an elementary teacher under a permanent or probationary contract in Ontario.
 - iii) Employment as a secondary school teacher under a probationary or permanent contract with a predecessor board(s) (Central **Algoma**, **Chapleau**, **Homepayne**, **Michipicoten**, North Shore, **Sault Ste. Marie**).
 - iv) Other employment as a secondary school teacher under a permanent or probationary contract in Ontario.
 - v) Other employment as a teacher under a probationary or permanent contract in Canada.
 - vi) Other employment as a certified teacher.
 - vii) Lot conducted jointly by the parties.
- e) Members shall be required to submit proof of other employment as outlined in 8.3.d.i) to 8.3.d.vi) within 30 days of commencement of employment in order to have such employment counted towards placement on the seniority list.

8.4 Members on the seniority list shall accumulate one year of seniority for each year of employment as an elementary teacher with the Board.

8.5 Members with a partial timetable shall be considered fully employed for the purposes of seniority.

8.6 A seniority list will be posted by the Board in each school and workplace by November 30th. Any questions as to the accuracy of the seniority list must be submitted to the Manager of Human Resources and the President of the local ETFO in writing within 45 days of the posting of the list. Failure to submit written objection within the specified time period shall result in the seniority dates being deemed correct.

8.7 Deletions from the Seniority List

- a) A member's name shall be deleted from the Seniority List when:
 - i) the member leaves the employ of the board:
 - ii) the member is laid off and selects severance instead of recall;
 - iii) the member's rights to recall have expired:
 - iv) the member is released for reasons other than layoff.

ARTICLE 9 - METHOD OF PAYMENT

- 9.1 On September 6, 2000, members shall receive 3.84615% of their annual salary and shall receive 3.84615% of the annual salary on every second Wednesday thereafter. (100% of salary to be paid to the member by August 31 of each school year.)
- 9.2
 - a) In the event of an overpayment of salary, the parties agree that the amount of overpayment shall be repaid to the Board within twelve months from notification or by the date upon which the employee ceases to work (such as termination, retirement, resignations, lay-off, leave of absence) whichever comes first. Payment(s) will be made in equal biweekly **installments** of a minimum of \$100.00 per pay.
 - b) In the event of underpayment of salary by the Board, the parties agree that the amount of underpayment shall be paid to the member on the next regularly scheduled pay date.
- 9.3
 - a) The Board shall provide direct deposit of salary for all members covered by this Collective Agreement to a bank or credit union within the jurisdictional area of the Board, according to the member's choice.
 - b) If a member leaves the employ of the Board due to retirement or resignation before the end of the current pay year (August 31) or takes pregnancy or parental leave during the current pay year, any outstanding remuneration due to the member will be calculated based on the member's daily rate of pay. The member shall be paid a salary according to the following formula:

$$\text{Annual Salary} \times \frac{\text{number of days which the member has worked}}{\text{total number of school days in the school year}}$$

Members retiring will receive any outstanding salary by their approved retirement date.
 - c) Where a statutory holiday falls on a pay day, the Board shall pay on the last regular banking day prior to the statutory holiday.

ARTICLE 10 - UNION DUES

- 10.1 Effective September 1, 1998, the Board shall deduct for every pay period and for each member covered by this collective agreement, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of **ETFO** within thirty (30) days of the dues being deducted. The union shall inform the Board from time to time, of the amount of such dues and assessments.
- a) The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues and assessments deducted.
 - b) The current address of **ETFO** is 480 University Avenue, Suite 1000, Toronto, Ontario, M5G 1V2.
 - c) The Union shall inform the Board of any change in address for **ETFO**.
- 10.2 The member, the Bargaining Unit and **ETFO** 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 deductions **authorized** by **ETFO** and/or the Bargaining Unit.

ARTICLE 11 - EXPENSES

- 11.1 The Board shall reimburse a member for approved expenses connected with any educational or teaching conference, convention, workshop or course attended by the member, at the request of the Board, in accordance with Board policy.
- 11.2 A member who is required to travel between schools as part of their teaching assignment shall be paid for such travel according to Board policy.
- 11.3 In respect to other travel **authorized** by the Board, a member shall receive **kilometrage** from the Board in accordance with Board policy.

ARTICLE 12 - VERIFICATION OF QUALIFICATIONS

- 12.1 The placement of members in their respective salary category (group) shall be determined in accordance with **QECO** Programme 3 or 4 effective September, 1998, unless superceded by legislative requirements.
- These **QECO** statements of evaluation are the only statements acceptable for verification of placement.
- 12.2 The Bargaining Unit **recognizes** the right of the Board to request the member to submit proof of the basis upon which **QECO** granted the Statement of Evaluation, but only in such cases where that basis is not clear to the Board.

- 12.3 The Board will recognize during any school year to January 31 inclusive, or within five (5) months of the date of first appointment, should it be later than the beginning of the school year, any evaluation statement which makes the member eligible for higher salary retroactive to the beginning of the school year, or later date of first appointment, provided that:
- a) the member indicates in writing to the Manager of Human Resources by October 31 that a higher salary category or group is pending; and
 - b) the member has completed educational responsibilities and requirements for upgrading prior to September 30th.
 - c) Notwithstanding the above, the eligibility for salary adjustment will be extended when circumstances are deemed by the Board to be beyond the control of the member. Payment of the higher salary on any other late requests for salary revision which have not observed this prescribed procedure, subject to other direction by the Board, shall be effective in accordance with Article 12.4.
- 12.4 In the event a new member fails to provide verification of qualification by January 31 inclusive, or within five (5) months of the date of appointment should it be later than the beginning of the school year, any salary adjustment resulting from verification of qualification within that school year shall be effective the month following such verification.
- 12.5 A member once placed on the grid in the member's salary category grouping will be paid at that category whether or not the member is teaching the subject(s) making the member eligible for that category.
- 12.6 A member who qualifies for a higher salary by completing educational requirements after September 30th of any school year, shall be paid the higher salary in that category effective the following year upon verification of necessary documentation.
- 12.7 The category (groups) for those members employed by the Board on January 7, 1999 shall continue to be recognized by the Board subject to alteration as a result of future changes in a member's qualifications.

ARTICLE 13 - TEACHING EXPERIENCE

- 13.1 The total teaching experience accumulated by a member and recognized by the Board for placement on the grid on July 1, 1998 shall not be subject to revision and shall be the basis for further accumulation of teaching experience for grid purposes in subsequent years.

- 13.2 Full-time teaching experience as a certified teacher in or outside of Ontario in secondary or elementary schools will be recognized at a one-to-one ratio to the end of June of the previous school year in accordance with the salary schedule.

It is the member's responsibility to supply necessary documentation to the satisfaction of the Board.

- 13.3 For members hired effective after January 7, 1999, part-year or occasional teaching experience as a certified teacher with an Ontario School Board will be **recognized** by the Board. An allowance for part-year teaching experience will be paid giving salary credit as 1 /10 of a year's experience for each twenty days of proven teaching experience up to the end of June of the previous school year,

Proof of such teaching experience must be certified by the Board with which the experience was gained and be submitted in a manner acceptable to the **Algoma** District School Board.

- 13.4 Members covered by this collective agreement shall have part time teaching experience which occurs after September 1 ,1998 and which is with the **Algoma** District School Board **recognized** for placement on the salary grid at a rate of 1/10 of a **year's** experience for each twenty days of proven teaching experience up to the end of June of the previous school year.

- 13.5 The effective date for receipt of experience allowances shall be the beginning of the school year except as provided below:

In the event a new member fails to provide verification of experience by January 31 inclusive, or within five (5) months of the date of appointment should it be later than the beginning of the school year, any salary adjustment resulting from verification of experience within that school year shall be effective in the month following such certification.

- 13.6 Recognition of experience shall not have the effect of a total salary for any member that would pierce the maximum annual salary for the appropriate category level or grid.

13.7 New Hires

- a) For payroll purposes, the onus shall be on the member to provide verification of qualification, eligibility and experience in the case of first appointment with this Board, together with other documentary requirements prescribed by the Board, by August 1, if the effective date of employment is the beginning of the next school year. Such information shall form the basis of the September salary payments.
- b) A member who enters employment with the Board after the beginning of the school year shall be paid the salary for which the member is eligible at the time of employment pro-rated for time worked based on the verification of qualifications, eligibility and experience documentation provided by the member.

Article 14 ALLOWANCES

a) Board Wide Co-ordinator's Allowance

A member with system wide responsibilities appointed as a Board Co-ordinator shall be paid an annual allowance of \$4,944.00 in addition to their grid salary.

b) Board Wide Consultant's Allowance

A member with system wide responsibilities appointed as a Board Consultant shall be paid an annual allowance of \$4,275.00 in addition to their grid salary.

c) Extra Degree Allowance

- i) An allowance of \$800.00 shall be paid to all members of the Bargaining Unit who hold a post graduate degree at the Canadian Masters Level, or equivalent, or, an allowance of \$1,200.00 shall be paid to all members of the Bargaining Unit who hold a post graduate degree at the Canadian Doctoral Level, or equivalent, so long as these degrees, according to QECO evaluation, are not being used for grid placement. This allowance shall have the effect of piercing the maxima of the salary grid for those members eligible to receive this allowance.
- ii) A member claiming this allowance will be required to furnish proof to the satisfaction of the Board.

- iii) Payment of the allowance will be made retroactive to September 1st or the first date of appointment provided satisfactory proof is submitted by January 31st inclusive or within five (5) months from the date of appointment should it be later than the beginning of the school year and provided that the member has completed the requirements for the extra degree prior to September 30th and indicates in writing to the Manager of Human Resources by October 31st that they are eligible for an extra degree allowance.
- iv) In the event that a member fails to provide satisfactory proof by January 31 inclusive or within five (5) months of their date of appointment should it be later than the beginning of the school year, any salary adjustment resulting from such allowance shall be effective the month following such verification.
- v) For members who are eligible for the extra degree allowance and whose salaries are frozen, the current extra degree allowance payable shall remain in place. Once the members salary is no longer frozen, the extra degree allowance payable under this Article will take effect.

ARTICLE 15 - SALARIES AND AREA ALLOWANCES

15.1 The wages earned by a member will be based on the following salary grids.

2000-2002 SALARY GRID A: effective Sept. 1, 2000

Grid A		Base Salary Grid -Sept. 1/00				
Cat.-----	A	A1	A2	A3	A4	
Year						
0	28,526	30,822	31,833	34,736	36,641	
1	30,415	32,985	34,132	37,170	39,133	
2	32,302	35,147	36,432	39,605	41,624	
3	34,190	37,311	38,732	42,039	44,117	
4	36,078	39,474	41,031	44,474	46,608	
5	37,966	41,637	43,330	46,909	49,099	
6	39,855	43,800	45,630	49,344	51,591	
7	41,742	45,962	47,929	51,778	54,082	
8	43,631	48,126	50,228	54,214	56,573	
9	45,518	50,288	52,528	56,649	59,064	
10	47,406	52,452	54,828	59,083	61,556	
11	50,043	52,452	54,828	61,518	64,047	
12	52,452	52,452	54,828	61,518	66,538	

2000-2002 SALARY GRID B: effective Dec. 1, 2000

Grid B		Base Salary Grid - Dec. 1/00				
Cat---	A	A1	A2	A3	A4	
Year						
0	28,925	31,254	32,279	35,222	37,154	
1	30,841	33,447	34,610	37,690	39,681	
2	32,754	35,639	36,942	40,159	42,207	
3	34,669	37,833	39,274	42,628	44,735	
4	36,583	40,027	41,605	45,097	47,261	
5	38,498	42,220	43,937	47,566	49,786	
6	40,413	44,413	46,269	50,035	52,313	
7	42,326	46,605	48,600	52,503	54,839	
8	44,242	48,800	50,931	54,973	57,365	
9	46,155	50,992	53,263	57,442	59,891	
10	48,070	53,186	55,596	59,910	62,418	
11	50,744	53,186	55,596	62,379	64,944	
12	53,186	53,186	55,596	62,379	67,470	

2000-2002 SALARY GRID C: Effective June 1, 2001

Grid C		Base Salary Grid - June 1/01			
Cat.-----	A	A1	A2	A3	A4
Year					
0	29,110	31,453	32,485	35,447	37,391
1	31,038	33,660	34,831	37,930	39,934
2	32,963	35,866	37,178	40,415	42,476
3	34,890	38,074	39,525	42,900	45,020
4	36,816	40,282	41,870	45,385	47,563
5	38,744	42,489	44,217	47,869	50,104
6	40,671	44,696	46,564	50,354	52,647
7	42,596	46,902	48,910	52,838	55,189
8	44,524	49,111	51,256	55,324	57,731
9	46,449	51,317	53,603	57,808	60,273
10	48,377	53,525	55,951	60,292	62,816
11	51,068	53,525	55,951	62,777	65,358
12	53,525	53,525	55,951	62,777	67,900

2000-2002 SALARY GRID D: effective November 1, 2001

Grid D	Base Salary Grid - Nov. 1/01					
Cat.-----	A	A1	A2	A3	A4	
Year						
0	29,680	32,069	33,121	36,141	38,123	
1	31,646	34,319	35,513	38,673	40,716	
2	33,608	36,568	37,906	41,206	43,308	
3	35,573	38,819	40,299	43,740	45,901	
4	37,537	41,071	42,690	46,274	48,494	
5	39,503	43,321	45,083	48,806	51,085	
6	41,467	45,571	47,476	51,340	53,678	
7	43,430	47,820	49,868	53,873	56,270	
8	45,396	50,073	52,260	56,407	58,861	
9	47,358	52,322	54,653	58,940	61,453	
10	49,324	54,573	57,047	61,473	64,046	
11	52,068	54,573	57,047	64,006	66,638	
12	54,573	54,573	57,047	64,006	69,229	

2000-2002 SALARY GRID E: effective June 1, 2002

Grid E		Base Salary Grid - June 1/02			
Cat.-----	A	A1	A2	A3	A4
Year					
0	30,015	32,431	33,495	36,549	38,553
1	32,003	34,706	35,914	39,109	41,175
2	33,987	36,980	38,334	41,671	43,797
3	35,974	39,257	40,754	44,233	46,419
4	37,960	41,534	43,172	46,796	49,041
5	39,949	43,810	45,592	49,357	51,661
6	41,935	46,085	48,012	51,919	54,283
7	43,920	48,359	50,431	54,481	56,905
8	45,908	50,638	52,849	57,043	59,525
9	47,892	52,912	55,269	59,605	62,146
10	49,880	55,189	57,690	62,166	64,768
11	52,655	55,189	57,690	64,728	67,390
12	55,189	55,189	57,690	64,728	70,010

15.2 Area Allowances

- a) In addition to the member's grid salary as determined by the member's qualification and experience, member(s) assigned to schools within the following geographic areas shall be paid the appropriate geographic area allowance:

Central Algoma	\$ 500.00
North Shore	1,000.00
Michipicoten	1,500.00
Chapleau	2,000.00
Hornepayne	3,000.00

15.3 - IMPLEMENTATION

15.3.1 Provision for Members Whose Salary in 2000/2001 may still be frozen:

a) September 1, 2000:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid A plus applicable area allowances shall have their salary frozen for the duration of the period Grid A is in effect.

b) December 1, 2000:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid B plus applicable area allowances shall have their salary frozen for the duration of the period Grid B is in effect.

c) June 1, 2001:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid C plus applicable area allowance shall have their salary frozen for the duration of the period Grid C is in effect.

15.3.2 Provision for Members Whose Salary in 2001/2002 may still be frozen:

a) September 1, 2001 :

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid C plus applicable area allowances plus increment shall have their salaries frozen for the duration of the period Grid C is in effect.

b) November 1, 2001:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid D plus applicable area allowances plus increment shall have their salaries frozen for the duration of the period Grid D is in effect.

c) June 1, 2002:

Members whose salary immediately prior to the date of the Memorandum of Settlement exceeds Grid E plus applicable area allowances plus increment shall have their salaries frozen for the duration of the period Grid E is in effect.

15.3.3 Other:

- a) Members hired effective between September 1, 1998 and January 7, 1999 shall be subject the attached Letter of Understanding regarding the application of teaching experience.
- b) Members hired after January 7, 1999 shall be placed on the above grid based on qualifications and experience.
- c) All grids and allowances contained in predecessor Boards' collective agreements are null and void effective August 31, 1998.

ARTICLE 16 - BENEFIT PLANS

16.1 The Board is not the insurer of employee benefits. The terms and eligibility criteria of the insurer contract shall prevail at all times.

16.2 Effective the first day of the second month following ratification all current benefit plans and conditions will be maintained with the following additions unless superceded by a new collective agreement.

a) Enrolment in Plans

- i) Members and their dependants, if applicable, will be enrolled in the Extended Health and Dental plans unless they sign an exemption form.
- ii) Members who have signed an exemption form may apply for coverage at a later date providing such coverage elsewhere has ceased. Application must be made within thirty-one (31) days of cessation of coverage. Insurability shall be at the sole discretion of the carrier.
- iii) Members who do not join these plans within thirty-one (31) days of cessation of coverage elsewhere are considered as late applicants. Late applicants must be approved by the carrier(s) and the Board. Late applications for dental coverage are subject to a one year waiting period from the date of the application.
- iv) All new members must join the basic Group Life Plan and the Long Term Disability Plan.

16.2.1 Group Life Insurance Plan

The Board will contribute 100% of the costs of the premium. The value of the policy will be two (2) times the member's annual salary to a maximum of \$175,000.00 with a minimum level of \$75,000.00 for full-time members.

16.2.2 Accidental Death and Dismemberment (AD&D) Insurance

The Board will contribute 100% of the costs of the premium. The value of the policy will be two (2) times the member's annual salary to a maximum of \$175,000.00, with a minimum level of \$75,000.00 for full-time members.

16.2.3 Optional Additional Group Life Insurance

Optional Additional Group Life Insurance in units of \$10,000.00 to a maximum of \$200,000.00 will be made available to members of the Bargaining Unit in the Group Life Insurance plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

16.2.4 Optional Accidental Death and Dismemberment Insurance

Optional Accidental Death and Dismemberment Insurance in units of \$10,000.00 to a maximum of \$200,000.00 will be made available to members of the Bargaining Unit in the Group Life Insurance plan. Such coverage will be at the member's expense and at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

16.2.5 Optional Spousal Life Insurance

Members of the Bargaining Unit who are enrolled in the Group Life Insurance plan may purchase Dependent Life insurance in-units of \$10,000.00 to a maximum of \$100,000.00. Such coverage will be at the member's expense at the group rate. Amounts and insurability will be at the sole discretion of the insurance carrier.

16.2.6 Dental and Extended Health Plans will be provided as follows:

The Board will contribute 100% of the premium cost of the plans as follows:

a) Dental:

Preventative services (including but not limited to examinations, x-rays, fillings, extractions, oral surgery, polishing, scaling, fluoride treatments, periodontal treatment, endodontics, denture relines and repairs, space maintainers, pit and fissure sealants).

no deductible
calendar year maximum - none
fee guide - current ODA less one
recall frequency - 9 months adult/ 6 months child (underage)

b) Extended Health Care Plan

The Board will contribute 100% of the premium cost of the Plan. Extended Health coverage will include:

- First \$1.00 of dispensing fee paid by member(s)
- expenses include but are not limited to:
pay direct drugs covered including those legally requiring a written prescription and certain life sustaining medication. Generic substitution applies unless physician indicates "no substitution" (Drug Formulary 3).
smoking cessation \$500.00 lifetime
fertility drug maximum \$2500.00
vision care \$200.00 per 24 month period

paramedical practitioners (chiropractor, physiotherapist, podiatrist, naturopath, speech therapist, masseur, psychologist) limited to \$40.00 per visit and \$500.00 per twelve month period
 semi private hospital accommodation capped at \$200.00 per day
 private duty nursing - \$5,000.00 per 12 month period
 ambulance included
 hearing aids - \$500.00 per 48 month period
 out of country referral medical - \$10,000 lifetime maximum for services
 not available in Canada and with prior approval of the insurance Company
 out of country emergency medical - reasonable and customary expenses

All Extended Health coverage assumes that OHIP will be billed first.

16.3 Long Term Disability

The member will contribute 100% of the premium cost. Insurability and eligibility to receive this benefit will be determined by the carrier. The parties agree that the Board is not responsible in the event that the insurer determines a member is ineligible for Long Term Disability. The plan includes the following:

member owned plan
 administered by the Board
 mandatory for all members unless within 90 working days to retirement
 availability of benefit subject to insurance carrier approval and not responsibility of the Board
 elimination period for LTD benefits of not more than 90 working days
 plan outlined in collective agreement

Once the plan is established, no changes will be made during the collective agreement period except by mutual consent.

16.4 Reinstatement

The Board agrees to reinstate with all seniority rights a member returning from a period of Long Term Disability, provided that the applicant is capable of meeting the essential duties of the job as certified by a qualified medical practitioner approved by the Board and meets the qualification requirements of the job.

16.5 Retention of Benefits

- a) All benefits shall be maintained in accordance with this agreement until superseded by a new agreement.
- b) (i) The parties agree that a member who is absent from duty because of illness and whose sick credits have expired, or is receiving Long Term Disability, shall be entitled to retain coverage of benefits, subject to insurance carrier approval, until such time as the member is eligible to retire on a pension under the Teachers' Pension Plan Act, by prepaying the relevant premiums for the applicable period(s).
- (ii) The parties agree that a member who is on leave of absence without pay for a period of up to two years and not while otherwise employed, shall be entitled to retain coverage of benefits with the exception of Long Term Disability by prepaying the relevant premiums for the applicable period(s).
- (iii) Members on pregnancy/parental leave may carry Long Term Disability coverage for the duration of the statutory pregnancy/parental leave.
- c) In the event of the death of a member, the Dental and Extended Health Care coverage will be continued for the qualifying surviving members of the family to the end of the third month following the month in which the employee dies.
- d) All benefits shall be maintained in force during any period of legal strike and lockout provided the Local Bargaining Unit immediately assumes obligation for the payment of the total contributions for all benefits for the duration thereof, subject to the approval of the carrier.
- e) Upon retirement, members of the Bargaining Unit may elect to participate in the Board's retiree Extended Health and Dental Plans, at the group retiree premium rate, continuous to age 65 years. The cost of such coverage is to be borne entirely by the retired member.
- f) In the event of the death of a retired member, with coverage for extended health and dental, such coverage may be continued by the spouse to age 65 at the retiree's group premium rate. The cost of such coverage is to be borne by the spouse of the retired member.
- g) It is understood that Articles 16.12(c), (e) and (f) apply only if the coverage is available without affecting the group rate for active members.
- h) The Board agrees to provide an outline of all benefits provided for under this Article to each member of the Bargaining Unit.

- i) A benefits committee consisting of three representatives each from the Board and Union will be established to investigate the best ways to utilize the money available for benefits. This committee will report to their respective principals.

ARTICLE 17 - STAFFING

- 17.1 The Board will staff elementary schools in accordance with the Education Act and Ontario Regulations governing class sizes.
- 17.2 Nothing prevents the Board from providing additional staff for a school based upon local circumstances and the needs of the students.

ARTICLE 18 - WORKING CONDITIONS

18.1 Preparation Time

Each member with a full-time assignment will be granted 150 minutes per week or the equivalent free from instructional duties. Recesses and the lunch period shall not be counted towards the 150 minutes. Preparation time is to be scheduled in minimum twenty (20) minute blocks.

- 18.2 A member on a part-time assignment shall be assigned preparation time on a prorated basis.
- 18.3 A member who is assigned duties at two or more locations on the same day shall be provided with adequate time to travel between the locations.

18.4 Teacher in Charge

- a) A member may agree to act as a teacher in charge for a short time absence of a principal or vice-principal. The term of any individual teacher in charge is limited to 19 consecutive days and to not more than 40 days in a school year.
 - b) If a member acts as teacher in charge, they shall be compensated at the rate of \$20.00 per day. An occasional teacher will be hired to assume the member's classroom responsibilities after the second consecutive day if the Principal/Vice Principal is out of the geographic area.
 - c) A teacher in charge shall not review or evaluate other members.
- 18.5 Each teacher is entitled to a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties, Notwithstanding the foregoing, alternate arrangements may be made with the mutual agreement of the Principal and the Union.

ARTICLE 19 - VACANCIES

- 19.1 A vacancy is a permanent position resulting from resignation, retirement or death which is known to be open for the next entire school year. Vacancies will be posted at least twice during the staffing process, and in any case, prior to June 15th of any given year.
- 19.2 A list of all the known vacancies shall be posted in each elementary school of the Board and each work location for a period of five (5) school days.
- 19.3 Any member of the Bargaining Unit has the right to apply for a vacancy for which the member is qualified.
- 19.4 The assignment posted may not be the same as the assignment that is vacated within the school. A member successful in a posting will be assigned to that school for subsequent *organizational* purposes for the coming school year.
- 19.5 Members successful in job postings will be responsible for any cost of travel or relocation.
- 19.6 The Board shall not be required to post more than twice during the staffing process. Nothing prevents the Board from posting more than twice.
- 19.7 Long term occasional teachers may be employed as described in the Acts and Regulations.

ARTICLE 20 - TRANSFERS

20.1 A member who wishes to be considered for a transfer for the next school year, shall apply in writing to the appropriate superintendent by March 1. A member wishing a return to "community" must indicate such in this transfer letter.

20.2 Transfer requests will be considered by the appropriate superintendent during the staffing process. First consideration is to be given to those wishing a return to "community" as long as there are openings. After requests for four consecutive years, a fifth request for a transfer by a member shall be granted subject to availability, qualifications and seniority.

20.3 A member, whose transfer request has been granted for the next school year, will be notified as soon as possible and not later than June 15.

20.4 Board Initiated Transfers

Transfers may be carried out at any time during the school year. If it becomes necessary to transfer a member, the Board will endeavour to place the transferee in a position which is mutually satisfactory to both parties. The following steps shall apply:

- a) Members shall be advised of the right to seek advice and assistance of a Bargaining Unit representative in transfers under this Article not initiated by the member.
- b) Members involved in these transfers shall be informed five (5) school days in advance of the transfer.
- c) Should a vacancy occur in the school from which the member was transferred, the member may request to be returned to that school.
- d) A member transferred from one **worksite** to another after September 1st, effective within the same school year, may receive, at the discretion of the appropriate superintendent, up to two (2) preparation days to facilitate this transfer.

20.5 Notwithstanding Article 20.4, a member cannot be transferred from one school to another school that is greater than 100 kilometres distance without the agreement of the member.

20.6 Member initiated transfers will be at the member's expense.

20.7 Moving and relocation expenses for members under a Board initiated transfer, where the member relocates their household from one geographic area to another, will be assisted at a rate of 50% of the actual cost of moving the member's household goods to a maximum of \$1,000.00 based on original receipts submitted to the Board.

- 20.8 Nothing in this or any Article guarantees that any member's request for transfer will be granted.
- 20.9 Mutually acceptable exchanges may be arranged with the agreement of the members, principals and appropriate Superintendent, provided necessary qualifications are held.
- 20.10 Staff may be transferred at any time by mutual consent.

ARTICLE 21 - SURPLUS/STAFFING/RECALL

- 21.1 The Principal of each school shall be responsible for staffing based on the allocation given to the school. With the exception of members returning from a Member Funded Leave, members who are returning from a maternity leave or any approved leave that is confined to the current school year shall be on the staffing complement of the school to which they were previously assigned. The Principal shall staff according to qualifications and seniority. The members declared excess to the school following this process shall be notified of their excess status in an interview with the Principal.
- 21.2 The Board shall compile a list of members excess to each school no later than May 15th of each year. The list will be made available to the Bargaining Unit by the same date.
- 21.3 In preparation and **organization** for the coming school year, the Board shall advertise the known vacancies board-wide at least twice between the periods of April 1st and June 1^{5th} of any given year. This will provide opportunity for members to apply for consideration for these vacancies. The following is the sequence of events in this process:
- i) Identification of system needs.
 - ii) Principal staffs school.
 - iii) Excess to the school and vacancies are identified.
 - iv) Vacancies are posted with a communication to each worksite.
 - v) Vacancies are filled by the appropriate superintendent and school principal.
 - vi) Second list of vacancies is posted.
 - vii) Vacancies are filled by the appropriate superintendent and school principal.
 - viii) Remaining vacancies to be filled through transfer requests by the appropriate superintendent.

- 21.4 The Superintendent of Education shall place members excess to the school in open positions within the “community” on the basis of seniority and qualifications by May 31.
- 21.5 In the event that no open positions exist within the “community” the Superintendent shall place members excess to the school in positions within the “community” on the basis of seniority and qualifications, so that the least senior member in the “community” is excess to the school, subject to qualifications.
- 21.6 In the event that there are member(s) excess to “communities” the Superintendent shall place these members in open positions within the district on the basis of qualifications and seniority.
- 21.7 In the event that no open positions exist in the district for which excess members are qualified, the Superintendent will place subject to qualification, the more senior excess member(s) before placing the less senior member(s). Displacement in staff shall result in the least senior member(s), subject to qualifications, being laid off. Members laid off will be given a letter of termination and be placed on the recall list if the member elects recall. The number of displacements shall be kept to a minimum wherever possible. The Superintendent of Education will meet with the Bargaining Unit on a regular basis during the process to review the staffing and its results before **finalization**.
- 21.8 Members who have been declared excess to their school and who have been placed in a new “community”, shall have the right to return, subject to seniority and qualifications, to positions which become available prior to September 15 in the following school year only, in the “community” from which they were displaced. It is understood that the position that becomes available may not be the position which is vacated, subject to **reorganization** of the school by the Principal.
- 21.9 Known openings for positions of responsibility shall be filled prior to staffing.
- 21.10 In the event that the Board finds itself in a situation where there is staff surplus to the Board, the Board shall notify the member in writing by November 30th of the Board's intent to layoff the member effective December 31. The Board shall notify a member in writing by June 15 of the Board's intent to lay off the member effective August 31.

21.11 Recall

The Board shall establish and maintain a list of all members who are laid off and have elected recall, called the Recall List. At the time of receipt of notice of termination of employment, a member who has been laid off will have the option of selecting to be placed on the Recall List or to select severance allowance which shall be payable on the date of termination in accordance with the requirements of the Employment Standards Act.

- 21.12 Members who have been laid off and elected to be placed on the Recall List shall be recalled to open positions based on seniority and qualifications for a period of up to twelve (12) months from the date of termination and shall be reinstated as though there had been no interruption in service for the purpose of seniority. Time spent on the Recall List shall not count towards the requirements of the probationary period. Recognition of service for increment purposes shall not be granted for the period of time spent on the Recall List.
- 21.13 While on the Recall List, laid off members shall be entitled to continue to be enrolled in benefit plans in which the members were enrolled immediately prior to being laid off, subject to insurance carrier approval, with full costs paid by the member. LTD coverage shall not be available to members on the Recall List.
- 21.14 Members who are eligible for recall shall be responsible for filing their most recent address with the Board.
- 21.15 When a position becomes available for which the member has seniority and qualifications, the Board shall contact the member being recalled by telephone and offer the position. Should the Board be unable to contact the member by telephone, the offer shall be made by registered mail or equivalent. The members so notified must advise the Board of their intention to return to work within the period not to exceed two days of telephone contact or ten (10) school days from the date of mailing such notification, unless the member and Board agree to an alternative date. Failure to respond to the registered letter or equivalent will result in the member's name being removed from the list.
- 21.16 No new employee will be hired by the Board until all members on recall have been given consideration for recall, subject to qualifications.

ARTICLE 22 - PART-TIME ASSIGNMENTS

- 22.1 The Board may appoint part-time members according to the needs of the system.
- 22.2 A member of **ETFO** on part-time assignment is a member employed on a regular basis for other than full-time duty.
- 22.3 A member with a part-time assignment may, prior to March 1, request a full-time assignment commencing the following school year, and shall be granted a full time assignment on the basis of seniority and qualifications if one is available.

- 22.4 A member with a full-time assignment may, prior to March 1, request a part-time assignment commencing the following school year, and shall be granted a **part-time** assignment based on seniority, qualifications and program needs.
- 22.5 A member on part-time assignment shall be paid according to the salary schedule and allowances in this collective agreement prorated for the time worked. Prorated will mean the proportion of the year worked by the member in relation to a full-time assignment.
- 22.6 A member on part-time assignment will receive all leaves including sick leave on a prorated basis. Prorated will mean the proportion of the year worked by the member in relation to a full-time assignment.
- 22.7 A member on part-time assignment shall have the right to participate in all benefit plans subject to insurance carrier approval. The Board's contribution to benefit premiums will be made as if the member were on a full-time assignment.
- 22.8 A member on part-time assignment shall receive credit for teaching experience prorated based on the member's part-time assignment.
- 22.9 For the purposes of seniority a member on part-time assignment shall be deemed to be on full-time assignment.
- 22.10 A member on part-time assignment shall be assigned preparation time on a prorated basis.

ARTICLE 23 - EVALUATION

- 23.1 No member of the Union shall be required to evaluate another member's competence.

ARTICLE 24 - BEREAVEMENT LEAVE

- a) Bereavement leave shall be granted without loss of pay or sick leave credits for the following:
 - i) For the funeral of a member's father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law, grandparent of employee or spouse, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild, fiance/fiancee.

- b) Bereavement leave for those situations covered under this Article will be provided as follows:
 - i) within a distance of one hundred and fifty (150) km of the member's principal residence to a maximum of three working or school days.

Notwithstanding the above, when a death occurs in a member's immediate family (father, mother, brother, sister, spouse, common law or same sex partner, child, guardian, mother-in-law, father-in-law) the member may be granted an additional two days upon request to the Superintendent.
 - ii) for greater distances - to a maximum of five school or working days.
- c) In the case of a funeral for a person not contemplated in the above clauses, members may be granted, upon application, personal leave in accordance with the terms of Article 26 (Personal Leave).

ARTICLE 25 COMPASSIONATE LEAVE

25.1 COMPASSIONATE LEAVE - TYPE 1

- a) Compassionate leave shall be granted without loss of pay or sick leave credits for a severe illness of the member's father, mother, brother, sister, child, spouse, common law or same sex partner, guardian, which will be considered one involving major surgery as certified by a doctor, or one in which immediate concern is expressed by a doctor for the life of the patient.
The member will submit to the Board a doctor's certificate verifying the severity of the illness as soon as reasonably possible.
- b) Compassionate leave for those situations under Type 1 will be provided to a maximum of five school or working days per school year.
- c) Any request for leave beyond five school or working days may be taken as a personal leave request and will be subject to Board approval as per Article 26.
- d) Member request for compassionate leave will be made through the principal (or immediate supervisor where the member is not assigned to a school) to the Manager of Human Resources or designate. Where possible, requests for compassionate leave will be made in writing, in advance. In emergencies, a telephone call, confirmed later in writing, is acceptable.

25.2 COMPASSIONATE LEAVE - TYPE 2

A member may apply through the Principal to the Manager of Human Resources, on the appropriate leave form, for up to two days without loss of pay or sick leave for attending to the medical needs of the member's immediate family (father, mother, child, spouse, common law or same sex partner).

ARTICLE 26 - PERSONAL LEAVE

Upon application to the Manager of Human Resources, through the principal/immediate supervisor, personal leave may be granted as set out below. The purpose of such leave is to allow members to attend to matters of personal importance which cannot be attended to in any other way.

- a) Upon provisions of reasons satisfactory to the Manager of Human Resources one day may be granted with pay. (see attached Appendix)
- b) One additional day may be granted upon application of the member to the Manager of Human Resources, provided the member reimburses the board via payroll deduction at the occasional teacher daily rate of pay regardless of whether one is used or not.
- c) Nothing prevents a member from applying for additional personal day(s) for attending to personal needs outside of the community where the member lives. Such days may be granted under this clause, and if granted, the member agrees to reimburse the Board via payroll deduction at the occasional teacher's daily rate of pay regardless of whether one is used or not.
- d) Personal leave shall not be granted to extend a statutory holiday or vacation period. The Superintendent of Education may, in exceptional circumstances waive this restriction.

ARTICLE 27 - CONFIDENTIAL LEAVE

- a) Upon application through the Principal to the Manager of Human Resources or designate, a confidential leave of one day per school year shall be granted subject to the availability of a qualified occasional teacher, if one is required. The teacher going on leave shall reimburse the board via payroll deduction for the cost of an occasional teacher if one is used.
- b) The purpose of such leave is to allow the member to attend to matters of emergency, which in the judgement of the member cannot be addressed in any other way.

- c) Under no circumstances shall such leave extend a statutory holiday or vacation period.

ARTICLE 28 - POST SECONDARY GRADUATION LEAVE

Post secondary graduation leave will be granted to a member with no loss of pay to attend the member's convocation from a certified and **recognized** post secondary institution, upon application to the Manager of Human Resources. Such leave shall be for the day of the graduation only and shall be limited to one day.

ARTICLE 29 - EDUCATIONAL EXAMINATION LEAVE

On application through the Principal, a member shall be granted a leave of absence for one day per school year for the purpose of the writing of an educational examination that provides for the advancement of the members academic or professional qualifications and education. Such leave of absence shall be with no loss of pay and shall be for the day of the examination only.

ARTICLE 30 - COURT ATTENDANCE/JURY DUTY

- 30.1 a) A member required by subpoena to appear as a witness in a court case shall be granted a leave of absence with pay and no loss to accumulated sick leave.
- b) A member who is subpoenaed to appear as a witness in a court case and who is a party to the action will be granted a leave of absence without pay.
- 30.2 a) A member required to serve on a jury shall be granted a leave of absence with pay and no loss to accumulated sick leave for the period requested by the court.
- b) All pay, excluding travel, meal and accommodation expenses received from the court for such appearances shall be returned to the Board.

ARTICLE 31 - PATERNITY LEAVE

A member shall be entitled to a leave of absence for up to two (2) days without the loss of salary or accumulated sick leave to attend to the responsibilities related to the birth or adoption of the member's child. These days do not need to be consecutive.

ARTICLE 32 - MEMBER ADMINISTRATION LEAVE

- a) A member may be appointed to a position as a principal or vice-principal for up to one school year less a day and such member so appointed may perform all duties of a Principal or Vice Principal save the formal written performance evaluation of other members.
- b) The member shall remain a member of the Bargaining Unit.
- c) A member may be appointed in this manner more than once, provided that the total terms of appointment do not exceed one school year less a day.

ARTICLE 33 - MEMBER FUNDED LEAVE (DEFERRED SALARY PLAN)

- 33.1 Member funded leaves will be individually limited to one (1) leave every five (5) years.
- 33.2 The leaves shall not impede the efficient operation of the school system or the surplus procedures under the agreement.
- 33.3 The granting of leaves shall be governed by the following criteria:
 - a) The member is on contract with the Board and has been a full-time elementary teacher with the Board for five (5) consecutive years.
 - b) The member declares that, except for emergency circumstances, they intend to serve the Board to the end of the plan.
- 33.4 Member funded leaves shall be funded by the member through salary hold back with the leave taken at the end of the period of salary hold back.
- 33.5 The following provisions shall apply:
 - a) A member shall make written application to the Board on or before March 1 of the school year prior to that in which the member funded leave is to commence, requesting approval for participation in the plan and specifying the salary deferral desired.
 - b) The terms of the plan will be as follows:
 - i) four (4) school years funded at 20% salary with leave in the fifth year;
 - or
 - ii) three (3) school years funded at 25% salary with leave in the fourth year.

- c) Acceptance, rejection or deferral of the application shall be in writing setting out the terms and conditions of the acceptance or explaining the reasons for rejection or deferral by May 15.
- 33.6 The withheld salary and accrued interest shall be paid to the member during the period of the leave either in one lump sum payment or through the regular biweekly payroll, Arrangements for the method should be made directly through the payroll department.
 - 33.7 The Board shall pay the employee benefit contributions as required by Article 16 of the agreement on behalf of the member during the period of the funded leave. The member shall pay the member's portion in order to maintain full coverage. Arrangements for payment of benefit contributions will be made prior to the commencement of leave. Any member who has not made payment or who has not made arrangements, satisfactory to the Board, for payments of the premiums prior to commencing the leave will have the member's benefits coverage terminated for the period of the leave of absence.
 - 33.8 While a member is on funded leave, no additional sick leave time shall be granted or accumulated.
 - 33.9 While a member is on funded leave, no additional teaching experience shall be granted or accumulated.
 - 33.10 A member granted funded leave shall be eligible, upon return to duty, to a salary in accordance with the member's experience.
 - 33.11 At the conclusion of the leave, a member shall be assigned to a comparable position to the member's previous position within their geographic area subject to staffing, surplus and redundancy procedures.
 - 33.12 A member granted funded leave shall continue to accrue seniority and retain full seniority rights for the duration of the leave.
 - 33.13 If the member is declared surplus to the elementary system during the period of the leave or salary holdback, the Board shall pay to the member the full amount of the withheld salary and accrued interest up to that time in a manner determined by the Board in consultation with the member.
 - 33.14 If the member should die prior to taking leave, the money withheld and interest accrued shall be paid to the estate of the deceased on a date and in a manner determined by the Board in consultation with the executors and administrators of the estate.

- 33.15 A member or the Board may withdraw from the plan at any time prior to taking the leave, provided that written notification is given to the other party at least eight (8) months prior to the commencement of leave. Withdrawal from the funded leave at any other time prior to the commencement of the leave would require mutual agreement.
- 33.16 Once a member has entered into a funded leave agreement with the Board, no alteration may be made to the plan except to withdraw entirely from the plan.
- 33.17 Teachers' Pension Plan contributions shall be in accordance with Teachers' Pension Plan Board regulations.

ARTICLE 34 - FEDERATION LEAVES

34.1 Short Term Leaves

a) General

- i) Short term leaves for members under 34.1.b and 34.1.c with class, school or system responsibilities will be limited to a maximum of ten days per member per school year, prorated for part-time teaching assignments. The Board reserves the right to limit the number of leaves at any one time or at any one individual school.
- ii) The Bargaining Unit and/or member shall submit a request for such leaves in writing with as much advance notice as possible prior to requested date of such leaves on the appropriate forms and such application shall be processed through the Principal to the Manager of Human Resources or designate.

b) Educational/Curriculum Related

- i) The Board may grant requests for absence from duty for members who have been appointed to committees in the Bargaining Unit whose mandates are directly focused on educational/curriculum purposes.
- ii) The leaves shall be at the cost of an occasional teacher and shall be paid for by the Bargaining Unit.
- iii) Each request shall be considered on its own merits, however, it is expected that Bargaining Unit meetings will be convened outside of school hours where possible.

c) Federation Business

- i) The Board may grant requests for absence from duty for members to attend Bargaining Unit business.
- ii) The Bargaining Unit shall reimburse the Board at the occasional teacher's daily rate for the duration of the member's absence.

d) Executive Leave

- i) The Board shall grant the local Bargaining Unit Executive a combined total of up to 45 days per school year for Federation business. The Bargaining Unit shall provide the Board with a list of those members eligible to use such days by September 30 of each school year.
- ii) The Bargaining Unit shall reimburse the Board at the occasional teacher's daily rate for the duration of the member's absence.

e) Collective Bargaining Leave

- i) The Board shall grant the Chair of the Collective Bargaining Committee and the Chief Negotiator a combined total of fifteen (15) days per year for negotiation preparation in those years that the collective agreement is being negotiated.
- ii) The Bargaining Unit shall reimburse the Board for its actual replacement costs, if any, for the duration of the member's leave.

34.2 Long Term Leaves

- a) The Board may grant a leave of absence to a member of the Bargaining Unit who has been elected or appointed to serve as Local Bargaining Unit President and/or Local Bargaining Unit Vice President, and/or **ETFO/OTF officer**.
Each leave shall be for a period of up to two (2) years and may be renewed twice for the same term provided that the renewal period immediately follows the original leave.
- b) Requests for such leave shall be submitted in writing on the appropriate leave form to the appropriate Superintendent through the Principal.
- c) The member on leave shall not accumulate sick leave for the period of the leave.
- d) The member shall retain their relative position on the seniority list.

- e) Upon return from leave the member shall be placed in a position comparable to the previous position within the member's geographical area, subject to staffing and surplus procedures.
- f) The Board shall be reimbursed for the full cost (100%) of salary and employee benefits for any person granted leave to serve as a Local Bargaining Unit President and/or Local Bargaining Unit Vice President, and/or **ETFO/OTF** officer. The union shall be responsible for any **WSIB** costs related to inquiries which occur during the period of the leave.

ARTICLE 35 - PREGNANCY AND PARENTAL LEAVE

- 35.1 This leave shall correspond with the Employment- Standards Act (**ESA**). Additional time for pregnancy and parental leave shall be considered where such time is taken to correspond with the natural breaks of the school year.
- 35.2 The Board shall provide for members on pregnancy leave a supplemental Employment Insurance benefit plan subject to approval by Human Resources Canada and subject to regulations established by same.
- a) In each week of the two (2) week mandatory waiting period which occurs during the September to June period, the plan will pay a sum equal to the weekly EI benefit that would be payable to the member each week of the benefit period.
 - b) To be granted **SEB** benefit, members must make written application to the Board prior to the expiry of the period of EI benefit outlining the commencement date of the waiting period and the amount of EI benefit payable.
- 35.3 Members going on a leave will receive the full amount of salary owing prior to commencement of the leave.
- 35.4 Benefit coverage and seniority shall be continued as set out in the **ESA**.
- 35.5 Members may apply for additional Parental Leave for up to two years. Application must be made in writing to the Manager of Human Resources at least six weeks prior to the commencement of the leave. The member shall be responsible for 100% of the benefit coverage.
- 35.6 A member returning from a statutory pregnancy/parental leave will be guaranteed return to the same position held before going on leave, subject to staffing and surplus procedures. If a member takes an extended leave under Article 35.5, the member will be guaranteed return to a comparable position subject to staffing and surplus procedures.

ARTICLE 36 - SICK LEAVE PLAN

The Board shall establish a sick leave plan for absences related to member illness or dental condition as hereinafter provided and shall maintain a sick leave account for each member employed by the Board under this agreement. For the purposes of this plan:

- a) A fraction of a day used shall be taken to the nearest higher **half** day.
- b) No sick leave days will be credited to a member on leave of absence, LTD, or on strike, lockout or withdrawal of services.
- c) A member will neither be eligible to accumulate nor to make use of sick leave credit while not actively employed by the Board.
- d) Part-time members shall be allowed to accumulate and shall be deducted sick leave days on a pro rata basis in accordance with their teaching assignment.
- e) Where a member commences employment after September 30, for the purpose of this article, the sick leave of twenty (20) days shall be prorated.
- f) If a member submits a resignation effective earlier than the last working day of any month of the working year, deduction shall be made from the members' sick leave credit for the remaining months of the school year at the rate of two (2) days per month prorated.
- g) Once a members' sick leave credits have expired, no salary payments or further accumulation of sick leave credit shall occur. After a member's sick leave credits have expired, benefits for a member will be continued until the end of the month following the month in which sick leave credits expire. The member, at the member's own expense, may arrange for the continuation of benefits for the remainder of that school year provided the member continues to be **employed** by the Board.
- h) The Board shall report each year, to each member, unused sick leave credit accumulation. Any employee shall have the right to appeal the contents of said statement in relation to the credits and deductions for the previous year on written application filed with the Manager of Human Resources or designate within 30 school days of the date of said statement.
- i) All medical absences which exceed five (5) consecutive school days may require documentation acceptable to the Board upon return.
- j) The Board, at their expense, reserves the right to require a member to obtain a certificate from a doctor named by the Board regardless of the duration of the illness.

- k) Leave without loss of salary, benefits and seniority, shall be granted to a member for a period of quarantine when declared by the Medical Officer of Health or Designate. Such leave shall be deducted from the member's sick leave credits. The onus shall be on the member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practically possible.
- l) During each year, a member of the Bargaining Unit other than those governed by Article 36(m) shall be allowed two (2) days sick leave per month of service and for the purpose of the plan shall be credited annually with 20 days less any portion used until the total number of days accumulated in the reserve amounts to a maximum of 200 days.
- m) Any member eligible for more than two hundred (200) days accumulation as of June 30, 1998 will retain their right to accumulate sick leave credit days to the accumulation maximum defined in their predecessor collective agreements. However, such members shall only be entitled to 20 sick leave days per year effective September 1998.

ARTICLE 37 - RETIREMENT GRATUITY

Existing collective agreement clauses dealing with Retirement and Service Gratuity from predecessor Board areas will be grand-parented for members employed in those geographical areas on June 30, 1998. An individual letter will be placed in each member's file.

ARTICLE 38 - LEAVES OF ABSENCE WITHOUT PAY

- 38.1 The Board may grant requests for extended leaves of absence without pay or benefits up to a maximum of two consecutive years for members. Time spent on a leave of absence shall not count towards the requirements of a probationary period,
- 38.2 While on leave of absence the member may continue benefits coverage at no cost to the Board under the board's benefit plans, with the exception of LTD, by prepayment of the cost of benefit premiums.
- 38.3 Any member who has not made payment or who has not made arrangements, satisfactory to the Board, for payment of premiums prior to commencing the leave, will have their benefit coverage terminated for the period while on leave.
- 38.4 Extended leaves of absence without pay for any member will be individually limited to not more than one in any given 4 year period. In special circumstances, a member may apply for an exception to the appropriate Superintendent.

- 38.5 Application for leaves of absence commencing September 1 under this section must be made in writing by the member to the immediate supervisor who will forward the application to the Manager of Human Resources or designate by March 1.
- 38.6 Changes in the terms of the leave must be applied for in writing.
- 38.7 Changes to the terms of the leave will be by mutual consent.
- 38.8 Notwithstanding 38.5, in special circumstances, the Board may grant requests for leave throughout the school year.
- 38.9 The application will state the purpose for which the leave is requested.
- 38.10 Members granted a leave of absence without pay will retain their relative position on the seniority list. A member on leave of absence without pay will not accumulate teaching experience.
- 38.11 At the conclusion of the leave, the member shall be returned to a comparable position in his/her community, as per Article 21 subject to seniority, qualifications and staffing/surplus procedures.
- 38.12 Notwithstanding Article 38. 1, the Board shall grant a leave of absence without pay or benefits for up to five (5) years to a member in the event that the member is elected to the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality/township. The member shall retain their relative position on the seniority list for the period of the leave.

ARTICLE 39 - UNION REPRESENTATIVES

- 39.1 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 members in a particular school or workplace on behalf of the Union (workplace steward).
- 39.2 The Board will provide the Union representative designated in Article 39.1 access to a bulletin board in each school for posting of Union business and information for members providing there is one available in a place not visible to students or general public.

ARTICLE 40 - GRIEVANCE AND ARBITRATION PROCEDURE

40.1 Grievance Procedure

A grievance shall be defined as a matter arising from the interpretation, application, administration or alleged contravention of this Agreement.

40.2 Individual Grievance

a) Informal Step

i) If a member(s) feels there has been a contravention of the collective agreement, that member(s) shall first seek remedy through an informal meeting with their principal or immediate supervisor. The member(s) may have Bargaining Unit representation present at said meeting, should the member so desire.

ii) The member must discuss the alleged contravention with the principal or immediate supervisor within fifteen (15) school days of the alleged contravention.

b) Step 1

i) If the informal discussion does not result in a resolution, the Bargaining Unit, on behalf of the member(s) may file a written grievance with the appropriate Superintendent of Education (with a copy to the principal or immediate supervisor) within ten (10) school days of the informal meeting with the principal or immediate supervisor.

ii) Such written grievance shall contain:

a) a description of how the alleged dispute is in violation of the collective agreement including the relevant Article number(s); and

b) a statement of the fact to support such a grievance; and

c) the relief sought; and

d) the signatures of the duly **authorized** official of the Bargaining Unit and the member(s) concerned.

iii) The Superintendent or designate shall respond in writing to the grievance within ten (10) school days.

c) Step 2

i) If the grievance is not resolved at Step 1, the Bargaining Unit may within ten (10) school days from the date of receipt of the reply of the Superintendent or designate, submit the grievance to the Director.

ii) The Bargaining Unit shall be notified in writing of the answer of the Director within ten (10) school days from the date of the receipt of the grievance at Step 2.

iii) If the reply of the Director is unacceptable to the Bargaining Unit, the Bargaining Unit shall advise the Board of their position within ten (10) school days from the date of receipt of the reply.

- d) Time restrictions may be extended if mutually agreed upon at any step in this process. Consent to extend the time restrictions will not be unreasonably withheld.
- e) The failure of one party to comply with the time allowance of any agreed upon extension shall result in the grievance being progressed to the next step.

40.3 Policy Grievance (Bargaining Unit or Board Initiated)

a) Informal Step

i) The party alleging contravention of the collective agreement shall first attempt to resolve the matter by informal discussion with either the appropriate superintendent or duly authorized representative of the Bargaining Unit as the case may be.

ii) Such a meeting shall occur within fifteen (15) school days of the date of the alleged contravention of the agreement.

b) Step 1

i) In the event that informal discussion did not result in a resolution to the matter, the party wishing to file a grievance shall do so in writing to either the Director or the Bargaining Unit President, as the case may be, within ten (10) school days of the informal meeting.

- ii) Such written grievance shall contain:
 - a) a description of how the alleged dispute is in violation of the collective agreement, including the relevant Article number(s); and
 - b) a statement of the fact to support such a grievance; and
 - c) the relief sought; and
 - d) the signatures of the duly **authorized** officials of either the Bargaining Unit or the Board, as the case **may** be.
- iii) The Director or President of the Bargaining Unit, as **the case** may be, shall respond in writing to the **grievance** within ten (10) school days of the receipt of the written grievance.

c) Step

If the reply at Step 1 is unacceptable to the griever, the griever shall then advise the other party of their position within ten (10) school days from the date of the receipt of the reply at Step 1.

d) Time Restrictions

Time restrictions **may** be extended if mutually agreed upon. Consent to extend time restrictions will not be unreasonably withheld. The failure of one party to comply with time allowances of any agreed upon extensions shall result in the grievance being progressed to the next step.

40.4 Alternative Forms of Grievance Mediation

- a) At any time, following the Informal Step in the Grievance Procedure, the parties by mutual consent in writing, may elect to resolve the **Grievance** by using any form of Grievance Mediation the parties may find mutually acceptable. The parties shall agree on the individual to **be** the Mediator and the time frame in which a resolution is to be reached. The decision of the Grievance Mediator shall not add to, delete from, modify or otherwise amend the provisions of this Agreement.
- b) The fees for the Grievance Mediator and any related expenses shall be shared equally by the parties.

- c) Each party shall pay the wages and expenses as well as related costs of their respective attendees, advisors and witnesses.

40.5 Arbitration

- a) Either party desiring Arbitration shall notify the other party in writing of its desire to submit a grievance to Arbitration. The notice shall contain the name of the first party's appointee to the Arbitration Board.
- b) The recipient of the notice shall within **fifteen (15)** school days inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board.
- c) When two appointees are so selected they shall appoint a third person who shall be the Chair. This appointment shall be made within fifteen (15) working days.
- d) If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within fifteen (15) working days, the appointment shall be made by the Minister of Labour upon the request of either party.
- e) The single Arbitrator or the Arbitration Board, as the case may be, has the powers of an Arbitrator or Arbitration Board under the Labour Relations Act.
- f) The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representative and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any employees or employer affected by it.
- g) The decision of the majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chair governs.
- h) The Arbitrator or Arbitration Board, as the case may be, shall not by their decision add to, delete from, modify or otherwise amend the provisions of this Agreement.
- i) The fees for a single Arbitrator, or a Chair of a Board of Arbitration, shall be shared equally by the parties. Each party shall pay the costs of its nominee to a Board of Arbitration where used.
- j) Upon mutual agreement, the grievor may submit the grievance to a single Arbitrator who shall have the same power as a Board of Arbitration.

- k) Prior to proceeding to Arbitration the parties may meet in an attempt to resolve the outstanding issues.

ARTICLE 41 - MEDICAL PROCEDURES

It shall not be the duty of a member to undertake any medical procedures for any pupils on a regular timetabled basis, except for the administration of prescribed medication as outlined in Board Policy.

ARTICLE 42 - COPIES OF THE COLLECTIVE AGREEMENT

- 42.1 Each member of the bargaining unit shall be provided with a signed copy of this collective agreement at shared expense between the Board and Union, within ninety (90) days of the signing of the agreement.
- 42.2 Each applicant, when accepted for employment, shall be provided with a copy of this collective agreement at shared expense between the Board and the Union.

ARTICLE 43 - DEFINITIONS

- a) "Community" means:
 - 1. Central Algoma (Echo Bay, Desbarats, Bruce Mines, Thessalon, St. Joseph Island, Laird Central)
 - 2. Chapleau
 - 3. Elliot Lake
 - 4. Hornepayne
 - 5. Michipicoten
 - 6. North Shore (Spanish, Serpent River, Blind River, Iron Bridge)
 - 7. Sault Ste. Marie

- b) "Geographic Area" means:
 - 1. Chapleau
 - 2. Central Algoma (Echo Bay, Desbarats, Bruce Mines, Thessalon, St. Joseph Island, Laird Central)
 - 3. Hornepayne
 - 4. Michipicoten
 - 5. North Shore (Elliot Lake, Spanish, Serpent River, Blind River, Iron Bridge)
 - 6. Sault Ste. Marie

- c) "Spouse" shall include common law and same sex partners.

- d) "Voluntary Transfer" is a transfer from one **worksite** to another within the jurisdiction of the **Algoma** District School Board initiated by the member.

- e) "Board Initiated Transfer" is a transfer of a member from one **worksite** to another within the jurisdiction of the Algoma District School Board initiated by the Board.
- f) "Surplus to the Board"
A member who has been declared to be surplus to the Board is a teacher for whom no teaching position is available within the jurisdiction of the Algoma District School Board.
- g) "Excess to the School"
 - i) a member who has voluntarily declared himself/herself Excess to the School is not considered part of the staffing complement of that school for **organizational** purposes for the coming school year.
 - ii) a teacher for whom no position exists within his/her existing **worksite** but for whom, unless identified as Surplus to Board, a position will exist within the jurisdiction of the **Algoma** District School Board subject to seniority and qualifications and the Staffing/Surplus/Recall Process and described in Article 21.

ARTICLE 44 - STRIKE AND LOCKOUT

- 44.1 There shall be no strike or lockout during the term of this agreement. The terms strike and lockout shall be as defined in the Ontario Labour Relations Act.

ARTICLE 45 - HARASSMENT

- 45.1 The Board and the Union recognize the importance of a harassment free working environment.

ARTICLE 46 - DURATION


- 46.1 This agreement shall be in effect from September 1, 2000 and shall continue in force up to and including August 31, 2002 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing within one hundred and eighty (180) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications of the agreement, in accordance with the Ontario Labour Relations Act.

This collective agreement is signed on May 29, 2001 at Sault Ste. Marie, Ontario.

Official Signatures:

ALGOMA DISTRICT SCHOOL BOARD:


Chair of the Board

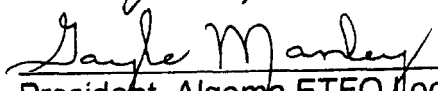

Chief Negotiator

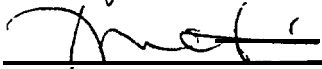


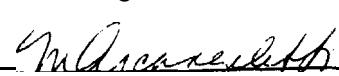


ALGOMA DISTRICT ETFO:


ETFO Chief Negotiator


President, Algoma ETFO Local


Chief Negotiator, ETFO Local



APPENDIX A:

With respect to Article 26 Personal Leave, the following shall be deemed to be satisfactory reasons for leave with pay:

- death not covered by Bereavement
- wedding of immediate family (brother, sister, child, parent)
- wedding in which the teacher is a member of the wedding party
- surgery/hospitalization of family member not covered by Compassionate Leave Type 1 or 2
- convocation of teacher's immediate family member (spouse, child, brother, sister, mother, father)
- legal appointment requiring the attendance of the teacher
- required court attendance for self
- court attendance with member of immediate family (spouse, parent, child, brother, sister)
- medical appointment immediate family (spouse, parent, child, brother, sister)

Applications for Personal Leave for reasons not identified above may be considered by the Manager of Human Resources in extenuating circumstances.

**LETTER OF UNDERSTANDING #1
BETWEEN THE
ALGOMA DISTRICT SCHOOL BOARD
AND
E.T.F.O.- ALGOMA**

RE: EXPERIENCE

Members hired effective between-September 1, 1998 and January 7, 1999 who were placed on the following predecessor Board grids: Hornepayne, Michipicoten, Chapleau, CABE, and North Shore will receive salary as follows:

- 1) For the period September 1, 1998 to January 31, 1999 will receive salary based on the member's current salary rate on the predecessor Board grid; and
- 2) Effective February 1, 1999 will receive salary based on the member's qualifications and experience rate on the new grid plus applicable area allowances, inclusive of any adjustments for part year or supply teaching experience at the rate of 1/10 of a year's experience for each twenty days of proven teaching experience up to the end of June 1998.

Members hired effective between September 1, 1998 and January 7, 1999, the date of the memorandum of settlement who were placed on the Sault Ste. Marie predecessor Board grid will receive salary effective September 1, 1998 based on the member's qualifications and experience rate on the 1998/99 base grid, inclusive of any adjustments for part year or **supply** teaching experience at the rate of 1/10 of a year's experience for each 20 days of proven teaching experience up to the end of June, 1998.

Dated this & a y of Nov 1 at Algoma, Ont.

[Signature]
[Signature]
C. McPhee
Algoma District School Board

[Signature]
[Signature]
Gayle Manley

ETFO - Algoma

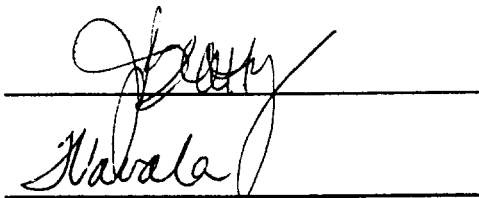
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**LETTER OF UNDERSTANDING #2
BETWEEN THE
ALGOMA DISTRICT SCHOOL BOARD
AND
E.T.F.O.- ALGOMA**

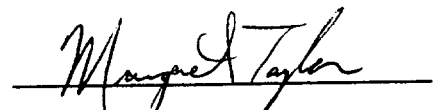
RE: CHANGES TO INSURANCE COVERAGE: Life, AD&D and LTD

For the purpose of benefit coverage for Group Life, Group AD&D, Optional Life, Optional AD&D and Long Term Disability, it is understood and agreed by the parties that any changes in insurance coverage as a result of any salary increases for members under the new collective agreement will be effective January 1st, 2001 and will not be retroactive.

Dated this 29 day of May 2001 at Alm, Ont.



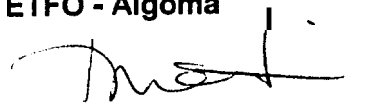
C. M. Phee
Algoma District School Board



Margaret Taylor

Gayle Manley

ETFO - Algoma



M. Macgregor

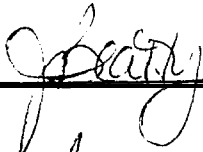


**LETTER OF UNDERSTANDING #3
BETWEEN THE
ALGOMA DISTRICT SCHOOL BOARD
AND
E.T.F.O.- ALGOMA**

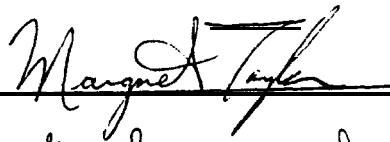
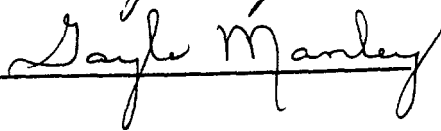
RE: PAY EQUITY

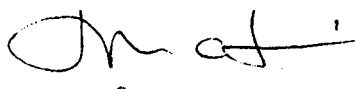
It is agreed by the parties that the 1998-2000 and 2000 - 2002 collective agreements hereby settle all possible pay equity issues for the Bargaining Unit.

It is hereby agreed that members may only progress beyond Step 11 (penultimate) to Step 12 (ultimate) of Category A based on certification by QECO indicating their eligibility **to progress** in accordance with the provincial pay equity settlement between the Board and the **elementary** branch affiliates dated May 14, 1991. The details of requirements for such progression are attached hereto.

Dated this 29 day of May 2001 at HM. Ont.




Algoma District School Board



ETFO - Algoma


Marcia Regalotti

**LETTER OF UNDERSTANDING #4
BETWEEN
ALGOMA DISTRICT SCHOOL BOARD
AND
ETFO - ALGOMA DISTRICT**

RE: COMMITTEES

1. Benefits

The Benefits Committee consisting of 3 representatives each will be established to investigate the best ways to utilize the money available for Benefits. The committee will report to their respective principals.

2. Leaves

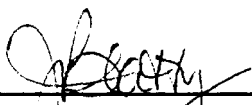
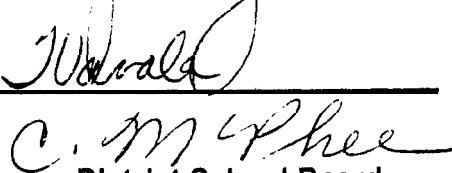
The parties agree to establish a one time joint committee of equal numbers from each party to develop a booklet and identify communication strategies for the booklet which Will improve members understanding of the Leave clauses in the collective agreement.

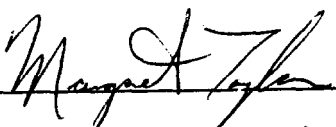
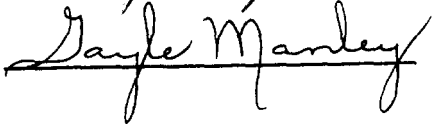
3. Service Gratuity and Signing Bonus


The parties agree to establish a joint Committee to identify options and strategies for the recruitment and retention of elementary teachers including such considerations as, but not limited to, Service Gratuity and Signing Bonus.

The Committee will be comprised of three representatives from each party and will meet and report to the respective parties no later than November 1, 2001

Dated this 29 day of May 2001 at HM, Ont.



C. M. Phee
Algoma District School Board



ETFO - Algoma

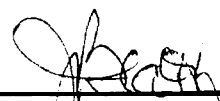

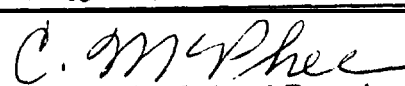

Michael

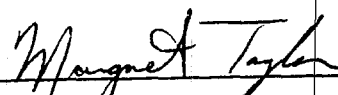
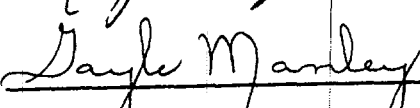
**LETTER OF UNDERSTANDING #5
BETWEEN
THE ALGOMA DISTRICT SCHOOL BOARD
AND
ETFO-ALGOMA**

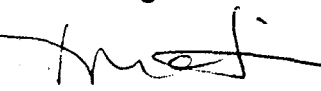
RE: EXTRA CURRICULAR ACTIVITIES

The **Board and the** Union recognize the importance of extra curricular activities. Both parties **recognize** that the involvement of Union members in extra curricular activities is voluntary unless directed by legislation.

Dated this 25th day of May 2001 at Sim, ON.




C. McPhee
Algoma District School Board



ETFO - Algoma


Michael Regalotti

LETTER OF UNDERSTANDING #6
BETWEEN
ALGOMA DISTRICT SCHOOL BOARD
AND
ETFO - ALGOMA

RE: CHAPLEAU TEACHERS

The Board and the Union agree that the following teachers:

Wendy Todesco
Alison Fagan

shall, provided they have not already been credited for this time, receive credit on the grid for their actual teaching time/ experience with respect to the social contract school years 93/ 94, 94/95 and 95/96.

It is agreed that recognition of this experience for pay purpose shall **be** retroactive to September 1, 2000.

Dated this 29 day of May 2001 at LM, Ont.

[Signature]
[Signature]
C. McPhee
Algoma District School Board

[Signature]
[Signature]
ETFO - Algoma
[Signature]

**LETTER OF UNDERSTANDING #7
BETWEEN
ALGOMA DISTRICT SCHOOL BOARD
AND
ETFO - ALGOMA DISTRICT**

RE: CABE TEACHERS SUPPLY EXPERIENCE

The following individuals, who were formerly employed by the Central **Algoma** Board of Education and who had occasional teaching experience as a certified teacher with an Ontario School Board which was not previously recognized for grid purposes by the Central **Algoma** Board or by the **Algoma** District School Board, shall receive, subject to verification of eligibility, recognition for such occasional teaching experience at a rate of 1/10 of a year's experience for each twenty days of proven experience.

J a n e Vienneau
Marla Adamson-Barber
Jayne Pateman
Kristine Oliverio
Beate Edward
Marty Stilin



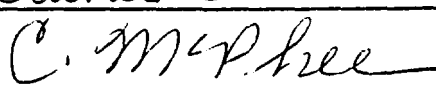
Bev Gadde
Liz de Groot
Susan Cousineau
John Goulay
Carla Speck
Jana Tetreault
Stephen Patterson

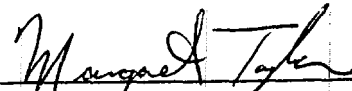
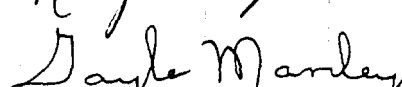
Individuals will have until February 1st, 2001 to produce documentation satisfactory to the Board.

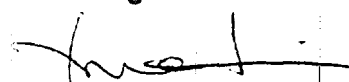
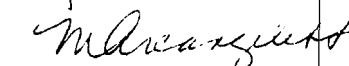
It is agreed that recognition of this experience for pay purpose shall be retroactive to September 1, 2000.

The applicability of this Letter of Understanding to the aforementioned individuals will be verified by the Parties prior to recognition of any occasional teaching experience.

Dated this 28 day of May 2001 at HM, Ont.




Algoma District School Board



ETFO - Algoma

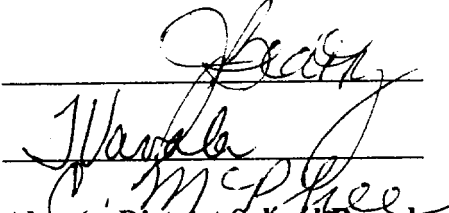
LETTER OF UNDERSTANDING #8
BETWEEN THE
ALGOMA DISTRICT SCHOOL BOARD
AND
E.T.F.O. - ALGOMA

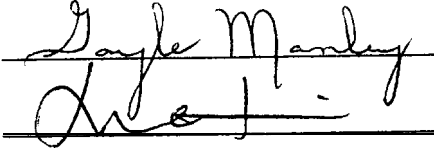
RE: TRANSFERS

The parties hereby agree that with respect to Article 20 - (Transfers) of the collective agreement for the period September 1, 2000 - August 31, 2002 the following shall be understood and agreed upon by the parties:

- 1) The recording of transfer requests will begin with those requests submitted for the 2001-2002 school year.
- 2) Refusal by a teacher creates a break in the counting of consecutive requests which will mean that the process begins again with the next request being counted as the first.

Dated this 29 y o f May of 2001


Wanda McPhee
Algoma District School Board


Gayle Manley
ETFO - Algoma

LETTER OF UNDERSTANDING
BETWEEN
THE **ALGOMA** DISTRICT SCHOOL BOARD
AND
ALGOMA DISTRICT **E.T.F.O.**

Re: Resignment on Commuted Value

The parties hereby agree as follows:

- 1) Only those Elementary Teachers whose eligibility for a Retirement Gratuity is grandfathered under Article 37: Retirement Gratuity of the collective agreement are eligible for consideration for Retirement Gratuity under the terms of this Letter of Understanding.
 - a) Such Elementary Teachers who resign from the teaching profession and who elect to immediately thereafter transfer the commuted value of their pension to another retirement savings plan in accordance with the provisions of the Teachers Pension Act will be deemed to have retired on pension for the purpose of qualifying for a Retirement Gratuity, provided however, that the date of resignation on transfer of commuted value is not earlier than the date upon which the individual would be sixteen (16) years away from his or her normal retirement date as defined in the Teachers' Pension Plan (Item 40 as attached), as the same may be amended from time to time. In order to receive an RG, the teacher must also meet all other retirement gratuity eligibility criteria in accordance with Article 37: Retirement Gratuity including any grandfathered predecessor Board criteria.
 - b) Such Elementary Teachers who elect a transfer of commuted value in the circumstances contemplated in item (a) must provide the Board with proof, satisfactory to the Board, that their resignation date is not earlier than the date upon which the individual would be more than sixteen (16) years away from his or her normal retirement date as defined in the Teachers' Pension Plan (Item 40 as attached), as the same may be amended from time to time and with proof, satisfactory to the Board, that they have applied and been approved for a commuted value transfer of funds.

For the Union

Margaret Taylor
Gayle Manley
John F.
McCreary

Date: May 12, 2001

For the Board

Blair
Harala
C. McPhee

Date: May 29/01

(3) A member who receives a refund under subsection (1), who elects to receive a deferred pension and who subsequently becomes re-employed in education must repay the refund together with interest thereon before the pension commences. (Filed with PCO 06/98. In force 1.6.95.)

(4) For payment purposes under subsection (3), pertaining to the portion of the refund related to service prior to January 1, 1992, payment must be made by a transfer from a registered retirement savings plan or from a registered pension plan. Where there are no funds available for transfer, the purchase may not be completed under subsection (3). (Filed with PCO 06/98. In force 1.6.95.)

(5) For payment purposes under subsection (3), pertaining to the portion of the refund related to service after December 31, 1991, the member shall contribute an amount specified in subsection (3). (Filed with PCO 06/98. In force 1.6.95.)

(6) If the amount transferred under subsection (4) is less than the amount required, the unpaid portion of the repayment shall be processed in accordance with subsection (7). (Filed with PCO 06/98. In force 1.6.95.)

(7) The member or survivor pension, as the case may be, shall be actuarially reduced to reflect the unpaid portion of the repayment not completed under subsection (3) with interest thereon to the commencement date of the pension. (Filed with PCO 06/98. In force 1.6.95.)

Transfer of deferred pension

37. (1) A member entitled to a deferred pension who ceases to be employed in education is entitled to a transfer of the commuted value of the deferred pension to another retirement savings arrangement in accordance with section 42 of the Pension Benefits Act and to a refund or transfer of excess contributions, calculated under section 36, subject to the limitations of the income Tax Act (Canada). (Filed with Pension Commission of Ontario 21.7.95. In force 1.6.95.)

(2) A member who is entitled to an immediate pension is not entitled to a refund or transfer under this section. (Filed with Pension Commission of Ontario 21.7.95. In force 1.6.95.)

Application for refund, etc.

38. (1) An application for a refund of contributions or a transfer of funds shall be in a form provided by the administrator.

Payment of refund

(2) A refund shall be paid in a lump sum.

PART V RETIREMENT PENSIONS

A. Entitlement to Pension

One pension only

39. (1) No member is entitled to more than one retirement pension under the pension plan in respect of the same period of credited service.

Idem

(2) A member receiving a disability pension under the pension plan is not eligible to receive a retirement pension.

Retirement

(3) No member under the age of seventy-one is entitled to begin to receive a retirement pension while the member is employed in education.

Normal retirement due

40. The normal retirement date of a member is the first day of the month following the date on which the member reaches sixty-five years of age.

Entitlement to pension (2 year rule)

41. (1) Subject to section 42, a member who has at least two years of qualifying service is entitled to receive a retirement pension for the member's lifetime calculated under subsection (3) and a payment calculated under subsection (4). (Filed with Pension Commission of Ontario 31.10.95. In force 1.9.95.)