



COLLECTIVE BARGAINING

Collective Agreement

ALGOMA DISTRICT SCHOOL BOARD

TEACHERS' LOCAL

TERM: September 1, 2002 to August 31, 2004

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OCT 27 2003

ETFO Collective Bargaining Department

11883(03)

COLLECTIVE AGREEMENT

BETWEEN

THE ALGOMA DISTRICT SCHOOL BOARD
HEREINAFTER CALLED "THE BOARD"

AND

THE ELEMENTARY TEACHERS' FEDERATION
HEREINAFTER CALLED "THE BARGAINING UNIT"

2002-2004

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ARTICLE	TITLE	Page
1	PURPOSE.....	3
2	MANAGEMENT RIGHTS.....	3
3	SCOPE AND RECOGNITION.....	3-4
4	QUALIFICATIONS.....	4
5	ACCESS TO INFORMATION.....	4
6	PROBATIONARY PERIOD.....	4
7	RESIGNATION FROM EMPLOYMENT.....	5
8	SENIORITY.....	5-7
9	METHOD OF PAYMENT.....	7-8
10	UNION DUES.....	8
11	EXPENSES.....	8
12	VERIFICATION OF QUALIFICATIONS.....	9-10
13	TEACHING EXPERIENCE.....	10-11
14	ALLOWANCES.....	11-12
15	SALARIES AND AREA ALLOWANCES.....	12-16
16	BENEFIT PLANS.....	16-21
17	STAFFING.....	21
18	WORKING CONDITIONS.....	21-22
19	SERVICE GRATUITY.....	23
20	VACANCIES.....	23-24
21	TRANSFERS.....	24-25
22	SURPLUS/STAFFING/RECALL.....	26-31
23	PART-TIME ASSIGNMENTS.....	31-32
24	EVALUATIONS.....	32
25	BEREAVEMENT LEAVE.....	32
26	COMPASSIONATE LEAVE.....	33
27	PERSONAL LEAVE TYPE 1.....	33-35
28	PERSONAL LEAVE TYPE 2.....	35-36
29	CONFIDENTIAL LEAVE.....	36
30	POST SECONDARY GRADUATION LEAVE.....	36
31	EDUCATION EXAM LEAVE.....	36
32	COURT ATTENDANCE/JURY DUTY.....	37
33	QUARANTINE.....	37
34	PATERNITY LEAVE.....	37
35	MEMBER ADMINISTRATION LEAVE.....	37
36	MEMBER-FUNDED LEAVE.....	38-39
37	FEDERATION LEAVES.....	40-44
38	PREGNANCY AND PARENTAL LEAVE.....	44-45
39	SICK LEAVE PLAN.....	45-46
40	RETIREMENT GRATUITY.....	47
41	LEAVES OF ABSENCE WITHOUT PAY.....	47-48
42	UNION REPRESENTATIVES.....	48
43	GRIEVANCE & ARBITRATION PROCEDURES.....	48-52
44	MEDICAL PROCEDURES.....	52
45	HEALTH SUPPORT.....	52
46	COPIES OF THE COLLECTIVE AGREEMENT.....	52
47	DEFINITIONS.....	53
48	STRIKE AND LOCKOUT.....	53
49	HARASSMENT.....	54
50	CRIMINAL BACKGROUND CHECKS.....	54
51	INCLEMENT WEATHER.....	54
52	DURATION.....	54
	APPENDIX A.....	56
	LETTERS OF UNDERSTANDING.....	57-62
	MEMORANDUM OF AGREEMENT.....	63

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 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 will not unreasonably deny a member's access to their personnel file.

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 31st.
- 7.2 A member shall notify the Board in writing by February 28th of the member's intent to resign or retire effective March 31st.
- 7.3 A member shall notify the Board no later than March 15th 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 which is not an occasional 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, Hornepayne, 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 3, 2003, members shall receive 3.84615% of the annual salary and will receive 3.84615% of the annual salary on every second Wednesday thereafter. (100% of salary to be paid to the member by August 31st of each school year.)

9.2 a) In the event of an overpayment of salary, the parties agree that the amount of overpayment will 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 will be paid to the member on the next regularly scheduled pay date.

9.3 a) The Board will 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 31st) 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 The Board will deduct for every pay period and for each member covered by this collective agreement, union dues, local levies and assessments. Dues and assessments deducted in accordance with this Article will 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, local levies, and assessments.

- a) The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues, local levies, and assessments deducted.
- b) The current address of ETFO is 480 University Avenue, Suite 1000, Toronto, Ontario, M5G 1V2.
- c) The Union will inform the Board of any change in address for ETFO.

10.2 The member, the Bargaining Unit, and ETFO as the case may be, will 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 will reimburse a member for approved expenses connected with an educational or teaching conference, convention, workshop or course or Board sponsored professional development activity attended by the member, at the request of the Board. It is expected that, where possible, members will carpool.

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. It is expected that, where possible, members will carpool.

ARTICLE 12 - VERIFICATION OF QUALIFICATIONS

- 12.1 The placement of members in their respective salary category will be determined in accordance with QECO Programme 3 or 4 effective September, 1998, unless superceded by legislative requirements.

Effective September 1, 2003, the Board will also recognize for category placement QECO Programme 5 and the placement of members in their respective salary category will be determined in accordance with QECO Programmes 3, 4, or 5.

- 12.2 The only statement acceptable for verification of category placement are:

- a) QECO Statements of Evaluation; or
- b) Student Evaluation Letters when accompanied by a valid Certificate of Qualification from the Ontario College of Teachers for teaching credentials earned in Ontario; or
- c) QECO Letters of Evaluation for Teachers on Interim Certificates of Qualification based on Teaching Credentials Earned Out of Province:

Teachers employed by the Board effective September 2001 or later, who have an interim Certificate of Qualification as provided by the Ontario College of Teachers for teaching credentials earned out of province, will be placed in the salary category for which they are eligible as determined by the Letter of Evaluation as provided by QECO.

Such salary placement based upon this documentation will be effective the first day of the month following Board receipt of the Letter of Evaluation and will be for a period not to exceed twelve (12) calendar months after the effective date of appointment. These twelve (12) months will be extended for an appropriate period for member(s) who are part time.

- 12.3 It is the member(s) responsibility to provide verification of category placement to the Board.
- 12.4 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 or Letter of Evaluation, but only in such cases where that basis is not clear to the Board.

- 12.5 The Board will recognize during any school year to January 31st, inclusive, or within five (5) months of the date of first appointment, should it be later than the beginning of the school year, the 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 the member has completed educational responsibilities and requirements for upgrading prior to September 30th.
- 12.6 If the verification of category placement documents for courses completed prior to September 30th, are provided after January 31st, any salary adjustment will be effective the month following verification.
- 12.7 A member once placed on the grid in the member's salary category will be paid at that category whether or not the member is teaching the subject(s) making the member eligible for that category.
- 12.8 A member who qualifies for a higher salary by completing educational requirements after September 30th of any school year, will be paid the higher salary in that category effective the following year upon verification of necessary documentation.
- 12.9 The category for those members employed by the Board on January 7, 1999 will 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 31st 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 1st, 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 prorated 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 will be paid an annual allowance of \$4,944.00* in addition to their grid salary.

* amount of allowance to be increased by the same percentage as is to be applied to the grid as per Article 15.1

b) Board Wide Consultant's Allowance

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

* amount of allowance to be increased by the same percentage as is to be applied to the grid as per Article 15.1

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 will 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 will 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.
- iv) In the event that a member fails to provide satisfactory proof by January 31st 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 will be effective the month following such verification.

ARTICLE 15 - SALARIES AND AREA ALLOWANCES

15.1 a) 2002/2003 School Year:

- i) Salary Grid to be effective September 1, 2002

A4 Max \$72,110.00 (3%)

- b) 2003/2004 School Year:
- i) Salary Grid to be effective September 1, 2003
- A4 Max \$73,480.00 (1.9%)
- ii) Salary Grid to be effective March 1, 2004
- A4 Max \$75,493.00 (2.74%)

Elementary Teacher Salary Grid – September 1, 2002 – 3%

Category Year	A	A1	A2	A3	A4
0	30,915	33,404	34,500	37,645	39,710
1	32,963	35,747	36,991	40,282	42,410
2	35,007	38,089	39,484	42,921	45,111
3	37,053	40,435	41,977	45,560	47,812
4	39,099	42,780	44,467	48,200	50,512
5	41,147	45,124	46,960	50,838	53,211
6	43,193	47,468	49,452	53,477	55,911
7	45,238	49,810	51,944	56,115	58,612
8	47,285	52,157	54,434	58,754	61,311
9	49,329	54,499	56,927	61,393	64,010
10	51,376	56,845	59,421	64,031	66,711
11	54,235	56,845	59,421	66,670	69,412
12	56,845	56,845	59,421	66,670	72,110

Co-ordinator Allowance: 5,092
 Consultant Allowance: 4,403

Elementary Teacher Salary Grid – September 1, 2003 – 1.90%

Category Year	A	A1	A2	A3	A4
0	31,502	34,039	35,156	38,360	40,464
1	33,589	36,426	37,694	41,047	43,216
2	35,672	38,813	40,234	43,736	45,968
3	37,757	41,203	42,775	46,426	48,720
4	39,842	43,593	45,312	49,116	51,472
5	41,929	45,981	47,852	51,804	54,222
6	44,014	48,370	50,392	54,493	56,973
7	46,098	50,756	52,931	57,181	59,726
8	48,183	53,148	55,468	59,870	62,476
9	50,266	55,534	58,009	62,559	65,226
10	52,352	57,925	60,550	65,248	67,979
11	55,265	57,925	60,550	67,937	70,731
12	57,925	57,925	60,550	67,937	73,480
Co-ordinator Allowance:			5,189		
Consultant Allowance:			4,487		

Elementary Teacher Salary Grid – March 1, 2004 – 2.74%

Category Year	A	A1	A2	A3	A4
0	32,365	34,972	36,119	39,411	41,573
1	34,509	37,424	38,727	42,172	44,400
2	36,649	39,876	41,336	44,934	47,228
3	38,792	42,332	43,947	47,698	50,055
4	40,934	44,787	46,554	50,462	52,882
5	43,078	47,241	49,163	53,223	55,708
6	45,220	49,695	51,773	55,986	58,534
7	47,361	52,147	54,381	58,748	61,362
8	49,503	54,604	56,988	61,510	64,188
9	51,643	57,056	59,598	64,273	67,013
10	53,786	59,512	62,209	67,036	69,842
11	56,779	59,512	62,209	69,798	72,669
12	59,512	59,512	62,209	69,798	75,493
Co-ordinator Allowance:			5,331		
Consultant Allowance:			4,610		

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 will prevail at all times.

16.2 Effective September 1, 2002, except as otherwise provided, 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 will 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 Plan (improvements to plan to be effective the first day of the month following ratification):

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
- recall frequency - 9 months adult/ 6 months child (underage)

b) Extended Health Care Plan (improvements to plan to be effective the first day of the month following ratification):

The Board will contribute 100% of the costs of the premium.

- 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 \$250.00 per 24 month period. Coverage is limited to either eyeglasses or laser eye surgery per 24 month period but not both.
- paramedical practitioners (chiropractor, physiotherapist, podiatrist, naturopath, speech therapist, masseur, psychologist) limited to \$40.00 per visit and \$500.00 per 12 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 - \$1,000.00 per 4 year benefit year
- 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
- Orthopaedic Shoes – maximum of \$250.00 towards the cost of one pair per year

All Extended Health Coverage assumes that the insurer will not pay for the cost of service(s) rendered unless they are performed after the provincial Medicare plan has paid its annual maximum benefit.

16.3 Long Term Disability (effective September 1, 2002)

The Long Term Disability Insurance Plan is owned by E.T.F.O. and the insurance carrier will be determined by E.T.F.O. The Board is not the policyholder of the Long Term Disability Insurance Plan nor will the Board be liable should a claim for long-term disability be denied.

The Board will assume the cost of administering a Long Term Disability Plan with 100% of the premiums to be paid by the teacher. The Board will administer the plan in the following manner as agreed to by E.T.F.O. and the Long Term Disability Insurance carrier O.T.I.P.:

- Deduct and remit premiums for all eligible teachers enrolled in the plan to the insurance carrier of the Long Term Disability Insurance Plan. Eligibility for enrolment in the plan is subject to the terms of the Long Term Disability Insurance Plan and the Board will not be held liable should a member of E.T.F.O. not be approved for enrolment in the plan.
- Advise the insurance carrier of any updates in salaries, additions of new members paying premiums, and deletions of members terminating from the plan.
- Forward to the insurance carrier a Notice of Prolonged Absence for any teacher absent 20 working days or more or any teacher who has notified the Board with medical documentation supporting a prolonged and continued absence from work due to illness or injury.

The plan includes the following:

Mandatory for all E.T.F.O. members with an option to terminate insurance coverage on the earlier of:

- a) The date the member is first entitled to at least a 66% unreduced service pension as verified through documentation supplied from the Ontario Teachers' Pension Plan Board, less the length of the elimination period, or
- b) The end of the month in which a member attains age 65, less the length of the elimination period.

- All requests for termination of insurance coverage must be made in writing to OTIP accompanied by OTTP proof of entitlement to a 66% unreduced service pension, and/or proof of birth, whichever is applicable.
- Availability of benefits subject to insurance carrier approval and not the responsibility of the Board.
 - Elimination period for LTD benefits of not more than 90 working days.
 - Once the plan is established, no changes that will increase the Board costs will be made during the term of the Collective Agreement 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 will 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, will 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, will 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.

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 forty-minute lunch break shall not be counted towards the 150 minutes.

The Board will endeavor to provide preparation time in thirty (30) minute blocks. In any case, preparation time will be scheduled in blocks of no less than twenty (20) minutes.

- 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 nineteen (**19**) consecutive days and to not more than forty (**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 for 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 Lunch Break

Each member is entitled to a lunch break of a minimum of forty (40) consecutive minutes, free from assigned duties. Alternate arrangements may be made with the mutual agreement of the Principal and the Union.

18.6 School Year

Subject to any change to the Education Act and Regulations which increases the minimum number of school days, the school year will not exceed one hundred and ninety four (**194**) school days of which four (**4**) will be designated as Professional Activity days.

18.7 Instructional Time

Each member with a full time assignment in elementary schools shall be assigned to provide instruction to pupils for a maximum of one thousand three hundred and fifty minutes (**1350**) per week.

18.8 Professional Activity Time

In addition to the preparation time provided in **18.1** above, effective September **■ 2003**, a full time member will be granted the afternoon half of the Fall Professional Activity Day for in-school time to be used for the purposes of lesson preparation, classroom planning, networking and/or student evaluation.

18.9 Occupational Health and Safety

The Board, the Union and its members will comply with the provisions of the Occupational Health and Safety Act and Regulations as it may be amended from time to time.

ARTICLE 19 – SERVICE GRATUITY

A member hired on contract on or after September 1, 1998, will be entitled to benefit from the following plan, subject to the terms described below:

- a) A member will upon successful completion of his/her probationary period, be enrolled in the Service Gratuity Plan.
- b) The Service Gratuity Plan will generate a one time service gratuity payment of \$5,500.00 which will be paid to the member in the first month of the member's eleventh (11th) continuous year of employment.
- c) In order to qualify for a service gratuity the member's last period of ten (10) years continuous employment must have commenced on or after September 1, 1998, and the member must remain in the employ of the Board, for an additional four months past the 10th anniversary of the date the teacher became a probationary member under this collective agreement.
- d) When a permanent contract is terminated, for any reason, and the member has less than ten (10) years continuous employment, the Board shall cancel the member's enrolment in the Service Gratuity Plan and the member shall have no entitlement under this plan.

ARTICLE 20 - VACANCIES

20.1 A vacancy in the bargaining unit is created when a bargaining unit member resigns, retires, transfers, is promoted out of the bargaining unit, or if a new permanent position is created, subject to Article 22 (Step 20).

- i) Only those vacancies described in 20.2(a) will be posted.

20.2 a) Vacancies occurring during the staffing process:

Vacancies occurring during the staffing process described in Article 22 will be posted during the staffing process. Subsequent rounds of posting will contain those positions which are open as a result of the movement of successful applicants from the first posting. A list of all the known vacancies will be posted in each elementary school of the Board and each work location for a period of five (5) school days.

- b) Vacancies occurring after Step 17 and effective before January 31st:

If a vacancy occurs after Step 17 of the staffing process and has an effective date before January 31st, it will be filled, subject to qualifications and seniority by:

- i) Members with community recall rights (until September 30th);
 - ii) Members on a Community Leave of Absence;
 - iii) Members on a Recall List;
 - iv) External hires, who will become regular members covered by this collective agreement.
- c) Vacancies which are effective on or after January 31st:

If a vacancy is a result of a resignation, retirement, promotion out of the bargaining unit or a new permanent position which is effective on or after January 31st, an occasional teacher from the occasional teachers' unit may be used to fill the position on a temporary basis. However, the position will be filled by the September of the next school year, through the regular staffing process as per Article 22.

- d) Vacancies which are the result of death:

If a vacancy is the result of death which occurs at any time during the school year, an occasional teacher from the occasional teachers' unit may be used to fill the position on a temporary basis for the remainder of that school year. However, the position will be filled by the September of the next school year, through the regular staffing process as per Article 22.

20.3 Any member of the Bargaining Unit has the right to apply for a posted vacancy for which the member is qualified. Applications for posted vacancies will be in writing on forms prescribed by the Board. Interviews will be held where warranted.

20.4 The assignment posted may not necessarily 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.

20.5 Members successful in job postings will be responsible for any cost of travel or relocation.

ARTICLE 21 - TRANSFERS

21.1 A member who wishes to be considered for a transfer for the next school year, will apply in writing to the appropriate superintendent by March 1st.

21.2 A member, whose transfer request has been granted for the next school year will be notified prior to Step 8 of the Staffing Process in Article 22.

21.3 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, will receive, one preparation day to facilitate the change in location.

21.4 A member cannot be transferred from one school to another school that is greater than 100 kilometers distance without the agreement of the member.

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

21.6 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.

21.7 Mutually acceptable exchanges may be arranged with the agreement of the members, principals and appropriate Superintendent, provided necessary qualifications are held.

21.8 Staff may be transferred at any time by mutual consent.

ARTICLE 22 - SURPLUS/STAFFING/RECALL

22.1 Step 1

Based on needs and projections as identified by the Board in the district wide organization, those members who may be excess to the system will be identified and removed from the list of members who are to be placed into positions during the staffing process. The identified member(s) will be the least senior members in the district. For clarity, these members may not post or transfer during the staffing process.

A list of the names of members who may be excess to the system will be posted by the Board in each school and work site where there are elementary teachers assigned.

22.2 Step2

The Principal of each school shall be responsible for staffing JK to Grade 8 based on the allocation given to the school and the final school organization. The Principal shall staff according to qualifications and seniority.

Members on a statutory Maternity/Parental Leave, sick leave, or LTD will be included in the staffing complement of the school to which they were previously assigned.

Each school **will** have a School Committee. The Committee will consist of the Principal and Vice Principal, the School steward and a maximum of two (2) other teachers elected from the teaching staff within the school.

After the Principal has developed a draft of staff assignments (JK to 8), the Principal will meet with the School Committee to review and discuss staff assignments. It is understood that the Education Act gives the Principal final authority for staffing the school.

Step two (2) of the staffing process will be completed no later than April 20th.

22.3 Step 3

- a) The Board shall post and fill in accordance with the provisions of Article 20, the following vacant special positions:

Primary Intervention
 SERT
 Itinerant Teacher of Deaf/Blind
 Congregated Class
 Special Assignment
 FSL
 NSL
 PAR (Co-Ordinators/Consultants)

The parties may mutually agree to designate other positions as special positions.

- b) When the Board allocates fewer PAR or Special Assignment position(s), there will be a competition among incumbents for remaining position(s). This competition will only occur when the allocation is reduced for multi-incumbent positions and no natural attrition has occurred. The position(s) for which the incumbents compete may not be the same as the original position(s). Applications will be in writing in a format prescribed by the Board. Interviews will be held among the applicant incumbents. Members successful in the competition will be responsible for any cost of travel or relocation. Any unsuccessful incumbent will be placed in a school in Step 4.

22.4 Step 4

The Board will staff leave returns to the district such as: member funded leaves, long term leaves without pay, or long term Federation leave.

22.5 Step 5

The Board will assign member(s) changing to or from part-time positions in accordance with Article 23.

22.6 Step 6

The Board will staff Board initiated transfers. The Board will staff member transfer requests, if positions are available, subject to seniority and qualifications.

22.7 Step 7

The District Review Committee will meet to review the results of Step (6) through (6).

District Review Committee:

The District Review Committee will be comprised of three representatives from the Board and three representatives of the local ETFO executive. The District Review Committee's mandate will be to review from time to time, the results of the Surplus/Staffing/Recall process.

22.8 Step 8

The Principal will identify the least senior member(s) subject to qualifications who are surplus to the school. Members declared surplus to the school will be notified of their surplus status in an interview with the Principal.

22.9 Step 9

The Board shall place members surplus to the school in vacant positions within the community on the basis of seniority and qualifications.

22.10 Step 10

In the event that no, or insufficient, vacant positions exist within the community the Board shall place members surplus 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 surplus to the school, subject to qualifications.

22.11 Step 11

In the event that there are member(s) surplus to the community the Board shall place these members in vacant positions within the geographic area on the basis of qualifications and seniority.

22.12 Step 12

The District Review Committee will meet to review the results of steps (8) through (11) and review the list of vacancies developed by the Board for the first general posting.

22.13 Step 13

First General Posting:

The Board will post and fill vacant positions in accordance with the provisions of Article 20.

22.14 Step 14

Second General Posting:

The Board will post and fill by May 15th vacant positions in accordance with the provisions of Article 20.

22.15 Step 15

- a) The District Review Committee will meet to review the results of Steps 13 and 14.

In addition, the District Review Committee will review both a list of remaining vacancies and a list of those surplus members who do not have a position (District Surplus List). This list will not include those members declared excess to the district at Step 1.

- b) Each member on the District Surplus List will receive a Restricted Vacancy Form. Within one school day, members must respond indicating their choices in order of priority.

The Board shall place members on the District Surplus List into vacant positions within the district on the basis of seniority and qualifications.

Any surplus member(s) who do not acquire a position at this Step, will have the option of taking a one year leave of absence with community recall rights or being laid off. Members laid off will be given notice of layoff no later than June 15th and be placed on the Recall List if the member elects Recall in accordance with Article 22.21.

- c) The District Review Committee will meet to review the results of (b).

22.16 Step 16

The Board shall place members excess to the system into vacant positions within the system on the basis of seniority and qualification so that the least senior member in the system is excess subject to qualifications.

The effective date of lay off is August 31st with notice given by June 15. Member(s) laid off will be placed on the Recall List if the member(s) elects Recall in accordance with Article 22.21.

22.17 Step 17

If any vacancies remain unfilled, the Board will staff from the Recall List. Staffing from the Recall List will be in order of highest seniority subject to qualifications in accordance with Article 22.21 to 22.26.

22.18 Step 18

Members who have been declared surplus 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 are additions to staffing complement and which become available prior to September 30th 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.

22.19 Step 19

Subsequent to commencement of school in September the Board will review district-wide organization and the number of staff allocated to schools and may reorganize schools and staff assignments based on changes in needs and/or enrollment.

22.20 Step 20

In the event that the Board finds itself in a situation where there are members to be laid off for December 31st, the Board will give notice of lay off no later than November 30th. Subject to qualifications, the member(s) laid off will be the least senior member(s). Member(s) laid off will be placed on the Recall List if the member elects Recall in accordance with Article 22.

Recall:

22.21 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 lay off, a member who has been laid off will have the option of electing to be placed on the Recall List or to elect severance allowance which shall be payable on the date of termination in accordance with the requirements of the Employment Standards Act.

22.22 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 twenty-four (24) months from the date of lay off 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.

22.23 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.

- 22.24 Members who are eligible for recall shall, be responsible for filing their most recent address and telephone number with the Board.
- 22.25 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 member(s) so notified must advise the Board of their intention to return to work within two (2) days of telephone contact or ten (10) calendar 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.
- 22.26 No new employee will be hired by the Board until all members on Recall have been given consideration for recall, based on qualifications and seniority.
- 22.27 a) A member who was full time prior to being laid off shall have the right to refuse recall to a part-time position without penalty.
- b) A member on the Recall List has the right to refuse recall to a position outside of their geographic area without penalty.

ARTICLE 23 - PART-TIME ASSIGNMENTS

- 23.1 The Board may appoint part-time members according to the needs of the system.
- 23.2 A member of ETFO on part-time assignment is a member employed on a regular basis for other than full-time duty.
- 23.3 A member with a part-time assignment may, prior to March 1st, 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.
- 23.4 A member with a full-time assignment may, prior to March 1st, 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.
- 23.5 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.

Notwithstanding the foregoing, members with an assignment of half time (.5) or greater will not have their area allowance prorated, except where the member has commenced work after the start of the school year.

- 23.6 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.
- 23.7 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.
- 23.8 A member on part-time assignment shall receive credit for teaching experience prorated based on the member's part-time assignment.
- 23.9 For the purposes of seniority, a member on part-time assignment shall be deemed to be on full-time assignment.
- 23.10 A member on part-time assignment shall be assigned preparation time on a prorated basis.

Prorated will mean the proportion of the year worked by the member in relation to a full time assignment.

ARTICLE 24 - EVALUATION

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

ARTICLE 25 - BEREAVEMENT LEAVE

- 25.1 Bereavement Leave shall be granted upon application to the Principal without loss of pay or sick leave credits.as follows:
- a) up to five (5) days for the funeral of a member's child, father, mother, brother, sister, spouse, common law or same sex partner, guardian, mother-in-law, father-in-law
 - b) up to three (3) days for the funeral of a member's fiance/fiancée, grandparent (of member or spouse), brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild

ARTICLE 26 - COMPASSIONATE LEAVE

26.1 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 or one in which immediate concern is expressed by a doctor for the life of the patient. The Board reserves the right to request the member to provide proof of the need for the leave.
- b) Compassionate leave for those situations under Type 1 will be provided to a maximum of five (5) school or working days per school year.
- c) Any request for leave beyond five (5) school or working days may be taken as a personal leave request and will be subject to Board approval as per Article 27 and/or Article 28.
- d) Member request for Compassionate Leave Type 1 will be made through the Principal or immediate supervisor 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.

26.2 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 members' immediate family (father, mother, child, spouse, common law or same sex partner).

ARTICLE 27 - PERSONAL LEAVE TYPE 1

Note: Language from 2000/2002 collective agreement to be in force for the school year 2002/2003.

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.

The following effective September 1, 2003:

27.1 The Board will grant, subject to the note below, upon application to the Manager of Human Resources, through the Principal/immediate supervisor, one **(1)** personal leave day per school year (prorated for part time members) for the reasons set out below:

- a) Death not covered by bereavement leave
- b) Wedding of immediate family member (brother, sister, child, parent)
- c) Wedding in which the teacher is a member of the wedding party or participating in the nuptials
- d) Surgery/hospitalization of family member not covered by Compassionate Leave Type 1 or Type 2
- e) Convocation of teacher's immediate family member (spouse, parent, child, brother, sister)
- f) Legal appointment requiring the attendance of the member
- g) Required court attendance for the member
- h) Court attendance with member of immediate family member (spouse, parent, child, brother, sister)
- i) Medical appointment with immediate family member (spouse, parent, child, brother, sister)

Note: Where more than one member of a worksite requests personal leave for the same day, the granting of personal leave will be subject to program needs and/or the availability of coverage.

- 27.2 A member may, for special circumstances not described above, apply for leave under this Article. Such leave may be granted at the sole discretion of the Board.
- 27.3 Where possible, applications for personal leave must be submitted on the appropriate leave form at least *two* weeks in advance of the requested date of leave.
- 27.4 Personal leave will not be granted to extend a statutory holiday or vacation period. The Superintendent of Education, may, in exceptional circumstances, waive this restriction.

ARTICLE 28 – PERSONAL LEAVE TYPE 2

The following effective September 1, 2003:

- 28.1 The Board may grant, subject to the note below, upon application to the Manager of Human Resources, through the Principal/immediate supervisor, one (1) personal leave day per school year (prorated for part time members) for the reasons set out below:
- a) Wedding of family member not covered by Type 1
 - b) Accompanying child for tournament, contests, competition and awards
 - c) Accompanying child for attendance at sports and speech awards

Type 2 Personal Leave reasons are listed below as they may be used to request Type 2 Personal Leave:

- i) Death not covered by bereavement leave
- ii) Wedding of immediate family member (brother, sister, child, parent)
- iii) Wedding in which the teacher is a member of the wedding party or participating in the nuptials
- iv) Surgery/hospitalization of family member not covered by Compassionate Leave Type 1 or Type 2
- v) Convocation of teacher's immediate family member (spouse, parent, child, brother, sister)
- vi) Legal appointment requiring the attendance of the member
- vii) Required court attendance for the member
- viii) Court attendance with member of immediate family member (spouse, parent, child, brother, sister)
- ix) Medical appointment with immediate family member (spouse, parent, child, brother, sister)

All Type 2 Personal Leave, if granted will be paid for by the member via payroll deduction at the cost of an occasional teacher whether one is used or not.

Note: Where more than one member at a worksite requests personal leave for the same day, the granting of personal leave will be subject to program needs and/or the availability of coverage.

- 28.2 A member may, for special circumstances note described above, apply for leave under this Article. Such leave may be granted at the sole discretion of the Board.
- 28.3 Where possible, application for personal leave must be submitted on the appropriate leave form at least two weeks in advance of the requested date of leave.
- 28.4 Personal leave will not be granted to extend a statutory holiday or vacation period. The Superintendent of Education, may, in exceptional circumstances, waive this restriction.

ARTICLE 29 - 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 30 - 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 31 - 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 32 - COURT ATTENDANCE/JURY DUTY

- 32.1 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.
- 32.2 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 33 – QUARANTINE

A member will be granted a leave of absence with pay and without **loss** of sick leave as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending his/her duties.

The onus will be on the member to provide appropriate documentation (Medical Officer of Health Certificate) to the Board as soon as practically possible.

ARTICLE 34 - 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 35 - 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 36 - MEMBER FUNDED LEAVE (DEFERRED SALARY PLAN)

- 36.1 Member funded leaves will be individually limited to one (1) leave every five (5) years.
- 36.2 The leaves shall not impede the efficient operation of the school system or the surplus procedures under the agreement.
- 36.3 The granting of leaves shall be governed by the following criteria:
- a) The member is on contract with the Board and is not a probationary teacher.
 - b) The member declares that, except for emergency circumstances, they intend to serve the Board to the end of the plan.
- 36.4 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.
- 36.5 The following provisions shall apply:
- a) A member shall make written application to the Board on or before March 1st 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 15th.
- 36.6 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.
- 36.7 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.

- 36.8 While a member is on funded leave, no additional sick leave time shall be granted or accumulated.
- 36.9 While a member is on funded leave, no additional teaching experience shall be granted or accumulated.
- 36.10 A member granted funded leave shall be eligible, upon return to duty, to a salary in accordance with the member's experience.
- 36.11 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.
- 36.12 A member granted funded leave shall continue to accrue seniority and retain full seniority rights for the duration of the leave.
- 36.13 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.
- 36.14 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.
- 36.15 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.
- 36.16 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.
- 36.17 Teachers' Pension Plan contributions shall be in accordance with Teachers' Pension Plan Board regulations.

ARTICLE 37 - FEDERATION LEAVES

Note: Language from 2000/2002 collective agreement to be in force for the school year 2002/2003.

37.1 Short Term Leaves

a) General

- i) Short term leaves for members under 37.1.b and 37.1.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.

37.2 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.

The following to be effective September 1, 2003:

37.1 Short Term Leaves

a) General

- i) A non-executive member with class, school or system responsibilities, accessing short term leave under 37.1.b and 37.1.c will be limited to a maximum of ten (10) days per school year, prorated for part-time teaching assignments. The combined total of all such leaves for all these members shall not exceed two hundred (200) days per school year. The Board reserves the right to limit the number of leaves at any one time or at any one individual school.
- ii) Short term leaves for executive members under 37.1.b, 37.1.c and 37.1.d with class, school or system responsibilities will be limited to a maximum of fifteen (15) days per school year, prorated for part-time teaching assignments. The combined total of all such leaves for executive members shall not exceed forty-five (45) days per school year. The Board reserves the right to limit the number of leaves at any one time or at any one individual school.
- iii) 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.

37.2 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 three (3) years and may be extended by mutual agreement.
 - i) The Local Bargaining Unit President may be granted a full time leave of absence.
 - ii) The Local Bargaining Unit Vice President may be granted a half time leave of absence and if granted such leave shall be in blocks of five consecutive months from September to January or from February to June or for half (.5) days for an entire school year.

- b) Requests for such leave shall be submitted in writing to the appropriate Superintendent through the Principal.
- c) The Local Bargaining Unit President and the Local Bargaining Unit Vice President shall be entitled to accumulate but not access sick leave for the duration of the leave. In the event of a leave which is less than full time, the allocation of sick leave will be prorated.
- 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)
 - i) The Board shall be reimbursed for the full cost (100%) of salary and employee benefits for any person granted leave to serve as an ETFO/OTF officer.
 - ii) In respect of leave(s) for the Local Bargaining Unit President and/or the Local Bargaining Unit Vice President, the Board shall be reimbursed, at the Category A3, step 5 rate plus the absent member(s) non statutory benefits cost.
 - iii) The Union shall be responsible for an WSIB costs related to injuries which occur during the period of a long term Union leave.

ARTICLE 38 - PREGNANCY AND PARENTAL LEAVE

- 38.1 This leave will correspond with the Employment Standards Act (ESA). Additional time for pregnancy and parental leave will be considered where such time is taken to correspond with the natural breaks of the school year.
- 38.2 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 and as follows:
- a) The Board shall provide for Teachers on maternity leave a supplementary employment insurance benefits plan provide for payment of 75% of normal weekly earnings (as of the start of the maternity leave) for the two week waiting period for E.I. benefits. No such supplementary payment shall be paid for any two-week mandatory waiting period which occurs outside of the Ministry approved school calendar for days of instruction.
 - 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.

- 38.3** Members going on a leave will receive the full amount of salary owing prior to commencement of the leave.
- 38.4** Benefit coverage and seniority will be continued as set out in the ESA.
- 38.5** 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 will be responsible for 100% of the benefit coverage.
- 38.6** 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 38.5, the member will be guaranteed return to a comparable position subject to staffing and surplus procedures.
- 38.7** The use of sick leave credits due to childbirth without a Doctor's certificate will be limited to six weeks from the date of delivery, subject to the amount of accumulated sick leave standing to the member's credit.

ARTICLE 39 - SICK LEAVE PLAN

The Board will establish a sick leave plan for absences related to member illness or dental condition as hereinafter provided and will 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 will be taken to the nearest higher half day.
- b) No sick leave days will be credited to a member on LTD, or on strike, lockout or withdrawal of services, or on leave of absence except as stated in Article 37.2(c).
- c) A member will neither be eligible to accumulate nor to make use of sick leave credit while on:
 - i) Recall
 - ii) approved LTD
 - iii) WSIB (in accordance with the statute)
 - iv) any extended leave of absence except where provided by statute
- d) Part-time members will be allowed to accumulate and will 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 will be prorated.
- f) If a member submits a resignation effective earlier than the last working day of any month of the working year, deduction will 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 will 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 will report each year, to each member, unused sick leave credit accumulation. Any employee will 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) During each year, a member of the Bargaining Unit other than those governed by Article 39(l) will be allowed two (2) days sick leave per month of service and for the purpose of the plan will 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.
- l) 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 40 - 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 41 - LEAVES OF ABSENCE WITHOUT PAY

- 41.1 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.
- 41.2 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.
- 41.3 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.
- 41.4 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.
- 41.5 Application for leaves of absence commencing September 1st 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 1st.
- 41.6 Changes in the terms of the leave must be applied for in writing.
- 41.7 Changes to the terms of the leave will be by mutual consent.
- 41.8 Notwithstanding 41.5, in special circumstances, the Board may grant requests for leave throughout the school year.
- 41.9 The application will state the purpose for which the leave is requested.
- 41.10 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.
- 41.11 At the conclusion of the leave, the member shall be returned to a comparable position in his/her community, as per Article 22 subject to seniority, qualifications and staffing/surplus procedures.

41.12 Notwithstanding Article 41.1, 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 42 - UNION REPRESENTATIVES

42.1 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).

42.2 The Board will provide the Union representative designated in Article 42.1 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 43 - GRIEVANCE AND ARBITRATION PROCEDURE

43.1 Grievance Procedure

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

43.2 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.

43.3 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 2

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.

43.4 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.

43.5 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 44 - MEDICAL PROCEDURES (Formerly Article 41)

The following to be effective until August 31,2003:

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 45 – HEALTH SUPPORT

The following to be effective September 1,2003:

A member will not be required to provide any medical/physical assistance to pupils except in the instance of medical emergencies. A member may provide such assistance as is necessary for the safety and well being of the pupil.

ARTICLE 46 - COPIES OF THE COLLECTIVE AGREEMENT

- 46.1 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.
- 46.2 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 47 - 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) "Excess to the System"
 A member who has been declared to be excess to the system is a teacher for whom no teaching position is available within the jurisdiction of the Algoma District School Board in accordance with Article 22.
- g) "Surplus"
 A member for whom no position exists within his/her school or worksite or within his/her community, or who is placed on the District Surplus List in accordance with Article 22.

ARTICLE 48 - STRIKE AND LOCKOUT

- 48.1 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 49 - HARASSMENT

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

ARTICLE 50 – CRIMINAL BACKGROUND CHECKS

- 50.1 The Board will ensure that all records and information (including offence declaration and CPIC record) obtained pursuant to Regulation 521/01 of the Education Act are stored in a secure location and in a completely confidential manner. Access to such records and information will be strictly limited to the members of Senior Administration, the Manager of Human Resources and/or designate and the member and/or designate or any other person required by law.

ARTICLE 51 – SEVERE INCLEMENT WEATHER

- 51.1 In the event of severe weather conditions which result in the cancellation of buses, members will be expected to make a reasonable effort to report to work. If a member in the affected areas of cancellation is unable to report to work because of weather conditions, the member will notify their immediate supervisor as soon as possible. It is expected that the member will continue to make reasonable efforts throughout the day to report to the work site or to a designated alternate work site. There will be no loss of pay or accumulated sick leave provided the member has complied with the requirements of the foregoing.

ARTICLE 52 - DURATION

- 52.1 This agreement shall be in effect from September 1, 2002 and shall continue in force up to and including August 31, 2004 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 July 11, 2003 at Sault Ste. Marie, Ontario.

Official Signatures:

ALGOMA DISTRICT SCHOOL BOARD:

ALGOMA DISTRICT ETFO:

R. DeRosier
 Chair of the Board
 Director

M. [Signature]
 Chief Negotiator

Margaret Taylor
 ETFO Chief Negotiator

Gayle Markey
 President, Algoma ETFO Local

Aislinn Bode

[Signature]
 Chief Negotiator, ETFO Local

Carole McPhee

[Signature]

Gary Hills
Harlene Mead

APPENDIX A:**The following to be effective until August 31, 2003**

With respect to Article 28 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 teach is a member of the wedding party
- surgery/hospitalization of family member not covered by Compassionate Leave Type 1 or 2
- e convocation of teacher's immediate family member (spouse, child, brother, sister, mother, father)
- e legal appointment requiring the attendance of the teacher
- e required court attendance for self
- e court attendance with member of immediately 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, CAFE, and North Shore will receive salary as follows:

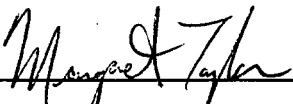
1) For the period September 1, 1998 to January 31, 1999 will receive salary based on the member's current salary rate on the predecessor Board grid; and

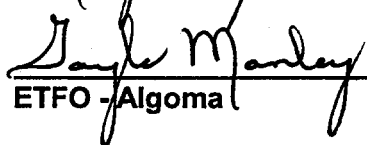
2) Effective February 1, 1999 will receive salary based on the member's qualifications and experience rate on the new grid plus applicable area allowances, inclusive of any adjustments for part year or supply teaching experience at the rate of 1/10 of a year's experience for each twenty days of proven 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 _____ day of _____ at _____

Algoma District School Board





ETFO - Algoma

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

RE: PAY EQUITY

It is agreed by the parties that the 2000-2002 and 2002-2004 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 _____ day of _____ at _____

Algoma District School Board

Margaret Taylor

Gayle Monday

ETFO, Algoma

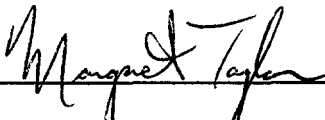
**LETTER OF UNDERSTANDING #3
BETWEEN
THE ALGOMA DISTRICT SCHOOL BOARD
AND
ETFO-ALGOMA**

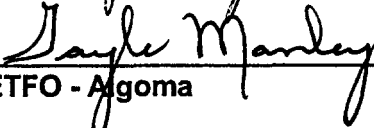
RE: EXTRA CURRICULAR ACTIVITIES

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 _____ day of _____ at _____

Algoma District School Board





ETFO - Algoma

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

RE: CHAPLEAU TEACHERS

The Board and the Union agree that the following teachers:

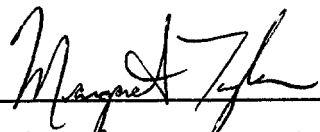
Wendy Todesco
Alison Fagan

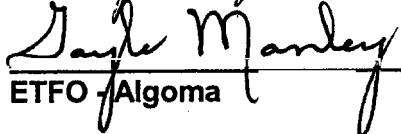
shall, provided they have not already been credited for this time, receive credit on the grid for their actual teaching time/ experience with respect to the social contract school years 93/ 94, 94/95 and 95/96.

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

Dated this _____ day of _____ at _____

Algoma District School Board





ETFO - Algoma

**LETTER OF UNDERSTANDING#5
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.

Jane 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

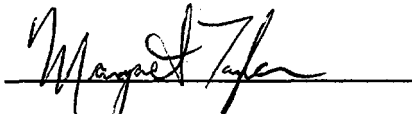
Individuals will have until February 1st, 2001 to produce documentation satisfactory to the Board.

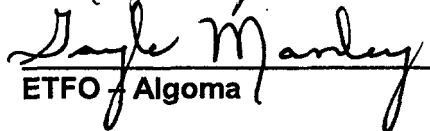
It is agreed that recognition of this experience for pay purpose shall be retroactive to September 1 2000.

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 _____ day of _____ at _____

Algoma District School Board





ETFO - Algoma

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

Re: Resignment on Commuted Value

The parties hereby agree as follows:

- D** Only those Elementary Teachers whose eligibility for a Retirement Gratuity is grandfathered under Article 40 – 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 40 – 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.

Dated this _____ day of _____ at _____

Margaret Taylor

Dayle Marley

Algoma District School Board

ETFO - Algoma

MEMORANDUM OF AGREEMENT

BETWEEN:

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

AND

ALGOMA DISTRICT SCHOOL BOARD

The parties agree that, in this Collective Agreement, "shall" **will** have the same meaning as "will".

Dated this _____ day of _____, 2003.

The Board

Margaret Taylor

ETFO
Dayle Manley

63