

2002– 2004

COLLECTIVE AGREEMENT

Between

THE KEEWATIN-PATRICIA DISTRICT  
SCHOOL BOARD

And

THE KEEWATIN-PATRICIA DISTRICT  
ELEMENTARY TEACHERS

**2002-04 ETFO  
Collective Agreement**

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**1:00 DEFINITIONS**

- a) The Keewatin-Patricia District Elementary Teachers shall mean the Elementary Teachers, registered by the Ontario College of Teachers, employed by the Keewatin-Patricia District School Board and its predecessor Boards, save and except Occasional Teachers.
- b) Board/Employer shall mean the Keewatin-Patricia District School Board 5A.
- c) Union shall mean the Elementary Teachers' Federation of Ontario.
- d) Day, unless otherwise indicated, shall mean a school or working day.
- e) Teacher shall mean Elementary Teachers, registered by the Ontario College of Teachers, employed by the Keewatin-Patricia District School Board 5A, save and except Occasional Teachers.
- f) Part-time Teacher shall mean a Teacher on part-time assignment employed on a regular basis for other than full-time duty.

**2:00 TERM**

This collective agreement is effective on **September 1, 2002**, and shall remain in effect until **August 31, 2004**, and from year-to-year thereafter unless notice is given by either party pursuant to the Labour Relations Act.

**3:00 AMENDMENTS**

Any amendment(s) to, addition(s) to, deletion(s) from, this agreement shall be made in writing, upon mutual consent of the Parties, and any such amendment(s), addition(s) or deletion(s), shall have effect from such date as shall be mutually agreed upon.

**4:00 SCOPE AND RECOGNITION**

4:01 The employer, being the Keewatin-Patricia District School Board 5A (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel, save and except occasional Teachers.

4:02 The Union shall inform the Board from time-to-time of who is authorized to act on behalf of the Union.

**5:00 PURPOSE**

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

**6:00 RIGHTS AND RESPONSIBILITIES**

**Management Rights**

6:01 The Teachers recognize that all rights heretofore exercised by the Board are reserved to and vested exclusively in the Board unless specifically limited by this agreement.

**Reasonable Exercise of Rights**

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6:02 The Board agrees that its rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory and consistent with this collective agreement and the prevailing statutes.

**No Penalty**

6:03 The Board agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union, including exercising any rights under this collective agreement and the prevailing statutes of Ontario.

**No Discrimination**

6:04 The Board and the Teachers agree that there shall be equal treatment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, marital status, family status, or handicap, or because of participation in the activities of, or membership in, the Union.

**Evaluations**

6:05 Only Supervisory Officers, elementary Principals and Vice-Principals approved by the Ontario College of Teachers will evaluate a Teacher's competence. The Board shall have a procedure for evaluations. Any such procedure shall be shared with the Union for its response prior to the implementation in the system.

**7:00 PERSONNEL FILES**

7:01 The Board agrees to abide by the provisions of the Freedom of Information and Protection of Privacy Act, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.

7:02 Personnel files regarding performance or contractual status issues will be maintained in a secure manner within Human Resources.

7:03 A Teacher shall be entitled, upon written request, to view their personnel file and to receive copies therein.

7:04 Teachers shall receive copies of any formal evaluations or letters of discipline placed in their personnel files within five (5) days of the material being filed.

7:05 The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

7:06 A Teacher has the right to challenge, in writing, the accuracy or completeness of information referred to in 7:04 and 7:05. The Teacher's written submission shall become part of the file.

**8:00 GRIEVANCE AND ARBITRATION PROCEDURE**

Definitions and general procedure:

- a) Grievance – a grievance shall be defined as any dispute arising from the interpretation, application, administration or alleged contravention of this agreement, including any questions as to whether the matter is arbitrable.
- b) Statement of Grievance – The Statement of Grievance must be in writing and contain the following:
  - i) A description of how the alleged dispute is in violation of the agreement including the identification by specific reference to all provisions of the

- agreement including the identification by specific reference to all provisions of the agreement alleged to be violated, if applicable, and
- ii) A statement of the fact to support such grievance, and
  - iii) The relief sought, and
  - iv) The signature of the duly authorized official of the party making the grievance.
- c) Parties – for the purposes of this procedure shall mean:
- i) The Keewatin-Patricia District School Board 5A, and
  - ii) The Union
- d) The Parties recognize that each party may elect to be represented by counsel or representatives of their respective organizations at any stage of the grievance and/or arbitration procedure.
- e) The time limits specified in the grievance procedure may be extended by mutual agreement, in writing, between the Parties following the initiation of the grievance. One or more steps in the grievance procedure may be omitted for a particular grievance with the written consent of the Parties.
- f) Receipt of notification shall be deemed to be the date of delivery of a registered letter, or the date of personal delivery, to the party concerned.
- g) If the grievor fails to adhere to the time limits, the grievance shall be deemed to have been abandoned. If both Parties to the grievance fail to adhere to the time limits, the grievance shall be deemed to have been abandoned. If the party against whom the grievance has been lodged fails to adhere to the time limits, the grievance shall advance to the next step of the procedure.
- h) A grievance may be lodged by the Board beginning at arbitration if the dispute is not resolved by informal discussion between the Parties.
- i) The grievance may be withdrawn at any time by the party submitting the grievance giving written notification to the other party.

**8:01 Step 1 – Informal Procedure**

If a Teacher claims to have a complaint, the Teacher and/or his/her representative shall discuss the complaint with the individual whose action gave rise to the complaint and the Director of Education, or designate, within fifteen (15) days of the facts giving rise to the occurrence. An attempt shall be made to resolve the complaint informally.

If the complaint is not resolved informally, the issue shall proceed to Step 2, unless withdrawn by the grievor.

**8:02 Step 2 – Director of Education**

The Union shall submit a Statement of Grievance to the Director of Education, or designate, within ten (10) days of the failure to resolve the issue informally.

The Director of Education, or designate shall forward his/her written decision to the grievor(s) within ten (10) days of receipt of the Statement of Grievance.

The Board may initiate a formal, written grievance with the President of the Union or designate, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The Union may initiate a formal, written grievance with the Director of Education, or designate who



shall answer the grievance in writing within ten (10) days after receipt of the grievance.

8:03 **Arbitration**

a) If a grievance is not resolved through the grievance procedure above, the party desiring arbitration shall notify the other party, in writing, within ten (10) days of the date of the Board's Step 2 response of its desire to submit the difference or allegation to arbitration. Every attempt shall be made within ten (10) days to obtain an arbitrator that is acceptable to both Parties to act as a single arbitrator. If, however, this cannot be done, then each party shall have ten (10) days to name its appointee to the Arbitration Board. Where two appointees are so selected, they shall within ten (10) days of their appointments, appoint a third person who shall be chair. If either party fails to appoint an arbitrator, or if the two appointees fail to agree upon a chair within ten(10) days, either party may request the appointment of an arbitrator by the Ministry of Labour. The single Arbitrator or the Arbitration Board, as the case may be, shall hear pertinent representation by the Parties and/or representatives and determine the difference or allegation and shall issue a decision and the decision shall be final and binding upon the Parties and upon any employee or employer affected by it. The decision of a majority is the decision of the Arbitration Board, as the case may be, shall not by his or its decision add to, delete from, modify or otherwise amend the provisions of the agreement.

b) Should the arbitrator of a grievance or the Board require that an involved Teacher and/or Union representative be released from regular duties, the Teacher who is required to be in attendance at the arbitration procedure shall be released without loss of salary, benefits, seniority or Federation release time, which would have been accrued by the member had such release time not been required.

c) **Powers of the Board of Arbitration**

An Arbitrator or an Arbitration Board, as the case may be, has the powers under the Labour Relations Act, and, in addition, has the power:

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

d) **Decision of a Board of Arbitration**

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

e) **Expenses of the Arbitrator of Board of Arbitration**

Both Parties agree to pay one half (½) of the fees and expenses of the single arbitrator, or the fees and expenses of the Parties' respective appointees and one half (½) of the fees and expenses of the Chair of the Arbitration Board.

8:04 **Discharge Grievance**

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

8:05 **Policy Grievance**

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

8:06 **Grievance Mediation**

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

8:07 **Attendance at Grievance Meetings**

The Grievor's attendance at a meeting at any stage of the grievance procedure shall be without loss of pay or any other entitlement. Representation at the meeting shall be limited to one Union representative from the geographic area where the meeting occurs and shall be without loss of pay or any other entitlement. Such representation may be mutually altered by the Parties under special circumstances.

This clause does not apply to the arbitration process.

9:00 **CATEGORY DEFINITIONS**

9:01 Category definitions will be as per Q.E.C.O. Programme 5.

9:02 **All Teachers hired prior to September 1<sup>st</sup> or Teachers who have completed courses prior to the start of the school year that qualify them for a level change shall be placed at the appropriate grid rank, effective September 1<sup>st</sup> of a school year if the appropriate Q.E.C.O. evaluation statement is received by the Director or designate at the earliest opportunity, but no later than May 31<sup>st</sup> of the same school year.**

9:03 **If the courses are completed after the start of the school year and documentation is received by the Director or designate at the earliest opportunity, but no later than May 31<sup>st</sup> of the same school year the appropriate grid rank will be effective the first day of the month of the completion of the appropriate course.**

9:04 All Teachers hired after August 31<sup>st</sup> seeking a level change must submit their Q.E.C.O. evaluation statement within 80 school days of the first day of employment to receive a salary adjustment retroactive to the first day of employment. If the evaluation statement resulting in a category change is presented after **May 31<sup>st</sup>** of the school year, any resulting salary; change will be effective from the beginning of the month following the month in which the Q.E.C.O. evaluation statement is received by the Board.

9:05 In any case, where a Teacher through no personal fault, cannot provide the Q.E.C.O. evaluation statement within the time frames outlined in 9:02 and 9:04 above, the retroactive adjustment shall be protected if the Teacher notifies the Director of Education, or designate, in writing of the Teacher's new qualifications and of the attempts to establish the new category before the time lines outlined in 9:02 and 9:04 above. Such salary adjustment shall be withheld until acceptable proof, in writing, subject to the conditions in 9:03 and 9:05 is furnished to the Director of Education or designate by the Teacher, and in no case shall this adjustment be protected beyond June 30<sup>th</sup>.

9:06 All new Teachers who do not have an appropriate Q.E.C.O. evaluation statement will be placed in Category A1 if they have a recognized university degree or Category A if they do not have such a degree, until such time as they submit their Q.E.C.O. evaluation statement.

9:07 There will be no advancement on the Salary Schedule without a Q.E.C.O. evaluation statement.

**10:00 ALLOWANCE FOR TEACHER EXPERIENCE**

Teachers employed by the Keewatin-Patricia District School Board on January 1, 1998, will be deemed to be placed appropriately on the salary grid.

**10:01 Calculation of Teaching Experience**

- a) i) Effective January 1, 1998, only teaching time as a regular day school, elementary or secondary, public, reserve, or separate school Teacher in Canada (excluding occasional, continuing education and instructional Teachers) will be recognized as qualified teaching experience for salary schedule purposes. The onus is on the Teacher to provide the Board with satisfactory documentation prior to being placed at the appropriate step on the grid.
- ii) In addition, credit for long term occasional and continuing education experience with the Keewatin-Patricia District School Board will be recognized as credited experience. Teachers requesting such experience credit are responsible for verifying such experience through Teachers' Pension Plan or pay statements. Teachers already placed on the grid as at September 1, 1998, will be deemed as appropriately placed.

Credit for Long Term Occasional and Continuing Education experience will be recognized for any predecessor Board where it is recognized previously.

- b) A complete school year of teaching full-time shall be considered 10 months of teaching experience. Part-time or part-year teaching time will be converted to the full-time equivalent number of months of experience rounded to the nearest full month.
- c) Placement on the Salary Schedule shall be determined using the following formula:

$$\frac{\text{Total recognized teaching experience in months}}{\text{qualified}} = \text{number of years of qualified}$$

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The number of years of qualified experience will be rounded to the nearest full year.

**10:02 Withholding of Experience Allowance**

The Board shall have the prerogative to withhold a salary increment for one (1) year from a Teacher whose work is proven to be inadequate by the Director of Education or designate under the following provisions:

- i) the Teacher so affected must be notified in writing no later than April 15<sup>th</sup>;
- ii) the Teacher must be instructed as to how to improve his/her teaching;
- iii) the Teacher must be reinstated, after satisfactory improvement has been demonstrated, on that point on the salary schedule where he/she would have been if an increment had not been withheld.

If satisfactory improvement is not demonstrated by the Teacher, the Teacher may be dismissed.

**11:00 SALARY SCHEDULE**

The following salary schedules will be in effect.

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Effective September 1, 2002

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	\$32,968	\$37,305	\$39,170	\$41,778	\$43,458
<b>1</b>	\$34,743	\$39,343	\$41,444	\$44,245	\$46,139
<b>2</b>	\$36,518	\$41,380	\$43,717	\$46,712	\$48,820
<b>3</b>	\$38,292	\$43,418	\$45,991	\$49,178	\$51,501
<b>4</b>	\$40,068	\$45,456	\$48,265	\$51,645	\$54,182
<b>5</b>	\$41,843	\$47,493	\$50,538	\$54,111	\$56,863
<b>6</b>	\$43,617	\$49,531	\$52,811	\$56,578	\$59,544
<b>7</b>	\$45,392	\$51,569	\$55,085	\$59,045	\$62,225
<b>8</b>	\$47,156	\$53,606	\$57,359	\$61,512	\$64,906
<b>9</b>	\$48,943	\$55,644	\$59,632	\$63,977	\$67,588
<b>10</b>	\$50,717	\$58,007	\$61,921	\$66,585	\$70,318
<b>11</b>	\$52,492	\$58,726	\$62,659	\$67,898	\$72,222
<b>11a</b>	\$58,007				
<b>12</b>	\$58,726				

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Effective September 1, 2003

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	\$33,792	\$38,238	\$40,149	\$42,822	\$44,544
<b>1</b>	\$35,612	\$40,327	\$42,480	\$45,351	\$47,292
<b>2</b>	\$37,431	\$42,415	\$44,810	\$47,880	\$50,041
<b>3</b>	\$39,249	\$44,503	\$47,141	\$50,407	\$52,789
<b>4</b>	\$41,070	\$46,592	\$49,472	\$52,936	\$55,537
<b>5</b>	\$42,889	\$48,680	\$51,801	\$55,464	\$58,285
<b>6</b>	\$44,707	\$50,769	\$54,131	\$57,992	\$61,033
<b>7</b>	\$46,527	\$52,858	\$56,462	\$60,521	\$63,781
<b>8</b>	\$48,335	\$54,946	\$58,793	\$63,050	\$66,529
<b>9</b>	\$50,167	\$57,035	\$61,123	\$65,576	\$69,278
<b>10</b>	\$51,985	\$59,457	\$63,469	\$68,250	\$72,076
<b>11</b>	\$53,804	\$60,616	\$64,676	\$70,083	\$74,546
<b>11a</b>	\$59,457				
<b>12</b>	\$60,616				

Effective the last pay in 2003/04 school year (1/12<sup>th</sup>)

	<b>A</b>	<b>A1</b>	<b>A2</b>	<b>A3</b>	<b>A4</b>
<b>0</b>	\$33,961	\$38,429	\$40,350	\$43,036	\$44,767
<b>1</b>	\$35,790	\$40,529	\$42,692	\$45,578	\$47,528
<b>2</b>	\$37,618	\$42,627	\$45,034	\$48,119	\$50,291
<b>3</b>	\$39,445	\$44,726	\$47,377	\$50,659	\$53,053
<b>4</b>	\$41,275	\$46,825	\$49,719	\$53,201	\$55,815
<b>5</b>	\$43,103	\$48,923	\$52,060	\$55,741	\$58,576
<b>6</b>	\$44,931	\$51,023	\$54,402	\$58,282	\$61,338
<b>7</b>	\$46,760	\$53,122	\$56,744	\$60,824	\$64,100
<b>8</b>	\$48,577	\$55,221	\$59,087	\$63,365	\$66,862
<b>9</b>	\$50,418	\$57,320	\$61,429	\$65,904	\$69,624
<b>10</b>	\$52,245	\$59,754	\$63,786	\$68,591	\$72,436
<b>11</b>	\$54,073	\$61,335	\$65,444	\$70,914	\$75,431
<b>11a</b>	\$59,754				
<b>12</b>	\$61,335				

**12:00 SPECIAL ALLOWANCES**

12:01 Teachers who hold a post-graduate degree that is not used for category placement shall receive an allowance of \$900.00.

12:02 Special Assignment Teachers who are in receipt of an allowance under a predecessor agreement shall continue to receive the allowance for the term of this agreement.

**13:00 PAYROLL PROCEDURES**

13:01 Teachers earn salary at the rate of 10% of annual salary per month worked or 1/194 of annual salary per day worked if time worked includes a part month.

The annual salary rate of a half-time Teacher shall be one-half of the annual salary rate of a full-time Teacher having the same qualifications and experience.

Payment of salary will be made in twelve (12) equal installments as follows:

	(first working day)	1 installment
September	(third last working day)	1 installment

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October	(“	)	1 installment
November	(“	)	1 installment
December	(“	)	1 installment
January	(“	)	1 installment
February	(“	)	1 installment
March	(“	)	1 installment
April	(“	)	1 installment
May	(“	)	1 installment
June	(“	)	2 installments 12 installments

Each installment will represent 1/12<sup>th</sup> of the annual salary correct to two (2) decimal places.

Any deduction from regular pay will be calculated at a daily rate of 1/194<sup>th</sup> of annual salary.

Where a Teacher is employed for less than a school year, any adjustment required in converting salary entitlement to the payment schedule will be made on the first or final payment as appropriate.

- 13:02 Payments will be deposited directly to the individual Teacher's account.
- 13:03 On the dates stipulated above, the Board shall issue to each Teacher a statement indicating the Teacher's salary and allowances, if any, and the deductions made therefrom.
- 13:04 On or before October 1<sup>st</sup>, and within one month of any negotiated change in salary or change in qualification, the Board shall provide to each Teacher a notice setting forth the following:
- Credit for teaching experience
  - Category classification
  - Salary and allowances
  - Benefit plan contributions
  - Accumulated sick leave credits
  - Deductions
- 14:00 BENEFIT PLANS**
- 14:01 **For the 2002-2003 school year the Board shall allocate \$2,200 per full-time equivalent Teacher for non-statutory benefits (dental plan, extended health care plan and life insurance).**
- For the 2003-2004 school year the Board shall allocate \$2,266 per full-time equivalent teacher for non-statutory benefits (dental plan, extended health care plan and life insurance).**
- 14:02 **The Union shall use the benefit plan surplus to cover the costs of benefits for Teachers teaching 0.5 FTE over the number of part-time secondary Teachers whose benefits are being paid by the Board. The cost will be the lesser of \$25,000 or \$1,100 per 0.5 FTE for 2002-03 and \$1,133 per 0.5 FTE Teacher for 2003-04.**
- 14:03 **The parties agree that the non-statutory benefit plan will not cost the Board more than a maximum of \$2,200 per Teacher for 2002-2003 and \$2,266 for 2003-2004. Any savings achieved below this maximum will be placed in a rate stabilization fund to be used to offset any future increases in the cost of benefits and to pay for the cost of benefits referred to in 14:02.**
- 14:04 In the event that the Province allocates more money for the purpose of non-statutory Teacher benefits, then the Board and the Union shall re-negotiate the dollar allocation for benefits covered in Article 14:00.

- 14:05 **LTD insurance will be self-paid for all Teachers. The Board agrees to administer the plan on behalf off the Teachers.**
- 14:06 Teachers on leaves of absence who continue to pay their own benefits shall pay at a rate to be determined jointly by the Board and the Union.

**15:00 SICK LEAVE**

- a) A sick leave credit system is hereby established for every Teacher employed by the Board subject to the final authority of the Board. The administration of the system shall be vested in the Director of Education or designate.
- b) The Director of Education or designate shall keep a register in which shall be entered the credits, the accumulated credits and the deductions therefrom.
- c) Transfer for accumulative sick leave credits from the immediate prior employing Board will be accepted to a maximum of 220 days, provided that the prior employing Board has established a sick leave credit plan.
- d) Each eligible Teacher shall be entitled to have 100% of the unused portion of his/her annual sick leave transferred annually to their accumulated sick leave credit, to a maximum of 220 days.
- e)
  1. After five (5) days continuous absences caused by sickness, the Director of Education or designate may request a certificate of a qualified medical or dental practitioner certifying to the inability of the employee to attend to his or her duties.
  2. Notwithstanding subsection e) 1., the Director of Education, or designate may request an employee to submit the certificate required thereunder for a period of absence of less than five (5) days. Notification of this request shall be made to the Teacher in advance of the absence.
  3. The cost of obtaining the certificates described in e) 1., shall be the responsibility of the Board. The cost of obtaining certificates described in e) 2., above shall be the responsibility of the Teacher.
- f) In cases where the absence is due to an accident compensable under the *Workplace Safety and Insurance Act* or covered under any other type of accident insurance, the premiums of which are paid by the Board, the period of absence to be charged against the credit shall be reduced to give effect only to the net salary paid by the Board.
- g) Sick leave credit of twenty (20) days annually will be credited to each full-time Teacher at the beginning of each school year and proportionate credit will apply to:
  1. Part-time Teachers under contract with the Board, and
  2. Teachers commencing employment after September 1<sup>st</sup>, and
  3. Teachers terminating employment prior to June 30<sup>th</sup>
- h) Those Teachers hired after September 1, 1998, shall have a maximum accumulation of 220 days or more.
- i) Those Teachers who have already accumulated 220 or more sick leave days as at September 1, 1998, shall be entitled to retain such accumulation.

**16:00 RETIREMENT BENEFIT**

**Letter of Agreement (see attached)**

1. Eligibility – To be eligible to receive a retirement benefit, a Teacher must meet all the following conditions:
  - a) be retiring on a regular or disability pension from the Ontario Teachers' Pension



- Plan
- b) have a minimum of ten years of service with the Keewatin-Patricia District School Board including predecessor Boards now amalgamated into the Keewatin-Patricia District School Board. The last five years of service with the Board prior to August 31<sup>st</sup> of the retirement year must be continuous.

2. Amount of Benefit

The amount of benefit will be calculated using the following formula:

$$\frac{\text{Years of service with the Board}}{\text{(From 10 to 25 years)}} \times \frac{\text{Unused sick leave credit}}{\text{(Maximum of 150 days)}} \times \frac{\text{final annual salary}}{2}$$

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3. Effective Date

The retirement benefit shall become payable on one of the following dates except as noted in the subsection 5 below:

- a) if a Teacher is retiring as of August 31<sup>st</sup>, the benefit is payable as of September 1<sup>st</sup> of the same calendar year
- b) if a Teacher is retiring as of December 31<sup>st</sup>, the benefit is payable as of January 1<sup>st</sup> of the same school year

4. Method of Payment

- a) The retirement benefit is to be paid in full within one year after the effective date, or as may be mutually agreed by the retiring Teacher and the Board.
- b) In the event of the death of an eligible retiring Teacher after the effective date but before receiving the retirement benefit, the benefit shall be paid to the retiring Teacher's estate.

5. Notice of Intent

Any Teacher qualifying for a retirement benefit who intends to retire at the end of the current school year must signify his/her intention to retire to the Director of Education, or designate, in writing, on or before November 30<sup>th</sup> of the current school year. If a Teacher files notification of intent to retire after November 30<sup>th</sup>, the Board reserves the right to delay payment of the retirement benefit until January of the following school year.

6. Years of Service

For the purposes of retirement benefit calculations, years of service shall only include time under contract with the Keewatin-Patricia District School Board, or its predecessor Boards, subject to exclusions contained elsewhere in this agreement. Partial years of service shall be converted to the full-time equivalent number of years based on ten (10) months being equal to one (1) year. Part-time teaching service will be converted to full-time equivalent teaching service on a prorata basis.

**17:00 LEAVES OF ABSENCE**

17:01 i) **Compassionate Leave**

The Director of Education, or designate may grant up to three consecutive working days with pay for compassionate reasons. This may be extended at the discretion of the Director of Education, or designate, in the event that circumstances warrant it.

ii) **Bereavement Leave**

The Director of Education, or designate shall grant up to five consecutive working days with pay for bereavement in the event of the death of a partner of a person with whom the

Teacher resides, a child, a parent/guardian, a sibling, a partner of a sibling, a grandchild, a grandparent, or a parent of a partner.

Spouse is defined to include same sex partner and common law relationships.

Bereavement leave is for the sole purpose of grieving the loss of a loved one and/or handling the affairs of the deceased individual.

iii) **Short Term**

If in the opinion of the Director of Education, or designate, an unusual circumstance exists, the Director or designate may grant a short term leave of absence.

Short term leave of absence is defined as a leave of absence of five working days or less.

**The merits of each request shall be determined on an individual basis.**

The Director may, at his/her discretion grant short term leave with pay or at occasional Teacher replacement costs.

iv) **Extended**

The granting of extended leaves of absence, without pay, is at the discretion of the Director of Education, or designate.

An extended leave of absence is defined as being more than five consecutive working days and less than one school year.

Extended leave shall be without pay. Salary deduction for approved leaves without pay will be at 1/194<sup>th</sup> of the Teacher's salary. If the extended leave of absence is for a period of more than twenty (20) consecutive working days, benefits may be extended provided that the Teacher pre-pays 100% of the applicable premiums, provided that the benefit plan(s) allow continued participation under these circumstances.

An employee returning from an extended leave will be assigned to the same or equivalent position to that which was held prior to the leave.

v) **Long Term**

The granting of long term leaves of absence, without pay, is at the discretion of the Board.

A long term leave is defined as a leave of one school year or greater.

Long term leave shall be without pay. Benefits may be extended provided that the Teacher pre-pays 100% of the applicable premiums, provided that the benefit plan(s) allow continued participation under these circumstances.

An employee returning from an extended leave will be assigned to an equivalent position to that which was held prior to the leave, subject to the section on Release of Surplus Staff.

To be eligible for consideration, the Teacher must have at least **one year** of full-time or part-time teaching experience with the Board.

If the Teacher does not plan to return to the employ of the Board, the Teacher shall provide notice to the employer by February 1<sup>st</sup> of the year of the leave.

Except for seniority, the term of the long term leave of absence shall not count for any benefit which may be service based.

Applications for long term leaves must be submitted on or before January 15<sup>th</sup> of the current school year.

vi) **Jury Duty**

When a Teacher is required to be absent because of jury duty, or as a witness in any court to which the Teacher has been summoned in any proceedings to which the Teacher is not a party or one of the persons charged, the Teacher shall not lose regular pay because of necessary absence from work due to such attendance, provided that the Teacher:

- a) informs the Board as soon as possible upon being notified that the Teacher will be required to attend court
- b) presents proof of service requiring the Teacher's attendance
- c) pays to the Board any fees, exclusive of traveling allowances and living expenses, that the Teacher receives as a juror or witness

viii) **Quarantine**

A Teacher shall be granted a leave of absence with pay as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon his/her duties.

ix) **Graduation Leave**

A Teacher may use up to two (2) days per year for the purpose of the graduation of the Teacher, the Teacher's spouse, or a dependant at the occasional teacher rate.

**17:02 Personal Leave**

- a) A Teacher shall be entitled to one (1) personal leave day per year.
- b) Teachers who teach less than a full assignment shall have their entitlement prorated.
- c) The day will be scheduled at a time that will be mutually agreed upon between the Teacher and the Principal, subject to the availability of the an occasional Teacher.
- d) The Teacher shall reimburse the Board for such a day at occasional Teacher rates.

**18:00 UNION LEAVES**

i) **Union Release**

The Board shall grant a leave of absence to a Teacher who holds an office either requiring full-time duty, or not, at the provincial or local level, provided that the Union reimburses the Board for the cost of the Teacher's total salary and other benefits. The Teacher shall continue to accumulate seniority and teaching experience during the period of leave.

An employee returning from a Union leave shall be assigned to an equivalent position, within their attendance area, to that which was held prior to the leave, subject to the section on Release of Surplus Staff.

ii) **Union Leave**

At the request of the Union, the Board shall release Union members with full pay and benefits from their teaching duties up to a total of 45 days per school year, providing replacement is available. The Union shall reimburse the Board at the occasional Teacher rate for the member's release.

The Parties, by mutual agreement, may exclude one or more days of scheduled negotiations dates from the aforementioned 45 day maximum.

The Parties, by mutual agreement, may exceed the 45 day maximum where special circumstances exist. Such exceptions will be 1/194<sup>th</sup> of salary of the Teacher on leave.

Benefits shall continue during the period of leave granted under the terms of this article.

iii) **Professional Development – Union Sponsored**

The Director of Education, or designate, may grant professional development leave if, in their opinion, the professional development offered is of benefit to both the Teacher and the Board. The Union shall reimburse the Board at replacement cost for the absence.

**19:00 PREGNANCY/PARENTAL LEAVES**

**19:01 Pregnancy Leave**

The Board shall grant to a Teacher a **pregnancy** leave in accordance with Provincial regulations.

- a) **Pregnancy** leave means unpaid leave taken for the purpose related to giving birth.
- b) A Teacher must give the Board written notice at least two (2) weeks prior to the start of the **pregnancy** leave and provide a medical certificate indicating the expected date of birth.
- c) For the period of the statutory **pregnancy** leave, payments made according to the Supplementary Unemployment Benefit Plan will consist of the following:
  - i) The Board shall provide for Teachers on **pregnancy** leave, a supplementary employment insurance benefits plan providing for payment of 75% of normal weekly earnings for the two week waiting period for E.I. benefits. No such supplementary payment shall be paid for any period during which no regular duties would have been performed. This plan shall be approved by the Canadian Employment and Immigration Commission.

Teacher's weekly earnings are 5/194<sup>th</sup> of the Teacher's annual salary.

ii) **Post Delivery (Pregnancy Leave)**

**Employees are also eligible to top-up their EI benefits, up to a maximum of six (6) weeks, (from their sick leave earnings bank\*). To receive this supplement, an employee must supply Payroll with adequate information from HRDC reflecting their weekly wage rate. The top-up pay will be the difference between what the employee receives from Employment Insurance and their normal pay (5/194). Pay will not exceed 100% of the employee's normal weekly earnings.**

**\* Until HRDC Regulation 38 is changed, top-up pay will not be deducted from the employee's accrued sick leave credits.**

- d) A Teacher on **pregnancy** leave shall continue to be entitled to all rights, benefits and privileges which the employee would normally be entitled to under provisions governing

**pregnancy** leave, including:

- i) accumulation of credit for sick leave, and teaching experience;
  - ii) participation in each type of benefit plan that is related to the Teacher's employment unless the Teacher elects in writing not to do so;
  - iii) The Board shall continue to make Board's contribution to benefit plans such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions, if any.
- e) The timing and length of the leave (to a maximum of seventeen (17) weeks) shall be at the discretion of the Teacher and may begin no earlier than seventeen (17) weeks before the expected birth date referred to in section b).
  - f) Except by mutual agreement of the Parties concerned, the provisions governing **pregnancy** leave supplementary employment insurance benefit shall not apply to a Teacher unless the Teacher has worked continuously for the Board for at least thirteen (13) weeks before the expected birth date referred to in section b).
  - g) A Teacher granted an unpaid leave of absence for **pregnancy** shall not be entitled to sick leave benefits for the duration of the **pregnancy** leave.
  - h) A Teacher returning from **pregnancy** leave will be assigned to an equivalent teaching position in the attendance area subject to the section on Staffing.

#### 19:02 **Parental Leave**

The Board shall grant to a Teacher a parental leave in accordance with Provincial requirements.

- a) Parental leave means unpaid leave taken following the birth of the child or the coming of the child into the custody, care and control of a parent for the first time.
- b) A Teacher who has been employed by the Board for at least thirteen (13) weeks and who is the parent of a child is entitled to a leave of absence without pay.
- c) Parental leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- d) The parental leave of an employee who takes **pregnancy** leave must begin when the **pregnancy** leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- e) The Teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin, unless the Teacher who is the parent of a child stops working because the child comes into the custody, care and control of a parent for the first time sooner than expected, in which case the parental leave begins on the date the teacher stops working.  
  
In such cases, the Teacher must give the Board written notice that the Teacher wishes to take leave within two (2) weeks after the Teacher stops working.
- f) Parental leave ends thirty-five (35) weeks after it began or on an earlier day if the Teacher gives the Board at least four (4) weeks written notice of that day.

- g) During parental leave, a Teacher continues to participate in each type of benefit plan that is related to the Teacher's employment unless the Teacher elects in writing not to do so.
- h) The Board shall continue to make Board's contribution to benefit plans such as pension plans, life insurance plans, accidental death plans, extended health plans, dental plans, and disability plans unless the Teacher gives the Board written notice that the Teacher does not intend to pay the employee's contributions, if any.
- l) Teaching experience, and sick leave credits will continue to accrue during parent leave.
- j) A Teacher returning from parental leave will be assigned to a teaching position and equivalent position of responsibility in the attendance area subject to the section on Staffing.
- k) One (1) day of paid parental leave shall be granted to a Teacher adopting a child. This leave will be taken at the time of placement of the child or court finalization of the adoption.

**19:03 Extended Parenting Leave**

- a) Extended parenting leave means unpaid leave taken following the expiration of **pregnancy** leave and/or parental leave.
- b) The leave may extend up to two (2) years by mutual consent between the Teacher and the Board.  
  
Requests for Extended Parenting Leave shall be submitted, in writing, by the Teacher to the Board. The statement must include the length of the leave requested and the intended start date.
- c) During the leave the Teacher may continue to participate in the Board's Group Insurance Plans at 100% of the Teacher's own expense provided the group insurance plans allow such continuation of benefits.
- d) A Teacher returning from extended parenting leave will be assigned to an equivalent teaching position in the attendance area subject to the section on Staffing.

Teaching time while on Extended Parental Leave shall count as teaching time for seniority purposes.

**19:04 Paternity Leave**

One (1) day of paid paternity leave shall be granted to a Teacher on the day of, or within seven (7) days of the birth of his child.

Paternity leave shall be granted by the principal or by the Director of Education or designate.

**20:00 DEFERRED SALARY LEAVE**

- a) Under this plan, a participating Teacher agrees to collect for a period of X years a pre-determined percentage of the salary that the Teacher would have received based upon category placement, years of experience and any applicable allowances.

In return, the Board agrees to grant the participating Teacher a leave with pay.

The Plan is self-financing between the Board and the Teacher since the teacher takes the leave in the last year only of the plan. The plan is to run over X + 1 years. The leave of

absence must commence no later than six (6) years after the date on which the deferral begins. The Teacher is expected to return to regular employment with the Board for a period at least as long as the leave.

b) **Eligibility**

1. Any contract Teacher with the Board is eligible to participate in this Plan.
2. Both parties will ensure that programs will not be unduly affected by the Teacher's participation in this Plan.

c) **Applications**

1. A Teacher wishing to participate in this Plan must submit a written application to the Director of Education or designate, not later than January 15<sup>th</sup> preceding the school year in which the Teacher wishes to enter the Plan. The application is to be dated.
2. Where the Collective Agreement with the Board has not been settled by that date, the application date is made retroactive to September 1<sup>st</sup> of the preceding year, and the Teacher has the option of making back-payments into the Plan, if necessary, in order to count as the first year of the Plan.
3. The application must describe the individual scheme as to the number of years of participation (X + 1 years), and the amount by which the regular pay will be reduced for each non-leave year of the plan using the formula:

$$\frac{1}{X + 1} \times 100\%$$

4. Each Teacher submitting an application to participate in this Plan shall be sent by March 1<sup>st</sup>, written confirmation of acceptance of his/her individual scheme or written explanation of the reasons for the rejection of his/her individual scheme.
5. No sick leave benefits will be paid during the year of absence nor will the twenty (20) sick days be accumulated during this year, but when the Teacher returns to the Board from the leave, he/she shall be credited with the same number of accumulated sick leave credits he/she had before going on leave.
6. The Teacher will not be covered by the Workplace Safety and Insurance Board during the year of absence.

d) **Return from Leave**

1. On return from leave, the Teacher will be assigned to his/her same or similar position.
2. Upon return from leave under this Plan a participating Teacher shall be eligible for any increase in salary other than increments and benefits that would have been received had the leave not been taken.

e) **Payment Formula**

1. During the non-leave portions of the individual scheme (the X years) the participating Teacher shall be paid his/her normal grid salary and allowance less the amount set out in the individual scheme by which the participating



Teacher's normal grid salary and allowances are to be reduced.

2. During the non-leave portions of the individual scheme which precede the leave, this amount shall be deducted from each monthly payment of salary according to the salary payment schedule in the Collective Agreement, and shall be invested in an individual trust account established by the Board for the Teacher in the Board's financial institution at the negotiated bank rate for credit interest paid. The investment will be left to accumulate for the Teacher's use during the leave portion of the scheme. These funds shall not be withdrawn until commencement of leave year or withdrawal from the Plan. Any interest earned by the Deferred Salary Leave Plan trust account during each calendar year will be paid to the Teacher and included on a T4 or T4A for the taxation year that it is earned.
3. During the leave portion of the individual scheme, the balance of the account, including interest earned, will be paid to the Teacher in a manner mutually agreed upon by the Board and the Teacher.

f) **Conditions for Acceptance**

1. The Teacher must sign a contract with the Board wherein are set out the terms and conditions of participation in the Plan.
2. In the event that a qualified replacement cannot be hired for a Teacher granted a leave, the Board may defer the leave of absence for one (1) year. The Board, however, must make all reasonable attempts to find a qualified replacement, failing which, must so notify the Teacher by May 15<sup>th</sup> of the year in which the Teacher is to take the leave, unless a later date is mutually agreed upon.

g) **Leave**

1. Leave granted under this Plan shall normally commence on September 1<sup>st</sup> of one (1) year and end August 31<sup>st</sup> of the following year.
2. The year of absence shall be treated as a year's teaching experience for seniority purposes with the Board but shall not entitle the Teacher to increment for that year.
3. During the leave year, the Teacher will be responsible for the full costs of benefits (except Canada Pension and Employment Insurance). Fringe benefits may be maintained with the Board during the leave year if requested by the Teacher. However, 100% of the premium costs must be prepaid as mutually agreed upon by the Teacher and the Board.

h) **Withdrawal, Redundancy and Death**

1. A participating Teacher may not withdraw from the Plan on or after March 15<sup>th</sup> of the year in which his/her leave is to commence.
2. A participating Teacher may withdraw from the Plan at any time prior to March 15<sup>th</sup> of the year in which the leave is to commence by delivering written notice of withdrawal to the Director of Education, or designate.
3. A participating Teaching who becomes redundant prior to the commencement of leave under this Plan shall be deemed to have withdrawn from the Plan.
4. A participating Teacher who withdraws from the Plan under the circumstances of

2. or 3. above shall receive the sum accumulated in the account including interest within ninety (90) days of withdrawal.

5. The estate of a participating Teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the account including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Chief Financial Officer. This shall also hold true should a Teacher die after the commencement of the leave.

## **21:00 RELEASE OF SURPLUS STAFF**

### **21:01 Definitions**

1. School: A school is defined for the purposes of this clause as an elementary school.
2. Teacher: For the purpose of the Release of Surplus Staff section, a Teacher is defined as a person who is a member of the Ontario College of Teachers is employed as a Teacher, covered by the terms of his Collective Agreement that does not include a supervisory officer, principal, vice-principal, occasional Teacher or continuing education Teacher.
3. Board: The Board is defined as the Keewatin-Patricia District School Board.
4. Attendance Areas: The attendance areas are defined as follows:
  1. Dryden – Eagle River, Lillian Berg, Oxdrift, Pinewood, Riverview, **New Prospect** and Wabigoon Schools.
  2. Kenora – Evergreen, Keewatin, King George, Lakewood, Sioux Narrows and Valleyview Schools.
  3. Ignace – Ignace Elementary School.
  4. Red Lake – Golden Learning Centre and Red Lake-Madsen Schools.
  5. Sioux Lookout – Sioux Mountain and Hudson Schools
  6. Ear Falls – Ear Falls School
5. Seniority: The Base Seniority List is the list of elementary Teachers in descending order of seniority employed with the Board on June 30, 1998, as per the agreement between the Parties dated March 27, 1998. All Teachers whose work begins during or after the 1998-99 school year will be listed in descending order of seniority below the least senior Teacher on the Seniority List as determined by applying the following criteria:
  - a) Start date of employment with the Board, and when this is equal;
  - b) Total elementary teaching experience in Public, Separate and federally funded First Nations Schools in Ontario, excluding occasional and continuing education experience and when this is equal;
  - c) Occasional teaching experience with the Keewatin-Patricia District School Board and its immediate predecessors, and when this is equal;
  - d) Lot conducted by the Director of Education or designate and the Local President, or designate. Teachers will be removed from the seniority list upon resignation,

retirement, or upon termination from employment with the Board.

No later than March 1<sup>st</sup> of each year, the Board shall publish a seniority listing of all employees in the bargaining unit. A copy of this listing will be sent to the President of the Bargaining Unit.

Teachers who consider their position on the seniority list to be incorrect must report their disagreement in writing to the Director of Education or designate and President of the Bargaining Unit within fifteen (15) days of the posting of the list. Following the fifteen (15) day period previously noted, the Director of Education or designate shall respond to all requests in writing within fifteen (15) days. The list shall be deemed correct and will be used in the application of the Release of Surplus Staff provision. Should there be any revisions to the list, a revised list will be published with a copy to the Bargaining Unit President.

**21:02 Retention of Staff**

- a) Teachers appointed to the positions of Special Assignment Teacher and Teachers assigned to Education Programs in Care and Treatment programs shall be exempt from these provisions. If one of these positions becomes vacant, it shall not be considered to be open or vacant for the purpose of Release of Surplus Staff.
- b) Teachers in positions that require special training, experience and/or qualifications may be exempt from the provisions of the Release of Surplus Staff section. The Director of Education or designate, shall determine which positions cannot be filled from the present staff complement and that if not protected would result in a serious reduction to program quality, or cancellation of a program. Programs include but are not limited to such programs as Special Education, Reading Recovery, language skill areas in Core, Extended and Immersion French and Native as a Second Language and other areas requiring qualifications in accordance with the Education Act and Regulations and the College of Teachers Act and Regulations.
- c) The onus is on the Teacher to provide the Board with the most recent qualifications record, otherwise the most recent copy on file is of March 1<sup>st</sup> will be used.

21:03 The determination of the positions as full-time or part-time is at the discretion of the Director of Education or designate.

**21:04 Part-Time Teachers**

- a) Part-time Teachers, who request placement as full-time Teachers, shall become full-time Teachers beginning the ensuing school year subject to the other provisions of this section. Any such requests must be received in writing by the Director of Education or designate, on or before March 1<sup>st</sup> for it to have affect for the following school year.
- b) Teachers teaching full-time may request to teach part-time effective the next school year, provided the Teacher makes the request in writing to the Director of Education, or designate, on or before March 1<sup>st</sup>. Approval of requests is entirely at the discretion of the Director of Education or designate in consultation with the principal. Approval of requests to go part-time from full-time will be for the next school year only, subject to annual review and re-approval.

**21:05 Transfers**

- a) Teachers may be transferred between schools within an attendance area at the discretion of the principals subject to the approval of the Director of Education, or designate.

- b) Teachers may request in writing to the Director of Education or designate to be transferred between schools within the system. Transfers will be at the discretion of the principal subject to the approval of the Director of Education, or designate.

**21:06 Surplus Procedure**

- a) Prior to the implementation of the Surplus Procedure, each Teacher will have an opportunity to request transfers on a pre-determined form. Such transfer forms must be completed by March 1<sup>st</sup>.
- b) Once the staff allocation has been assigned to each attendance area, and Teacher transfers have been considered, the principals, subject to the approval of the Director of Education, or designate, will assign Teachers to schools in the attendance area.
- c) If at this point, however, the principals are unable to staff to cover the programs established, the principals will attempt to meet the program requirements (21:02) within the attendance area and schools by a process of elimination. The intent is that the most senior qualified are placed and the least senior qualified/unqualified are displaced and the program needs are met.
- d) Teachers who are displaced from their attendance area and who requested transfers (21:05) will be assigned to another attendance area provided the Teacher has greater seniority and the required qualifications (21:02) and provided the Teacher has so indicated on the form.
- e) Teachers displaced in this process will be placed on the system recall list.

Teachers on the system recall list shall be assigned, in order of seniority, the positions for which they have the required qualifications (21:02) in other attendance areas provided the Teacher has so indicated on the form (21:06a).

Where a Teacher is on the recall list part-time, the Teacher will be assigned a full-time position or two part-time positions where the part-time positions are scheduled at different times during the day such that the Teacher can reasonably be assigned to both part-time positions. Travel time between schools is the responsibility of the Teacher.

Teachers on the recall list full-time who have been assigned a part-time position will remain on the recall list part-time.

- f) Positions remaining open may be filled externally.
- g) The finalized assignment of Teachers will be posted in each school along with the finalized recall list.
- h) Teachers who have been assigned positions in two or more schools are responsible for their own transportation and associated costs. The Board will endeavour to provide reasonable travel time between schools.
- i) Teachers placed on the recall list, shall have their employment terminated in writing no later than May 31<sup>st</sup> to be effective August 31<sup>st</sup>, however, their names will remain on the recall list. Teachers on the recall list who have accepted a part-time position will not have their employment terminated.
- j) After transfers have been considered, new and open positions occurring prior to October 31<sup>st</sup>, will be filled through either, a transfer of a Teacher back who has as part of the process been assigned to another attendance area or assignment of a Teacher who is

on the recall list. The Teacher to be assigned must have the required qualifications (21:02) and the greatest seniority. Teachers on the recall list must have so indicated on the form (21:06a).

- k) Positions opening after October 31<sup>st</sup>, will be filled by Teachers on the recall list based on required qualifications (21:02) and seniority provided the teacher has so indicated on the form (21:06a).
- l) Teachers may remain on the system recall list for a period not exceed two school years. Teachers remaining on the recall list for the second year are not eligible for recall to positions that are a result of the staffing process for the school year following the two school year recall period.

Teachers placed on the system recall list each year through this provision shall be placed above those on the recall list from the previous year, each within their own order of seniority. Those on the recall list as a result of the immediate release of surplus staff process will have recall rights prior to those from the previous year.

For positions opening after April 1<sup>st</sup> for the present school year, the Board will employ occasional Teachers. Should the occasional Teacher employed be a Teacher on the system recall list, the Teacher's name will remain on the system recall list as appropriate. Teachers employed as occasional Teachers will have their employment terminated no later than June 30<sup>th</sup>.

- m) Teachers recalled by the first school day of the school year following the date of notification of termination shall return to the employ of the Board as if no termination of employment had taken place.

A Teacher recalled from the recall list shall have their name restored to its former position on the seniority list.

- n) The Teacher shall forfeit all recall rights where:
  - i) The Teacher has been hired by another school Board, as a regular day school Teacher;
  - ii) The Teacher has declined to accept a teaching position commensurate with the Teacher's basic and additional qualifications and at the same or better level of assignment (part-time to full-time) in the attendance area.
  - ii) The Teacher has not provided the Director of Education, or designate, with the new telephone number and address in writing.
- o) If the person on recall must provide their present employer with two (2) weeks notice, the Teacher must be available for teaching within ten (10) working days of notice of recall. Notwithstanding the above, where a Teacher is not currently employed, the Teacher must be available for work within five (5) days of notice of recall. Failure to comply will result in forfeiture of the Teachers recall rights.

## **22:00 PART-TIME ASSIGNMENTS**

22:01 A Teacher with a part-time assignment, who, prior to March 1<sup>st</sup>, requests a full-time assignment commencing the following school year will be treated as a full-time Teacher for the purposes of staffing, and be given a full-time assignment where available, subject tot he section on Release of Surplus Staff.

22:02 A Teacher on part-time assignment shall be paid according to the salary schedule and allowances in this collective agreement, prorated.

- 22:03 A Teacher on part-time assignment shall be credited with the number of school days of sick leave prorated to the portion of his or her assignment.
- 22:04 A Teacher on part-time assignment shall have the right to participate in all benefit plans.
- 22:05 A Teacher on part-time assignment shall receive credit for teaching experience on the following basis:
- a) less than .5 assignment or less than one-half school year: one half credit;
  - b) .5 assignment or more, or one-half school year or more: one full year credit.
- 22:06 For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.
- 22:07 A Teacher on part-time assignment shall be assigned preparation time prorated.

**23:00 PART-TIME LEAVES**

- 23:01 A Teacher with a full-time assignment who, prior to March 1<sup>st</sup>, requests a part-time leave commencing the following school year shall have the request granted where possible.
- 23:02 A Teacher who requests and is granted a part-time leave for a specified period will return to full-time assignment at the end of the leave period, subject to the section on Release of Surplus Staff.
- 23:03 A Teacher may apply prior to March 1<sup>st</sup> for an extension of the Teacher's part-time leave and such extension may be granted where possible.

**24:00 NEW POSITIONS, VACANCIES AND TRANSFERS AND REPLACEMENT OF TEACHERS**

- 24:01 A "vacancy" under this Article means a teaching assignment covered by this collective agreement that is unoccupied because:
- (a) a new position **has been created**
  - (b) **the incumbent has been promoted**
  - (c) **the incumbent has resigned/retired**
  - (d) the incumbent has died

**Note: Vacancies created as a result of a transfer will be filled externally.**

- 24:02 **Based on responses to the first posting, internal applicants shall be considered for placement in the new position, based on qualifications, programming needs, and the Board's ability to replace the applying Teacher. Replacement ability will be as determined by responses to the external ad and the determination of the Principal of the school as to the suitability of the applicants received.**
- 24:03 **Where it is determined that a suitable replacement has been found for the second vacancy, the applying Teacher will be placed in the initial vacancy as soon as possible.**

**25:00 JUST CAUSE**

- i) No Teacher shall be demoted, discharged, dismissed, or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within five (5) calendar days from the time the Teacher is informed of any such action.

- ii) Prior to the imposition of any of the actions listed in i), there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present. Should the Board fail to hold such a meeting, any of the actions listed in i) which the Board may have decided to impose shall be null and void.

**26:00 PROBATIONARY PERIOD**

All newly hired Teachers will have a full-time equivalent probationary period of two school years.

**27:00 RESIGNATIONS**

A Teacher may resign effective December 31<sup>st</sup> or August 31<sup>st</sup> of any school year. Notice of such resignation shall be submitted to the Director of Education, or designate, by October 31<sup>st</sup>, and April 30<sup>th</sup> respectively.

Resignations effective at other times during the school year may be submitted to the Director of Education, or designate to be considered by the Board on a mutual consent basis. Such requests shall not be unreasonably denied. If denied, a letter shall be provided to the Teacher outlining the reasons.

**28:00 STRIKES AND LOCKOUTS**

**28:01 Strikes and Lockouts**

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

**28:02 Strike by other Board Employees**

Where a Teacher feels that his/her safety is jeopardized by crossing a picket line, the Teacher shall contact the Director of Education or designate, who in turn will provide for the safety of the employee in reporting for work.

**29:00 UNION REPRESENTATIVES**

29:01 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of the persons authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union (Workplace Steward).

29:02 The Board shall allow the union access to the Board's internal mail (including fax and electronic mail) services. All Union correspondence shall be treated as confidential. The Board shall also provide access to a telephone and photocopier on site, to the Workplace Steward. Where required, costs incurred will be reimbursed by the Union.

29:03 The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

29:04 In the event that a meeting needs to take place regarding Union business, the Board shall allow this meeting to take place in the workplace. The meeting will not disrupt the instructional program. The Board also agrees to allow general membership meetings to take place, outside of the instructional day, on Board premises free of charge.

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- 29:05 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the education program.
- 29:06 Upon request, the principal and/or vice-principal of every school or workplace shall provide the Workplace Steward with information pertaining to the administration of this collective agreement at the school or workplace. Examples of such information would be, information on the school budget, the current and projected staffing, class sizes and enrollment, and the current and projected amount and distribution of instructional time, preparation time and other duties.



**30:00 W.S.I.B. (WORKPLACE SAFETY AND INSURANCE BOARD)**

30:01 A Teacher who is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board of Ontario shall be on paid leave of absence, with no reduction in salary or other rights under this agreement.

Example:

Assume a Teacher on a 10 month year, earning (X) annually, is injured, and subsequently, is absent from work for 20 days in a 194 day school year.

WSIB (Maximum Insurable amount is 85% of net average earnings)		
Gross Income	\$	WSGI
Less Income Tax	\$	IT
C.P.P.	\$	CPP
E.I.C.	\$	<u>EI</u>
Net WSIB allowable	\$	Y
Net WSIB Daily	\$	Yd (Y/(5x52))
Actual Teacher's Income		
Gross Income	\$	X
Less Income Tax	\$	IT
C.P.P.	\$	CPP
E.I.C.	\$	<u>EI</u>
New WSIB Allowable	\$	Z
Net Daily Income	\$	Zd (\$Z/194)

Calculation of Sick Leave Deduction

Percentage applied to days lost ( $\$ Zd - \$ Yd$ )/ $\$ Zd$  \* 100 = P%

No. of days deducted from sick leave bank P% X 20 days = D days

No individual can receive more than 100% of their annual income from the WSIB award combined with sick leave adjustments as defined in this Collective Agreement. Should the Board receive monies from WSIB in excess of the daily rate times the number of days absent from work, the sick leave bank will be reimbursed to the Teacher's credit to a maximum of the days used for the WSIB claim.

30:02 A completed calculation shall be forwarded to each Teacher affected.

30:03 The Board shall not terminate the employment of any Teacher for the first thirty-six (36) months from the initial illness because the Teacher is absent due to illness or in receipt of workplace safety and insurance benefits or long term disability benefits.

**30:04 WSIB/LTD – Retention of Position**

A Teacher who is absent from work for the Teacher's full contractual position and is claiming WSIB or LTD benefits shall retain that position in that attendance area for thirty-six (36) months from the initial absence. Subsequent to that time and having not returned to work, the position shall be filled for the next September through the normal placement process for a vacancy.

30:05 Following the thirty-six (36) month period, the Board agrees that, for pension purposes only, the Teacher shall be maintained as an employee of the Board. The Teacher shall lose all other rights under this collective agreement.

**31:00 NOTICE OF PLANNED CHANGES**

The Board shall endeavour to provide ninety (90) days of notice to the Union, where possible, of

its plans to introduce major organizational change that will impact directly the membership.

**32:00 PROFESSIONAL DEVELOPMENT**

- 32:01 The Board shall pay a professional development allowance to the Union in the amount of twenty dollars (\$20) per Teacher per year. The Board shall make this payment as soon as practical after October 31<sup>st</sup> of each school year. The basis for this allowance will be the number of full-time equivalent Teachers on staff as at October 31<sup>st</sup>.
- 32:02 The Union shall submit a written accounting to the Board for all Professional Development Allowance funds, on or before June 30<sup>th</sup> of each year.
- 32:03 There shall be a Professional Development Committee composed of an equal number of Union representatives and academic supervisory officers and/or principals to examine and discuss a program that would include attending Professional Conferences, attending workshops, local curriculum development, other professional activities, as well as other available professional development funds. The committee shall consist of at least one representative from the Union and one academic supervisory officer.
- 32:04 The Professional Development Committee shall also be mandated to meet to discuss the use and distribution of the Professional Activity Days scheduled in any school year.
- 32:05 The Board agrees to provide one (1) professional activity day to the Union for use by the Union. The parties agree that no staff meetings, Board mandated curriculum development, or program development workshops will be held on these days, unless mutually agreed to by the Union and the Board. For 2003-2004, in addition to this professional activity day, the Board agrees to provide one professional activity day covered by an occasional Teacher for the use of each Teacher to engage in activities involved in the implementation of Board and School curriculum initiatives; activities identified in Annual Learning Plans or those mutually agreed to by the Principal and Teacher. The Teacher, in consultation with the Principal, shall determine when the day covered by an occasional Teacher will be taken subject to the availability of an occasional Teacher and consideration of program needs. The day covered by an occasional Teacher can be taken as one (1) full day or two (2) half days.**

**33:00 SCHOOL STAFFING AND WORKLOAD COMMITTEE**

- 33:01 Each school or workplace shall have a School Staffing and Workload Committee. The committee shall consist of the principal and/or vice-principal, the school steward, and a maximum of one (1) additional Teacher elected from each division of the school.
- 33:02 The elected Teachers on the committee shall be in place from October 1<sup>st</sup> to September 30<sup>th</sup>. If any elected Teachers resign from the committee or are transferred to another school, the staff of the school shall elect replacements.
- 33:03 The responsibilities of the School Staffing and Workload Committee(s) shall be as follows:
- To review the current school staffing model and to propose any such modification as may be required to create and maintain the best teaching and learning environment, to make the most effective use of staff allocated to the school and to comply with the terms of the collective agreement, provincial funding model, and other provincial acts or regulations.
  - To consider and to respond to organizational proposals and/or suggestions submitted by staff members to the committee.
  - To develop and recommend a staffing model based on projected enrollment and allocation for consideration by the staff.
  - To assist in the development and completion of a school timetable.

To assist in the development of a supervision schedule which is equitable.

To assist in the equitable distribution of preparation time.

33:04 Should there be a disagreement on the allocation of instructional time, preparation time and supervision schedules within the school, as identified above, the School Steward and the affected Teacher will discuss their concern with the principal. If a resolution is not reached, the School Steward and the Teacher may bring their concern to the School Staffing and Workload Committee. The Committee will take this information into account when it reviews these allocations within the school, as outlined above. If the Committee is unable to resolve the concern, the matter will be referred to the appropriate Superintendent of Education and the Union President for resolution. If there is no resolution to the matter, the decision of the appropriate Superintendent of Education shall be final and not grievable.

#### **34:00 SCHEDULED SCHOOL YEAR**

The school year for each Teacher shall correspond to the school year for pupils with the exception of designated Professional Development days within the pupils' school year.

#### **35:00 WORKING CONDITIONS**

35:01 The instructional week for students shall not exceed 1550 minutes. The instructional week for Teachers shall be a maximum of 1400 minutes.

Effective the first day of the school year of 2001/2002 the instructional week for students shall not exceed 1500 minutes. The instructional week for Teachers shall be a maximum of 1350 minutes.

35:02 It is understood that all extra-curricular activities are voluntary.

35:03 a) No Teacher shall be assigned duties during his/her forty (40) minute uninterrupted lunch period each day.

b) Notwithstanding a) above, the Board shall attempt, in situations where a Teacher is scheduled to two schools, to provide a forty (40) minute uninterrupted and continuous lunch break.

35:04 **Effective September 1<sup>st</sup>, 2003, the Board agrees to provide lunch hour supervision. The intent of providing lunch hour supervision at each school is to eliminate teachers providing supervision during the lunch hour. However, it is recognized that it may be necessary for Teachers to assume some lunch hour supervision duty, under extenuating circumstances.**

35:05 The Parties to this agreement agree to adhere to all Ministry of Education and Training directives with respect to staffing.

#### **36:00 PREPARATION TIME**

36:01 Each full-time Teacher (prorated for part-time Teachers) shall be assigned a maximum of 1400 minutes of instructional time per week. Effective the first day of school year 2001-2002 each full-time Teacher shall be assigned a maximum of 1350 minutes of instructional time per week.

36:02 Each full-time Teacher in elementary schools shall be assigned a minimum of 150 minutes of preparation time per week (prorated for part-time Teachers). Such preparation shall be during the instructional day of the students.

36:03 Every effort shall be made to assign preparation time in blocks of continuous 30 minutes.

36:04 In addition to the preparation time provided above, the Board agrees to provide one (1) Professional Activity Day and one (1) day covered by an occasional Teacher for the exclusive use of each Teacher as preparation time. The Teacher, in consultation with the Principal, shall determine when the day covered by an occasional Teacher will be taken subject to the availability of an occasional Teacher and consideration of program needs. The day covered by an occasional Teacher can be taken as one (1) full day or two (2) half days.

**37:00 CRIMINAL BACKGROUND CHECKS**

37:01 The Board shall pay the cost of any criminal record check required in respect of an incumbent Teacher, provided the Teacher participates in the process operated by the Ontario Education Services corporation.

37:02 The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to Regulation 521/01 of *The Education Act* or any other subsequent regulation or law dealing with the same matter, are stored in a secure location and in a confidential manner. Normal, daily access to such records and information shall be limited to the Manager of Human Resources and those personnel designated by the Manager of Human Resources. The Manager of Human Resources shall, upon request, advise the Local of the names of those so designated. Such personnel shall not be members of the Local.

37:03 The Board shall not release any information about a teacher obtained pursuant to Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

37:04 The Board shall consult with the Local regarding any changes to the Board's policy or operating procedures with respect to criminal record checks and any changes the Board makes to the offence declaration form.

**38:00 COPIES OF THE COLLECTIVE AGREEMENT**

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

**39:00 MEDICAL PROCEDURES**

The Board shall not require any Teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the Teacher to risk, injury or liability.

It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

**40:00 UNION DUES AND ASSESSMENTS**

The Parties agree that effective September 1, 1998, the Board shall deduct, for every pay period and for each Teacher, Union dues. Dues deducted in accordance with this Article shall be forwarded to the General Secretary at 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 calculated on a

uniform basis.

The payment shall be accompanied by a dues submission list showing the names, SIN, and dues deducted. Upon the request of the Union, at the beginning of each school year the Board shall provide the annual salary rate.

The Union shall indemnify and hold the Board harmless from any claims, suits, attachments and from any liability as a result of such deductions authorized by the Union.

**41:00 DATA FOR NEGOTIATIONS**

Upon written request, the Union shall have access to or be furnished with a copy of any existing data relevant to the negotiation and administration of this collective agreement.

**42:00 EMPLOYMENT INSURANCE REBATE**

The Union agrees to return their share of the EI Rebate to the Board to help finance the additional preparation day covered by an occasional Teacher as outlined in 37:04.

**AGREEMENT OF CONTRACT**

It is hereby certified that this agreement has been drafted according to the terms and conditions agreed upon by the negotiating committees appointed by the Keewatin-Patricia District School Board the Bargaining Unit of the Keewatin-Patricia District Elementary Teachers, at a meeting held on February 20, 2003. It is further certified that this agreement was ratified by the Keewatin-Patricia District Elementary Teachers on or about March 3, 2003, and ratified by the Keewatin-Patricia District School Board on February 25, 2003.

Dated at Dryden, Ontario, this    day of    , 2003.

FOR THE KEEWATIN-PATRICIA  
DISTRICT SCHOOL BOARD

FOR THE KEEWATIN-PATRICIA  
ELEMENTARY TEACHERS' FEDERATION

B. Hancock, Board Chair

P. Andrusco, President

D. McLeod, Director of Education

A. Saltel, Chief Negotiator

B. Martin, Provincial Negotiator

APPENDIX A

Letter of Agreement

Between

The Keewatin-Patricia District School Board  
(hereinafter referred to as the "Board")

and

The Keewatin-Patricia Elementary Teachers' Association  
(hereinafter referred to as the "Union")

**Article 16:00 Retirement Gratuity**

The parties agree to establish a Committee to review Retirement Gratuity, on a *without prejudice* basis, with the intent of considering alternative models for new or recently hired teachers who would normally qualify for a retirement allowance under Article 16:00.

The Committee will be comprised of three (3) representatives appointed by the Board, and (3) representatives appointed by the Union.

The Committee will prepare a report and present its findings to the parties by June 30, 2003. The parties may, by mutual consent, recommend a change to the Collective Agreement under Article 3:00, Amendments, or may refer the report with its findings for consideration during the next round of negotiations.

Dated at \_\_\_\_\_ this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

For the Board

For the Union