

COLLECTIVE AGREEMENT

- Between -

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter called the "ETFO" or "Union")

- Representing -

The Elementary Teachers of the Elementary Teachers' Federation of Ontario
employed by the Board
(hereinafter called the "Bargaining Unit")

- And -

THE SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer" or "Board")

- FOR THE PERIOD -

September 1, 2002 to August 31, 2004

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ARTICLE 1.0: PURPOSE

- 1.01 It is the purpose and intent of the Parties to maintain harmonious relationships between the Board and each Teacher in the bargaining unit. It is the desire of the Parties to set forth in this Agreement terms and conditions of employment and to provide for the equitable settlement of all matters in dispute which may arise between the parties.

ARTICLE 2.0: DEFINITIONS

- 2.01 Bargaining Unit: means every Part X.1 Teacher, other than occasional Teacher, who is assigned to one or more elementary schools or to perform duties in respect of such schools all or most of the time.
- 2.02 Bargaining Agent: means the Elementary Teachers' Federation of Ontario.
- 2.03 Board: means the Superior-Greenstone District School Board.
- 2.04 Part X.1 Teacher: means a Teacher employed by the Board to teach but does not include a supervisory officer, a principal or vice-principal or an instructor in a Teacher-training institution.
- 2.05 Part-Time Teacher: means a Teacher employed by the Board on a regular basis for other than full-time duty.
- 2.06 Probationary Teacher:
- 2.06.01 "Probationary Teacher" means a Teacher employed by the Board for the probationary period determined by the Board.
- 2.06.02 A Teacher hired on a probationary basis is employed on probation for one year or such lesser period as may be determined by the Board. The release of a probationary Teacher during or at the end of such probationary period is subject only to the requirement that the Board has not acted in bad faith.
- 2.07 Teacher: means a Part X.1 Teacher. A Teacher is required to be a member in good standing with and holds a valid certificate of qualification from the College of Teachers.
- 2.08 Director: means the Director of Education or his/her designate.
- 2.09 ETFO: means the Elementary Teachers' Federation of Ontario.
- 2.10 Predecessor School Board: means the Lake Superior Board of Education, the Beardmore, Geraldton, Longlac and Area Board of Education or the Nipigon- Red

Rock Board of Education.

- 2.11 Special Assignment Teacher: means a Teacher assigned to a special project or study or to system wide duties and shall be covered by the collective agreement.

ARTICLE 3.0: RECOGNITION

- 3.01 The Board recognizes ETFO as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time.
- 3.02 “Occasional Teacher” bears the same meaning as that given to “Occasional Teacher” as defined by the *Education Act*, as amended.
- 3.03 This Agreement is binding upon the Board and ETFO and upon the Teachers employed by the Board.
- 3.04 The Board recognizes the right of the ETFO to appoint the Bargaining Unit’s Collective Bargaining Committee as the bargaining agent authorized to negotiate on behalf of the ETFO.
- 3.05 The Board recognizes the right of the Bargaining Unit to authorize the ETFO or any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 3.06 The ETFO recognizes the right of the Board to authorize any other advisor, agent, counsel solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Collective Agreement.

ARTICLE 4.0: UNION DUES AND ASSESSMENTS

- 4.01 The Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary at ETFO, Toronto Station “F”, P.O. Box 1100, Toronto, Ontario, M4Y 2T7 within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time , of the amount of such dues and assessments.
- 4.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

ARTICLE 5.0: MANAGEMENT FUNCTIONS

- 5.01 It is the sole and exclusive right and obligation of the Board to exercise its management functions and trustee responsibilities and to manage the affairs of the Board and to exercise these rights and obligations in a manner consistent with this Agreement.
- 5.02 All rights not expressly granted to Teachers hereunder are reserved to the Board. The Board shall retain all other rights, privileges and discretions here before vested in it. It is understood and agreed, however, that the aforesaid rights are subject to, but only to, such restrictions governing the exercise of those rights as are expressly provided in this Agreement and relevant Acts and Regulations.

ARTICLE 6.0: NO STRIKE OR LOCKOUT

- 6.01 There shall be no strike or lockout during the term of this Agreement. The terms “strike” and “lockout” shall bear the meaning given them in the *Labour Relations Act*, as amended.

ARTICLE 7.0: CATEGORY PLACEMENT

- 7.01 Category definitions shall be those established by QECO in program 4. For the purposes of salary categorization, the Board recognizes the Certification Statement issued by QECO as being final.
- 7.02 Teachers on staff requesting a category adjustment shall be paid in the new classification, retroactive to September 1st, if the teacher submits documentary evidence to this effect (Statement of Evaluation by QECO or official notice of receipt of documents by QECO) prior to December 15th of that year. All qualifications for the new classification must have been attained before September 1st of that school year.

If, through no fault of the teacher, the documentation arrives after December 15, all adjustments in salary shall be paid retroactive to September 1; otherwise, the salary adjustments shall be retroactive only to the beginning of the month in which the documents are received. All adjustments in salary shall be paid retroactive to September 1st upon receipt of the Statement of Evaluation by QECO, where the teacher submitted a completed Anticipated Category Change form to the Board prior to December 15th

Teachers hired on January 1st must submit documentary evidence of a category classification by April 1st of that school year. All adjustments in salary shall be paid retroactive to January 1st otherwise, salary adjustments shall be paid retroactive to the beginning of the month in which the documents were received.

- 7.03 The onus is on the Teacher to provide documentary proof of the following upon entering employment or upon change in status, by specified dates, (above) of the current school year:

- (a) Category rating;
- (b) Teaching experience; and
- (c) Teachers certification.

ARTICLE 8.0: SALARY SCHEDULE

8.01 The following salary schedule shall be effective September 1, 2002.

YEARS	A	A1	A2	A3	A4
0	35,943	37,847	39,549	42,934	44,881
1	37,972	40,287	42,159	45,736	47,886
2	40,003	42,727	44,769	48,536	50,889
3	42,033	45,167	47,379	51,339	53,885
4	44,063	47,606	49,989	54,142	56,894
5	46,093	50,046	52,599	56,944	59,891
6	48,124	52,486	55,209	59,748	62,898
7	50,153	54,926	57,819	62,549	65,891
8	52,184	57,365	60,429	65,350	68,899
9	54,214	59,805	63,039	68,153	71,895
10	56,244	62,246	65,650	70,956	74,962
11	58,269				
12	62,246				

8.02 The following salary schedule shall be effective February 1, 2003.

YEARS	A	A1	A2	A3	A4
0	36,302	38,225	39,944	43,363	45,330
1	38,352	40,690	42,581	46,193	48,365
2	40,403	43,154	45,217	49,021	51,398
3	42,453	45,619	47,853	51,852	54,424
4	44,504	48,082	50,489	54,683	57,463
5	46,554	50,546	53,125	57,513	60,490
6	48,605	53,011	55,761	60,345	63,527
7	50,655	55,475	58,397	63,174	66,550
8	52,706	57,939	61,033	66,004	69,588
9	54,756	60,403	63,669	68,835	72,614
10	56,806	62,868	66,307	71,666	75,712

11	58,852
12	62,868

8.03 The following salary schedule shall be effective September 1, 2003.

YEARS	A	A1	A2	A3	A4
0	37,210	39,181	40,943	44,447	46,463
1	39,311	41,707	43,646	47,348	49,574
2	41,413	44,233	46,347	50,247	52,683
3	43,514	46,759	49,049	53,148	55,785
4	45,617	49,284	51,751	56,050	58,900
5	47,718	51,810	54,453	58,951	62,002
6	49,820	54,336	57,155	61,854	65,115
7	51,921	56,862	59,857	64,753	68,214
8	54,024	59,387	62,559	67,654	71,328
9	56,125	61,913	65,261	70,556	74,429
10	58,226	64,440	67,965	73,458	77,605
11	60,323				
12	64,440				

8.04 The following salary schedule shall be effective February 1, 2004.

YEARS	A	A1	A2	A3	A4
0	37,582	39,573	41,352	44,891	46,928
1	39,704	42,124	44,082	47,821	50,070
2	41,827	44,675	46,810	50,749	53,210
3	43,949	47,227	49,539	53,679	56,343
4	46,073	49,777	52,269	56,611	59,489
5	48,195	52,328	54,998	59,541	62,622
6	50,318	54,879	57,727	62,473	65,766
7	52,440	57,431	60,456	65,401	68,896
8	54,564	59,981	63,185	68,331	72,041
9	56,686	62,532	65,914	71,262	75,173
10	58,808	65,084	68,645	74,193	78,381
11	60,926				
12	65,084				

ARTICLE 9.0: TEACHING EXPERIENCE

9.01 Teaching experience recognized for grid purposes will include successful teaching in a school under the jurisdiction of a Provincial Ministry of Education or the Federal Government.

Experience in a Canadian Community College or University, provided the individual retained a valid Canadian Teaching Certificate at the time the experience was gained, is also recognized for grid purposes.

9.02 A Teacher hired on a full-time basis, who has taught 50% or more of the school year, will be granted the full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such a total includes a fraction of 50% or more the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

Example

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

9.03 A Teacher hired on a part-time basis who has taught 50% or more of a full-time assignment, shall be granted a full increment or experience allowance for seniority purposes. For grid placement, the actual time worked will be accumulated at the end of each school year and when such total includes a fraction of 50% or more, the total shall be rounded up to the next highest integer. No fractions of increments shall be granted.

Example

YEAR	ACTUAL TIME	TOTAL ACCUMULATED	SENIORITY YEARS	GRID PLACEMENT
1	0.5	0.5	1	1
2	0.5	1.0	2	1
3	0.5	1.5	3	2
4	0.5	2.0	4	2

- 9.04 The Board reserves the right to withhold the annual increment of any Teacher in a year if, on the basis of reports by the Director of Education and Principal, the Teacher's services are deemed unsatisfactory. The Teacher will be notified of the Board's intention to withhold the increment before March 1st, and will be told the reasons why his or her services are deemed unsatisfactory in writing. The Teacher must be given written instructions how to improve.

In no such case shall the increment of a Teacher be withheld for more than two successive years. If the Teacher's increment has been withheld for two successive years and if the Teacher's service, as assessed in the above paragraph, is still deemed unsatisfactory, the Board shall notify the Teacher of termination of contract in accordance with the terms of the contract.

The Teacher whose increment had been withheld on the grounds of unsatisfactory services will be given confirmation in writing of the total number of years that he/she was employed with this Board, if and when the contract is terminated.

ARTICLE 10.0: MASTER'S DEGREE ALLOWANCE

- 10.01 A teacher will be paid \$800.00 in addition to his/her regular salary for a Master's Degree from a recognized university or institution.

ARTICLE 11.0: METHOD OF PAYMENT OF SALARY

- 11.01 The Teacher's annual salary, divided by 24, is to be paid on the 15th and 30th of each month. Part-time Teacher's salary shall be pro-rated in accordance with time taught.
- 11.02 The Board agrees to deduct from the salary of each Teacher the amount of regular ETFO dues uniformly levied in respect of each Teacher in accordance with the by-laws of ETFO and to remit the dues to ETFO forthwith. ETFO agrees to indemnify and save harmless any action against the Board resulting from its compliance with this provision.
- 11.03 A Teacher is entitled to be paid his/her salary in the proportion that the sum of the total number of school days on which the Teacher performs his/her duties bears to the sum of the total number of school days in the school year.

For purposes of calculating a day's salary under this agreement, the amount shall be equal to:

$$\frac{1}{\text{\# of school days in that school year}} \times \text{Teacher's salary}$$

ARTICLE 12.0: SENIORITY

12.01 It is understood by both parties that seniority is recognized on a board-wide basis with regional recognition. The regions are as follows:

- 6B1 Beardmore, Geraldton, Longlac
- 6B2 Schreiber, Terrace Bay, Marathon, Manitouwadge
- 6B3 Dorion, Nipigon, Red Rock

Seniority is defined as length of continuous employment as a Teacher with the Superior-Greenstone District School Board and its predecessor boards.

The following leaves will be recognized for seniority purposes: pregnancy leave, parental leave, leave of absence, sick leave, secondment, long term disability, federation leave, Teacher Funded Leave Plan and any other Board approved leave.

All elementary Teachers teaching for Superior-Greenstone District School Board on a full-time or part-time basis who has taught 50% or more of a full-time assignment, in a given school year, will be granted one (1) full year for seniority purposes.

All elementary Teachers teaching for Superior-Greenstone District School Board on a full-time or part-time basis who has taught less than 50% of a full-time assignment, in a given school year, will be granted one half (.50) year for seniority purposes.

12.02 For teachers who commenced employment with the Board prior to September 1, 2003, that Teacher is more senior who has the greater:

- 12.02.01 Length of continuous elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
- 12.02.02 Length of other elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
- 12.02.03 Length of other teaching service; or, when these are equal
- 12.02.04 Length of total teaching service; or, when these are equal
- 12.02.05 Length of continuous service since commencement of duties
- 12.02.06 All of the above being equal, the Director of Education and the local Elementary Teacher Federation President shall determine the most senior Teacher by lot. The Teachers involved in the tie may be present at the determination. Once a tie is broken between two or more

individuals this will determine their placement on the seniority list and will not be repeated.

- 12.03 For teachers who commence employment with the Board on or after September 1, 2003, that teacher is more senior who has the greater:
- 12.03.01 Length of continuous elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
 - 12.03.02 Length of other elementary teaching service with the Superior-Greenstone District School Board and its predecessor boards of education; or, when these are equal
 - 12.03.03 Date of Board Resolution hiring teacher; or, when these are equal
 - 12.03.04 Length of other teaching service; or, when these are equal
 - 12.03.05 Length of total teaching service; or, when these are equal
 - 12.03.06 Length of continuous service since commencement of duties
 - 12.03.07 All of the above being equal, the Director of Education and the local Elementary Teacher Federation President shall determine the most senior Teacher by lot. The Teachers involved in the tie may be present at the determination. Once a tie is broken between two or more individuals this will determine their placement on the seniority list and will not be repeated.
- 12.04 The following seniority lists will be compiled by the Board and posted in every elementary school of the Superior-Greenstone District School Board on or before October 15th and March 15th unless mutually agreed otherwise:
1. Board-wide master seniority list
 2. Regional seniority list for Regions 6B1,6B2,6B3.

The lists shall be deemed to be correct unless objections to their accuracy are raised within 30 days of posting. Prior to lay-off, the list shall be updated to reflect any changes since the most recent list was posted.

The above rules for the determination of seniority are applicable only to the period subsequent to January 1st 1998. All seniority earned at predecessor School Boards prior to January 1st, 1998 was determined in accordance with the appropriate collective agreement and is as set out in the predecessor seniority lists as agreed to by the parties in 1998.

ARTICLE 13.0: STAFF REDUCTION

Where the Board decides to reduce staff, it shall do so in accordance with the following:

13.01 Surplus:

- a) Teachers shall be declared surplus to their school in reverse order of seniority provided that the remaining Teachers are qualified to perform the remaining assignments. Teachers surplus to their school as of December 31st shall be notified no later than November 15th and teachers surplus to their school as of June 30th shall be notified no later than May 15th.
- b) Teachers declared surplus to their school shall be offered a position in another school within their region provided they are qualified to assume the assignment of a less senior Teacher. Where the surplus Teacher has the qualifications to assume the assignment of more than one less senior Teacher, he/she shall be offered the position of the least senior Teacher.
- c) A Teacher displaced in accordance with Paragraph (b) above shall be declared surplus and shall be assigned, if possible, in accordance with that paragraph.
- d) A Teacher who has been declared surplus to his/her school and who is not able to displace a less senior Teacher in accordance with Paragraph (b) shall be declared surplus to his/her region.
- e) A Teacher who is declared surplus to his/her region shall be offered a position in a school in another region provided that he/she is qualified to assume the assignment of a less senior teacher. Where the surplus Teacher has the qualifications to assume the assignment of more than one less senior Teacher, he/she shall be offered the position of the least senior Teacher.
- f) A teacher who has been displaced in accordance with Paragraph (e) or who is not able to displace a less senior teacher in accordance with that paragraph or who has refused an offered position shall be laid off. Teachers will have two (2) school days to decide whether or not to accept an offered position.
- g) A teacher transferring to a different school or region in accordance with the above will be given preference, in accordance with Article 16.0 (Vacancies & Transfers), for a transfer back to their original school or region for a period of thirty-six (36) months following their transfer. (Surplus teachers who transferred effective September 1, 1998 shall be given preference until June 30, 2001.)

13.02 Election:

- a) A Teacher who is subject to lay-off shall elect in writing within the notice period whether to maintain his/her recall rights.
- b) In the event that the Teacher elects to waive his/her recall rights or fails to make an election, the Teacher's employment terminates and the Teacher shall be paid any severance pay to which he/she is entitled under the *Employment Standards Act*.
- c) In the event that a Teacher elects to maintain his/her recall rights the Teacher shall be placed upon the recall list in which case if the Teacher is not recalled to and returns to permanent employment within 24 months of placement on the list the Teacher's employment shall terminate and the Teacher shall be paid any severance pay to which he/she is entitled to under the *Employment Standards Act*.
- d) A Teacher on the recall list may at any time during the 24-month period renounce his/her recall rights at which time his/her employment will terminate and the Teacher shall receive any severance pay to which he/she is entitled under the *Employment Standards Act*.

13.03 Recall:

- a) Recall shall be in order of seniority provided the Teacher is qualified to perform the teaching assignment.
- b) A Teacher on the recall list must keep the Board informed at all times of his/her proper address and telephone number. The initial attempt to recall eligible laid-off Teacher(s) shall be by telephone. If this is unsuccessful, a registered letter shall be sent to the last known address.
- c) A Teacher who has been placed on the recall list from a full-time teaching assignment shall have the option of accepting or not accepting without loss of recall rights, a temporary or part-time teaching assignment with the Board. However, if such Teacher does not accept the temporary or part-time teaching assignment, he/she shall not be considered for recall to any other teaching assignment similar to such assignment. When the temporary or part-time teaching assignment is finished the Teacher shall be returned to the recall list.
- d) Any Teacher on the recall list shall have the option to maintain his/her benefit coverage at full premium cost to the Teacher payable to the Board in advance on a monthly basis.
- e) Any Teacher on the recall list who is offered a part-time or full-time teaching assignment shall have a maximum of ten (10) working days from the date of notification by telephone or the posting of the registered letter, in which to report for the teaching assignment.

- f) A Teacher who is unable to report for work and provides satisfactory medical or other evidence of injury, illness or other reasonable excuse acceptable to the Board, shall not lose recall rights solely because of his/her failure to report.
- g) A Teacher who fails to accept his/her recall or report for work as specified, except where permitted by this Article, shall lose all recall rights.

13.04 Deemed to Have Terminated Employment: A Teacher shall be deemed to have terminated employment with the Board if the Teacher:

- a) Voluntarily resigns in writing, or
- b) Fails to report for the teaching assignment within ten (10) days from the mailing notice of recall unless a reason satisfactory to the Board is given, or
- c) Fails to report to work, after being recalled, within ten (10) days of notifying the Board of his/her return to work unless a reason satisfactory to the Board is given, or
- d) Elects to waive or renounce his/her recall rights.

13.05 Letter of Reference: Any Teacher who terminates employment with the Board after being declared surplus, shall receive from the Director of Education a letter stating that the employment of the Teacher was terminated because of a surplus of Teachers and for no other reason.

ARTICLE 14.0: TERMINATION OF EMPLOYMENT

- 14.01 A teacher shall notify the Board by November 15th of the teacher's intention to resign effective December 31st and by May 15th of the teacher's intention to resign effective the end of the school year.
- 14.02 It is understood that a teacher shall terminate his/her employment effective December 31st or the end of the school year except with the consent of the Board. The Board's consent will not be unreasonably withheld where the teacher's ability to retire to a pension would be adversely affected.

ARTICLE 15.0: VACANCIES & TRANSFERS

- 15.01 The Board will post in every school a notice of every teaching vacancy for at least five (5) school days prior to the position being filled. Concurrently, a copy of the posting will be sent to the local ETFO president and to each teacher on lay-off with recall rights under this agreement.
- 15.02 From amongst the applicants, teachers with a right to return to their original school or

region under Article 13.01 will be considered first. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.

- 15.03 If there are no successful applicants from amongst the group identified in Paragraph 15.02, then the Board will consider other full-time applicants in the region for the position. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.
- 15.04 If there are no applicants from amongst the group identified in Paragraph 15.03, the Board will consider other part-time applicants from the region for the position. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.
- 15.05 If there are no applicants from amongst the group identified in Paragraph 15.04, then the Board will consider other Board-wide applicants, including those teachers on the recall list from the region first, and then those teachers from another region who are seeking a transfer. If there is more than one such qualified applicant, then the applicant with the most seniority will be offered the position.
- 15.06 If the position remains unfilled, the Board may recruit externally.
- 15.07 Except by mutual consent, no teacher will be transferred by the Board from one school to another.
- 15.08 If a teaching vacancy occurs at the same time that teachers are being declared surplus under the Staff Reduction provisions, any surplus teacher(s) will be included amongst the applicants described in paragraphs 15.02 and 15.03 above.
- 15.09 Teachers who wish to be considered for transfer to another elementary school must inform the Director in writing no later than April 30th in the school year immediately prior to the school year for which the transfer will be effective. Teachers who have so informed the Board will be notified by mail of vacancies which arise in July or August in the school to which they wish to transfer.

ARTICLE 16.0: INTERIM POSITIONS / SPECIAL ASSIGNMENTS

- 16.01 Subject to the provisions set out below, a Teacher who accepts an assignment for a specific term or task to a temporary position of added responsibility to fulfil the duties of a Vice Principal or Principal, for a period of time not to exceed one (1) year, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
- i) payment and deduction of union dues;
 - ii) participation in the Teachers' benefits plans pursuant to the collective

agreement;

- iii) accrual of bargaining unit seniority in the usual course;
 - iv) full recognition and credit for teaching experience for the term the Teacher is in the term or temporary position; and
 - v) access to the grievance procedure.
- 16.02 The terms and working conditions of the Vice Principal or Principal assignment shall be those of the Vice Principal or Principal position as may be determined by the Board. It is agreed and understood, however, that Teachers put into this type of position will not be expected or required to write or present performance appraisals of other Teachers, although they may be required to provide requested information to the Board or principal to assist in the preparation of a Teacher appraisal.
- 16.03 Where the teacher accepts an assignment to the position of Vice Principal or Principal for one or more days, the daily salary for the temporary or acting position shall be the ordinary starting salary rate for the Vice Principal or Principal position being replaced, divided by 194, retroactive to the first day of the assignment.
- 16.04 A decision of the Board to terminate a Teacher's acting or temporary assignment to a Vice Principal or Principal position shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.
- 16.05 Notwithstanding Paragraph 16.01 above, in the event legislative or regulatory changes requires that a Teacher who accepts the assignment to an acting or temporary Vice Principal or Principal position be removed from the bargaining unit for the term of the assignment, the Board and the Federation agree that the Teacher shall be granted a leave from his/her bargaining unit position for the specified period or term of the acting assignment. Upon return to the bargaining unit the Teacher shall be credited with the seniority held at the time of transfer to the acting position, and in addition shall be given a seniority credit adjustment equal to the full period of the leave or acting term.
- 16.06 Upon the termination of the leave or acting assignment, the Teacher shall be returned to the bargaining unit position held by her or him prior to the transfer to the position of Vice Principal or Principal.

ARTICLE 17.0: TEACHER CLASSROOM EVALUATION

- 17.01 Performance Appraisals of all teachers shall be conducted in accordance with the ***Education Act*** and its Regulations as amended from time to time; however, it is agreed that the conduct of performance appraisals cannot create a difference between the parties or be the subject of a grievance except as set out in 17.03 below.

- 17.02 The Board shall consult with the bargaining unit regarding any new policies or operating procedures relating to performance appraisals.
- 17.03 The conduct of a performance appraisal may be the subject of a grievance only where, as a result of the appraisal of the teacher, the teacher is placed "On Review". Where such a grievance is filed, the entire evaluation process may be challenged notwithstanding the time limits in Article 19. (Grievance/Arbitration Procedure).

ARTICLE 18.0: DEMOTION & DISMISSAL

- 18.01 No non-probationary teacher shall be disciplined or discharged without just cause. The employment of probationary teachers may be terminated for any reason provided that the Board does not act in bad faith.
- 18.02 The recommendation to the Board for demotion, discipline, or dismissal of a teacher shall come from the Principal and the Director.

ARTICLE 19.0: GRIEVANCE / ARBITRATION PROCEDURE

19.01 Definition:

- a) A "grievance" shall be defined as any dispute involving the application, administration, interpretation or alleged violation of this collective agreement, between the Teacher, group of Teachers or The Union and the Board.
- b) A "party" shall be defined as:
- i) The Union;
 - ii) the Board
- c) "Days" shall mean school days unless otherwise indicated.
- d) The "grievor" shall be defined as the party initiating the grievance.

19.02 Informal Stage:

Prior to initiating a formal grievance, Teachers are encouraged to attempt to resolve the problem through informal discussion with their Principal.

19.03 Formal Stage:
Step 1

- a) The Union, at the written request of a Teacher or group of Teachers desiring to submit a grievance and with the approval of The Union, shall commit the grievance to writing, setting out the facts of the grievance together with the

provisions of the Agreement claimed to have been violated and indicating the relief sought and signed by the grievor(s) and/or The Union as the case may be and shall deliver the same simultaneously to the Principal within twenty (20) days from the time of the occurrence of the circumstances giving rise to the grievance or when the Teacher ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.

- b) The Principal or designate, shall meet with the grievor(s) and the representative(s) within ten (10) days from the receipt of the grievance. The Principal or designate shall forward the written decision to The Union within five (5) days of such meeting.

Step 2

- a) Failing settlement at Step 1, the grievor(s) and/or The Union shall submit the grievance, in writing, to the Director or designate within five (5) days of receiving the decision at Step 1.
- b) The Director or designate shall meet with the grievor(s) and The Union representative(s) within ten (10) days from the receipt of the grievance. The Director or designate shall forward a written decision to The Union within five (5) days of such meeting.

Step 3

If no settlement is reached, The Union may submit the grievance to arbitration within ten (10) days of receipt of the response as follows:

- a) Arbitration: When both parties agree, a grievance may be submitted to a single arbitrator. Notification shall be provided in writing to the other party indicating the name of the arbitrator. Within five (5) working days thereafter, the other party shall respond in writing indicating their agreement to the arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.
- b) Decision of the Arbitrator: An arbitrator shall give a decision within thirty (30) calendar days, or as soon as possible after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the parties and upon any Teacher(s) affected by it.
- c) Board of Arbitration: When either party requests that a grievance be submitted to a Board of Arbitration, the request shall be conveyed in writing to the other party indicating the name of an appointee to the Arbitration Board. The recipient of the notice shall within five (5) working days of the appointment of the second of them, appoint a third person who shall be the chair. If the two (2) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall

be made by the Minister of Labour of Ontario upon the request of either party.

- d) Decision of the Board of Arbitration: An arbitration board shall give a decision within thirty (30) calendar days, or as soon as possible after hearings on the matter submitted to arbitration are concluded. The decision of the board of arbitration shall be final and binding and enforceable on all parties.
- e) Powers of the Board of Arbitration: An arbitrator or an arbitration board, as the case may be, has the powers of an arbitrator or arbitration board under the *Labour Relations Act*.
- f) Expenses of the Arbitration or Board of Arbitration: Both parties agree to pay one-half (50%) of the fees and expenses of the single arbitrator. In the case of an arbitration board, the parties agree to pay the fees and expenses of their respective appointees and one-half (50%) of the fees and expenses of the chair of the arbitration board.
- g) 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 not be filed where the subject matter of the grievance has been filed as an individual grievance. Such policy grievance shall be presented at Step 2 to The Union or the Director of Education and must be filed within twenty (20) days of the occurrence of the circumstances giving rise to the grievance or when The Union or the Board ought reasonably to have become aware of the circumstances giving rise to the grievance under this Collective Agreement.
- h) Grievance Mediation:
 - a) At any stage in the grievance procedure, the parties by mutual consent in writing may elect to resolve the grievance by using grievance mediation. The parties shall agree on the individual to be the mediator and the time frame in which a resolution is to be reached.
 - b) The time lines outlined in the grievance procedure shall be frozen at the time the parties mutually agreed in writing to use the grievance mediation procedure. Upon written notification of either party to the other party indicating the grievance mediation is terminated, the time lines in the grievance procedure shall continue from the point at which they were frozen.
- i) Other:
 - a) All time limits herein for the grievance and arbitration procedure are mandatory and may be extended only upon written consent of the parties.
 - b) If the grievor or The Union fails to act within the time limits set out at any of the

stages or steps of the grievance or arbitration procedure, the grievance will be considered abandoned. If the Board or its representatives fails to reply to a grievance within the time limits set out at any of the stages or steps of the grievance or arbitration procedure, the grievor may submit his/her grievance to the next step of the procedure.

- c) One or more steps in the grievance procedure may be omitted upon the written consent of the parties.
- d) 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.
- e) There shall be no reprisals of any kind taken against any Teacher because of the Teacher's participation in the grievance or arbitration procedure under this Agreement.

ARTICLE 20.0: HEALTH AND SAFETY

- 20.01 Health and Safety shall be governed by the applicable provisions of the *Occupational Health and Safety Act*.
- 20.02 Training required by the *Occupational Health and Safety Act* shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee.

ARTICLE 21.0: DISCRIMINATION / HARASSMENT

- 21.01 The parties agree to comply with their obligations under the Ontario Human Rights Code.

ARTICLE 22.0: MEDICAL PROCEDURES

- 22.01 No teacher shall be required 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 of injury or liability for negligence. A teacher shall respond to a medical emergency involving a pupil(s) in a responsible manner.

ARTICLE 23.0: WORKING CONDITIONS

- 23.01 Each teacher shall be entitled to a forty (40) minute lunch break free from instruction.
- 23.02 Unless otherwise required by law, during the currency of this collective agreement the school year shall include 194 school days of which four (4) shall be designated as Professional Activity Days.

23.03 Teachers shall be scheduled 140 minutes preparation time for each five instructional days on average during the school year.

Effective September 1, 2003 teachers shall be scheduled 150 minutes preparation time for each five instructional days on average during the school year.

23.04 Where only part of a combined grade class is participating in a Provincially mandated test, the Principal shall endeavour to arrange for coverage for those students not participating in the test.

ARTICLE 24.0: CUMULATIVE SICK LEAVE

24.01 Subject to Articles 24.05, 24.06 and 24.07, as of June 30th of each year, cumulative sick leave credits shall be placed to the credit of each Teacher on staff equal to twenty (20) days sick leave minus the number of days absent during the year on account of illness.

24.02 Each Teacher shall be entitled to accumulate sick leave credits to a maximum of 250 days.

24.03 By October 30th of each year, each Teacher on staff shall be provided with a statement of the number of sick leave credits accumulated to June 30th of the prior school year.

24.04 All Teachers, after commencement of their duties each year, shall receive full pay for up to twenty (20) days of absence due to illness or injury during the school year. The Teacher's cumulative sick leave reserve will be drawn upon to the extent that the number of days lost through illness or injury in any year exceeds twenty (20).

24.05 In computing sick leave credits for a partial year, only full months of employment will be used. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive days.

24.06 Teachers employed for a partial year shall receive two (2) sick leave credits for each full month of employment. A full month of employment is one in which the Teacher teaches for at least ten (10) consecutive days.

24.07 The number of sick days credited to a part-time Teacher for the year shall be in the same proportion as his or her teaching time is to a full teaching year.

24.08 Every period of absence is to be reported by all teaching personnel by notifying the person designated by the Board as soon as possible.

24.09 The Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner, for absences of five (5) consecutive school days or more due to sickness, physical and/or mental disability.

- 24.10 For absences greater than ten (10) or more consecutive school days, due to sickness, physical and/or mental disability, the Board may require a Teacher to submit a certificate from a qualified medical or dental practitioner of the Board's choice. The Board may require a Teacher to sign a consent to release a detailed report from his/her own physician or dental practitioner to a physician or dental practitioner of the Board's choice and agree to be examined by the physician or dental practitioner of the Board's choice. Any costs incurred in obtaining the medical reports or for the appointment will be paid by the Board.
- 24.11 Should a Teacher totally exhaust his/her sick leave credits and be unable to return to work, the Board may grant the Teacher a leave of absence without pay for the remainder of the school year. The Board may grant further leaves of absence of up to one school year at a time upon a review of the Teacher's condition and prognosis. The Board may require the Teacher to submit to an examination by a physician appointed by the Board as part of this review.
- 24.12 Subject to the maximum set out in Paragraph 24.02 , a teacher transferring directly from another Board shall be credited with the number of days of sick leave credits which the employee had to his/her credit with the previous Board.
- 24.13 Retirement Gratuity:
- 24.13.01 Upon superannuating on a bona fide Ontario Teachers' Pension Plan pension or taking the commuted value of his/her pension within twelve (12) months of retirement from employment with the Superior-Greenstone District School Board, subsequent to five years continuous service with the Board, the teacher shall receive a retirement gratuity, providing one year's notice is given of the intent to retire. Where such notice is not given the Board may withhold payment until the following budget year.
- 24.13.02 When a teacher becomes entitled to receive a gratuity under this Article, the Board shall so inform that teacher in a letter of the form attached as Schedule A to this Agreement. The Board shall allow the teacher at least thirty days after receipt of such notice to provide written instructions as to the method of payment. If no instructions are received, the payment will be made either by cheque or directly to the teacher's account.
- 24.13.03 This retirement gratuity is:
- a) calculated at the rate of 6% of accumulated sick leave after the first five years;
 - b) increased by 2% per year thereafter to a maximum of 50%;

c) calculated on the past year's salary.

In the event of the death of a teacher while employed by the Board, any retirement gratuity payable will be paid to the teacher's estate or assigned beneficiary.

Any teacher accepting this gratuity forfeits all of his/her accumulated sick leave credits as per the following example:

Applicable provisions of Board Salary Agreement:

- sick leave accumulates 20 days per year to a maximum of 225 days
- retirement gratuity is 6% of accumulated sick leave after five years service
- retirement gratuity increases by 2% of accumulated sick leave in the 6th and subsequent years until a maximum of 50% is reached
- the gratuity is calculated on the past year's salary which would ordinarily be the September-June salary for the school year immediately preceding retirement, or the calendar year's salary if retirement occurred on December 31st.

Example:

A teacher has taught for the Board for 12 years, has a salary of \$70,660 in the last year of employment, and a sick leave accumulated total of 180 days.

Calculation:

12 years	=	20%
20% of 180 days	=	36 days
Daily rate of pay	=	$\frac{70,660}{200} = \$353$
Amount of Retirement Gratuity	=	36 days X 353
	=	\$12,708

(subject to usual deductions of income tax, etc.)

24.14 Group Life and Welfare Plans:

- a) The Board shall contribute 100% towards the premium costs for all benefits listed below with the exception of the LTD benefit. Employees shall pay the remaining premium costs through payroll deduction. Employees shall pay 100% of the premium costs for LTD.

1. Life insurance for the employee equal to \$275,000. convertible
2. Dependent Life Insurance:
 - a) Spouse \$ 20,000.
 - b) Each Child \$ 10,000.
3. Long Term Disability Insurance with a 90 calendar day waiting period.
4. Accidental Death and Dismemberment equal to \$275,000.
5. Medical Insurance (drugs deductible), excess Doctors' fees, private hospital accommodation where available, vision care, etc.

Vision Care Maximum:	\$275.00 /12mths
Hearing Aids:	\$1,000.00/5 years
Chiropractic fees in excess of Provincial Health Care Coverage.	

6. Dental Benefit Plan (Fee Schedule is to be kept up-to-date.)

Annual Plan 7 Ryder I combined Maximum	\$ 2,500.
Ryder 2&4 Annual Maximum	\$ 3,000.
Ryder 3 Life Maximum	\$ 3,000.

b) The Board reserves the right to negotiate with an insurer of its own choice. No change in the Master Plan will take place without prior discussion with the local Affiliate. The Master Plans are not part of this collective agreement. The Board's sole obligation shall be to make a contribution towards the premium costs of the benefits.

(1, 3 and 4 above are conditions of employment)

c) Retired Teachers

All teachers retiring after August 31, 1992 will have the option to continue in the Board's Extended Health and Dental Insurance plans. The participant is responsible for 100% of the premium costs for these plans. Payments are to be made in two instalments on September 1st and March 1st. The onus is upon the participant to ensure payment is received by the Board on time. Failure to meet the above deadlines will result in automatic cancellation of the benefits. The Board will send notice of the required premium 30 days prior to the due date to the address of last record. The coverage is non-transferable upon death of the retired teacher and will not be extended beyond the month the teacher turns 65 years of age.

d) Any changes to this benefit package caused by negotiation of this agreement will become effective the first day of the third month after date of signing this collective

agreement. Current benefits will continue until agreement is signed (with the exception of strike action).

- e) In view of the Board's contribution to the above benefit plan, the employees' share of the E.I. rebate shall be retained by the Board.

ARTICLE 25.0: LEAVES OF ABSENCE

25.01 A Short or Long Term Leave of Absence Without Salary and benefits or sick leave credits may be granted by the Board for up to one (1) year upon the recommendation of the Director of Education. The teacher will be provided a teaching position in his/her home school for which he or she is qualified upon his or her return from the leave subject to the staff reduction provisions of this agreement. For leaves of more than 20 school days the teacher will be responsible, for the full period of the leave, for the full premium costs of all group life and welfare plans in which the teacher is participating.

25.02 Special Compassionate Leave of up to five (5) days in any school year without loss of salary or benefits may be granted at the discretion of the Principal. Reasons for such leave may include severe illness in the immediate family, absence for the purpose of seeking medical attention for dependants, or arrival home of a newborn or adoptive child.

25.03 Bereavement Leave

For death in the immediate family the teacher is permitted to be absent without loss of pay or benefits or of sick leave credits for a period of up to but not exceeding five (5) school days. When used herein, immediate family includes father, mother, father-in-law, mother-in-law, spouse (which includes common-law or same sex relationships), son, daughter, sister, brother, sister-in-law, brother-in-law, grandparents, grandchildren, legal guardian, son-in-law, daughter-in-law. The first such day is to be within two days of the day of death.

25.04 School Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted a teacher while on approved school business.

25.05 Medical Quarantine

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted a teacher for a period of quarantine, when declared by the Medical Officer of Health or designate.

25.06 Jury/Witness Duty

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted a teacher for Jury Duty, or when a subpoena is issued by court order to an employee who is not a party to a court charge.

25.07 Federation Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted according to the following:

- a) At the request of the District Executive, the Principal shall grant a teacher a leave of absence to permit punctual attendance at ETFO workshops and meetings. Leave of absence granted under this section will not exceed in the aggregate, twenty five (25) days during the school year per school.
- b) At the request of the District President, the Director shall grant the District President a leave of absence for up to one school year.
- c) ETFO shall reimburse the Board for any replacement costs (supply teachers salary and benefits, CPP, EI, EHT, WSIB) incurred by the Board in granting the leaves described in Paragraph (a) . ETFO shall reimburse the Board for the cost of the salary and benefits of the District President during the leave described in Paragraph (b).

25.08 Adverse Weather Conditions

- a) Under adverse weather conditions a teacher shall make an individual decision on the matter of whether it is safe to travel to work. A teacher who is unable to reach his/her school may, instead, travel to the nearest elementary school and perform the duties assigned by the Principal of that school.
- b) Where a personal decision is made to remain at home the teacher shall report this decision to his/her Principal immediately and provide reason (s) thereof. In this case, the teacher shall be granted a leave of absence without pay or may use a Personal Leave Day if one is available

25.09 Personal Leave Days

Each teacher shall be allowed up to three personal leave days each school year. The days are to be taken with the approval of the principal.

ARTICLE 26.0: PART-TIME

- 26.01 A Teacher who is currently teaching full-time, may apply for a part-time teaching assignment and a corresponding leave. A part-time teaching assignment with a corresponding leave, which is subject to the general leave of absence provisions of

this agreement, may be granted at the discretion of the Board. Where the leave is granted, the teacher's sick leave days and the employer's contribution to his/her benefit premiums shall be pro-rated.

ARTICLE 27.0: PREGNANCY AND PARENTAL LEAVE

- 27.01 Pregnancy and parental leaves shall be in accordance with the *Employment Standards Act*. The current, relevant provisions of the *Act* are appended to this Collective Agreement.
- 27.02 Upon application from a Teacher on pregnancy or parental leave, the Board may grant an extension to the leave of up to two (2) school years. The extended leave must terminate on the day immediately preceding the first day of school or on the first teaching day in January. The return date shall be clearly stated prior to the commencement of the leave.
- 27.03 The Teacher shall be eligible to remain in the Benefits Group. For the period of the leave in excess of the statutory portion of the leave the Teacher shall pay 100% of the premium costs and shall not accumulate sick leave credits or teaching experience.
- 27.04 Subject to the approval of Canada Customs and Revenue Agency, the Board will pay the teacher who qualifies for pregnancy/parental leave as outlined in this article the equivalent of 100% of the teacher's salary for the two (2) week waiting period. Weekly salary is calculated as follows: Annual Grid salary plus allowances divided by 194 days multiplied by 5.

ARTICLE 28.0: TEACHER-FUNDED LEAVE

28.01 Preamble

The Superior-Greenstone District School Board and ETFO assume no responsibility for any consequences arising out of this plan related to effects on Teachers' Pension Plan provisions, income tax arrangements, Employment Insurance, the Canada Pension Plan or any other liabilities incurred by a Teacher as a result of participation in this plan.

28.02 Description

- 28.02.01 This Teacher-funded leave plan is developed to afford Teachers the opportunity of taking a leave of absence through deferral of salary to finance the leave.

28.03 Application

- 28.03.01 A Teacher must make written application to the Director of Education on or before January 31st requesting permission to participate in the plan commencing in September of the same Calendar Year.

28.03.02 Written acceptance, or refusal, of the Teacher's request, with explanations, will be forwarded to the Teacher by April 1st in the school year in which the request is made.

28.03.03 Approval of individual requests to participate in the plan shall rest solely with the Board.

28.04 Pay Deduction Formula and Leave of Absence

28.04.01 In each year of the plan preceding the year of leave a teacher will be paid a reduced per centum of his/her proper grid salary and applicable allowances. The remaining per centum of annual salary will be deferred and this accumulated amount, plus interest earned, shall be retained for the Teacher by the Board in a True Savings Account at the Board's Bank.

a) OR, with the approval of the Board, a Teacher may elect some alternate method of funding his/her leave.

b) Federation fees and superannuation deductions will be at the direction of the appropriate agency.

28.04.03 While a Teacher is enrolled in the plan, and not on leave, any benefits tied to salary shall be structured according to the salary the Teacher would have received had he/she not been enrolled in the plan.

28.04.03 A Teacher's benefits under Article 25.14 will be maintained by the Board during his/her leave of absence, however, the premium costs of the benefits shall be entirely paid by the Teacher during the year of absence at the Board's group rates.

28.04.04 While on leave, any benefits tied to salary level shall be structured according to the salary the Teacher would have received in the year prior to taking the leave had he/she not been enrolled in the plan, or according to the salary the Teacher would receive in that year if he/she was not enrolled in the plan, at the option of the Teacher.

28.04.05 Where the benefits are not a condition of employment, a participant may choose to opt out in the year of his/her leave.

28.04.06 A Teacher may apply to take his/her leave in other than the final year of this plan, if mutually agreed to by the Teacher and the Board.

28.05 Terms Reference

28.05.01 On return from a leave a Teacher will be assigned to his same position or, if due

to declining enrolment patterns said position no longer exists, the Teacher will be governed by the appropriate terms of this Agreement.

- 28.05.02 Sick leave credits will not be accumulated during the year spent on leave.
- 28.05.03 Teachers declared redundant will not be eligible for this plan.
- a) A Teacher enrolled in this plan who has been declared redundant shall be paid any monies deferred plus interest accrued to the date of withdrawal from the plan in accordance with Clause 28.05.04 below.
- 28.05.04 Repayment shall be made as per Agreement between the Teacher and the Board.
- 28.05.05 Teachers' Pension Plan deductions are to be continued as provided by the current ruling of the Teachers' Pension Plan Board.
- 28.05.06 A Teacher may withdraw from the plan at any time prior to March 1st of the calendar year in which his/her leave is to be taken. Any exceptions to the aforesaid shall be at the discretion of the Board. Repayment shall be as per Clauses 28.05.03(a) and 28.05.04 above.
- 28.05.07 In the event that a qualified replacement cannot be hired by May 15th of the calendar year in which the leave is to be taken by a Teacher who has been granted a leave, the Board may defer the year of the leave. In this instance, the Teacher may choose to remain in the plan and/or receive payment upon withdrawal as provided.
- a) Should Clause 28.05.07 result in a leave of absence being taken past the final year of the individual's plan, any monies accumulated by the terminal date of his/her plan will continue at the discretion of the Teacher, to accumulate interest until the leave of absence is granted.
- 28.05.08 Should a Teacher die while participating in this plan, any monies accumulated, plus interest accrued at the time of death, will be paid to the Teacher's estate.
- 28.05.09 All Teachers wishing to participate in the plan shall be required to sign an agreement supplied by the Board before final approval for participation will be granted.
- 28.05.10 The year of leave shall not be recognized for salary calculation purposes.
- 28.05.11 Seniority shall accumulate during the year of leave.
- 28.05.12 The year of leave shall not be calculated in the determination of any retirement gratuity.

ARTICLE 29.0: EARLY RETIREMENT INCENTIVE PLAN 1

The Board shall provide an Early Retirement incentive for all teachers.

29.01 Purpose

The purpose of the plan is to enable Elementary Teachers to retire earlier than the mandatory retiring age of 65.

It is understood by all parties to this Agreement that the Early Retirement Incentive Plan (E.R.I.P.) is intended to be:

- 1) a cost-saving device for the Board; and
- 2) a benefit to the teacher(s).

29.02 Eligibility

Each member of the Branch Affiliate who

- has 12 or more years of continuous service with the Superior-Greenstone District School Board credited under the Teacher's Superannuation Act, and
- is age 53 years or older

.... shall qualify for payment(s) under the Early Retirement Incentive Plan.

Teachers shall forward to the director (or designate)

- a written application for payment under the E.R.I.P.; and
- proof of age; and
- proof of service achieved under the Teacher's Superannuation Commission; and,
- a written resignation in which effective date of resignation and retirement is clearly stated.

Applications must be received on or before March 31st for effective separation on August 31st of the same school year.

29.03 Conditions

The granting to any teacher of such financial incentive as provided in the E.R.I.P. will be determined by the following conditions:

- 1) Once the resignation is effective, the Teacher is no longer an employee of the Board and is not eligible for any employee benefits (with the exception

of those outlined in Section 24.14.(c) and any outstanding Retirement Gratuity owing), and

- 2) The recipient agrees to defer receipt of retirement gratuity until the following calendar year after the E.R.I.P. payment unless otherwise mutually agreed.

29.04 Payments

The total incentive payments in any one year shall be capped at an amount equal to the savings the Board realizes through staff replacement due to retirements.

Should the retiree not be replaced due to redundancy or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

Once staffing has been finalized for the school year following effective date of retirement, the E.R.I.P. payment to the applicant(s) will be determined. Teachers will be notified no later than September 15th of the year of retirement.

The maximum possible incentive for any given year shall be calculated as follows, subject to the capping provisions outlined above. In the event that the total savings realized is not equal to the maximum allowed below, payments will be determined on a pro-rated sharing ratio.

i.e.
$$\frac{\text{maximum allowance per retiree}}{\text{sum of maximum allowance for all retirees}}$$

Example: Assume A4 Maximum to be \$70,660, three (3) Teachers Retiring as follows:

- 1) 1 at age 55 with maximum allowance \$26,851 (70,660 x .38)
- 2) 1 at age 60 with maximum allowance \$12,012 (70,660 x .17)
- 3) 1 at age 64 with maximum allowance \$1,413 (70,660 x .02)

Assuming the cap was less than \$40,276, the three retirees would share the cap as follows:

- 1) $\frac{26,851}{40,276} = 66.7\%$
 - 2) $\frac{12,012}{40,276} = 29.8\%$
 - 3) $\frac{1,413}{40,276} = 3.5\%$
- 100.0%

<u>Age</u>	<u>Index Table</u>
55or less	.38
56	.34
57	.30
58	.25
59	.21
60	.17
61	.13
62	.08
63	.06
64	.02

Payment shall be a one-time, lump sum payment made on the first school day in January of the calendar year next following the year of separation unless otherwise mutually agreed. Payments are indexed to Category IV maximum.

Should the retiree not be replaced due to redundancy or should the retiree be replaced by a person within the Board the savings would be determined as the difference between the retiring teacher's salary and the least senior teacher's salary.

ARTICLE 30.0: PRINCIPAL'S ASSISTANTS

30.01 One teacher shall be appointed as the Principal's Assistant in the following schools and shall receive the applicable annual allowance:

Terrace Bay Public, Schreiber Public, B. A. Parker Public, Marjorie Mills Public:

Effective:	September 2000	\$3,234.00
Effective:	September 2001	\$3,347.00

Manitouwadge Public, Beardmore Public, Red Rock Public, Dorion Public, George O'Neill Public:

Effective:	September 2000	\$1,553.00
Effective:	September 2001	\$1,607.00

Effective September 1, 2003 one teacher shall be appointed as the Principal Assistant in each school and shall receive an annual allowance of \$2,450.00

The Principal's Assistant shall act as the Teacher in charge of the school when the Principal is absent, and shall be released from classroom duties when, in the opinion of the principal, such release is necessary in order for the teacher to discharge effectively the responsibilities of Teacher in charge of the school.

- 30.02 Article 16.0 (Interim Positions & Special Assignments) shall not apply to the Principal's Assistant unless he/she acts for an absent principal for more than fifteen (15) full consecutive instructional days.
- 30.03 No teacher shall be appointed to the position of Principal's Assistant without his/her consent. This does not preclude the principal from appointing a Teacher as Teacher in charge of the school in the absence of a Principal's Assistant

ARTICLE 31.0: LIAISON COMMITTEE

- 31.01 In order to provide a forum for the discussion of areas of mutual interest, the parties agree to form a committee composed of up to three (3) representatives of each party. The committee shall meet at the request of either party.

ARTICLE 32.0: DURATION AND RENEWAL

- 32.01 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, no earlier than May 1, 2002 that it desires to negotiate with a view to renewal, with or without modifications of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 32.02 If either party gives notice of its desire to negotiate amendments in accordance with Article 32.01, the parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement, in accordance with the *Ontario Labour Relations Act*.
- 32.03 The party, giving notice of a desire to negotiate amendments, shall furnish the other party with information concerning the nature of any amendments it seeks, at least five (5) days before negotiations commence.

ARTICLE 33.0: CRIMINAL RECORDS CHECKS

- 33.01 The Board shall pay the cost of the first criminal record check required in respect of an incumbent teacher in 2003, provided the teacher participates in the process operated by the Ontario Education Services Corporation.
- 33.02 Access to and the use and disclosure of records and information (including offence declarations and CPIC records) obtained pursuant to Regulation 521/01 of the Education Act shall be consistent with the provisions of the Municipal Freedom of Information and the Protection of Privacy Act. Normal, daily access to such records and information shall be limited to the Coordinator of Human Resources and those persons designated by the Director of Education. The Coordinator shall advise the bargaining unit President of the names of those so designated. Such personnel shall not be members of the bargaining unit.

DATED AND SIGNED,

THIS ____ DAY OF March, 2003 AT MARATHON, ONTARIO

SIGNING FOR THE BOARD:

SIGNING FOR THE TEACHERS:

CHAIR OF THE BOARD

PRESIDENT, ETFO

CHAIR OF THE BOARD
NEGOTIATING COMMITTEE

CHAIR OF THE TEACHERS'
NEGOTIATING COMMITTEE

APPENDIX A PREGNANCY & PARENTAL LEAVE

Pregnancy leave is a right that enables pregnant women to take 17 weeks of unpaid leave from work. They may choose to take less time or, in special cases, the leave may be longer.

Parental leave is a right that enables natural and other new parents up to 18 weeks of unpaid leave from work when a baby or child first comes into their care. Both parents are entitled to this leave. Parental leave is not part of pregnancy leave. A birth mother can take both pregnancy leave and parental leave for a total of 35 weeks off work.

Both parents can be on leave at the same time. This means that a natural father could take parental leave at the same time the mother is on pregnancy or parental leave.

***Note:** If your staff have questions about Employment Insurance benefits while on leave, they should contact the Canada Employment Centres for information.*

Pregnancy Leave

Qualifications

For your employee to be eligible for pregnancy leave, you must have hired her at least 13 weeks before the date her baby is expected to be born. This is called the "due date".

Your employee's eligibility depends on the due date C not the date the baby is actually born.

For example, a woman may begin a job with you and her due date is in 15 weeks, but the child is born 12 weeks after she starts her new job. She is still eligible for pregnancy leave because her due date was at least 13 weeks after she started the new job.

Both the part-time and full-time employees qualify for pregnancy leave.

Start and length of leave

Your employees can start her pregnancy leave any time during the 17 weeks before her baby is due. As to when the leave starts, that decision is hers to make - not yours.

She can plan to work right up until her due date, but no later. If the baby is born earlier, her leave starts on the day the child was born. Her pregnancy leave will end 17 weeks later and she must take it all at one time.

You cannot make your employee start her leave if she is sick, even if the illness is caused by her pregnancy.

Notice

At least two weeks before she plans to start her pregnancy leave, your employee has to give you a letter that tells you what her plans are. This is called a "written notice".

In this notice she must tell you the date she plans to begin her pregnancy leave. She must also include a letter from her doctor telling you when her baby is due.

She may also tell you the date she plans to return to work, though this is not required by law. If she doesn't give this date, you can assume that she is taking the full 17 weeks' pregnancy leave.

She does not lose her right to pregnancy leave if she does not give you the required notice. This may happen if she doesn't know about the need to give you written notice or she hasn't had the chance to give it to you because the baby is premature or she has to leave work suddenly.

Parental Leave

Qualifications

Both parents, father and mother, are each entitled to take 18 weeks' parental leave.

A "parent" is a man or woman who:

- is the natural parent of a child;
- adopts a child;
- becomes a step-parent;
- is in a long-lasting relationship with the child's other parent and intends to treat the child as his or her own. This also applies to same-sex couples.

For an employee to be eligible for parental leave, you must have hired them at least 13 weeks before the date their leave is expected to start. Both part-time and full-time employees qualify for parental leave.

Start and length of leave

A mother's parental leave usually starts when her pregnancy leave ends. But if her baby is not yet in her care when her pregnancy leave ends (for example, the child is still in the hospital), she may start her parental leave after the child comes home and into her care.

A natural father, adopting parent or a step-parent will decide when to take parental leave. They must start parental leave no later than 35 weeks after:

- the baby is born;
- or
- the child first comes into their custody, care or control.

Parental leave must be taken all at one time.

Written notice

At least two weeks before an employee plans to start parental leave, they have to give you a letter telling you what their plans are.

The notice should give the date that they plan to start the parental leave. Your employee may also tell you when they plan to return to work, though this is not required by law. If you are not given this date, you should assume that your employee will take the full 18 weeks of parental leave.

Please note, a natural mother can tell you about her plans to take both pregnancy and parental leave in the same letter. Or she may choose to give you written notice for parental leave two weeks before the end of the pregnancy leave.

If an employee does not give you the required notice, they do not lose the right to parental leave. For example, this may happen if a child is born prematurely or an adoptive child arrives sooner than expected. In either case the parent would not have the opportunity to give you the required notice.

SCHEDULE 'A'

SUPERIOR-GREENSTONE DISTRICT SCHOOL BOARD

Letterhead

Dear :

Under the terms of the Collective Agreement between the Superior-Greenstone District School Board and the Elementary Teachers' Federation of Ontario, you are entitled to a Retirement Gratuity in the amount of \$ _____.

Unless we receive written instructions from you regarding the method of payment within thirty days of your receipt of this Notice, this Gratuity will be paid directly to you, with the following deductions:

Income Tax: \$ _____;

Other: \$ _____;

The Elementary Teachers' Federation of Ontario advises that you seek advice before this gratuity is paid directly to you, as the above deductions can be avoided.

(Authorized Signature)

Letter of Understanding
-between-
The Superior-Greenstone District School Board
-and-
The Elementary Teachers' Federation of Ontario

The Board recognizes and appreciates the efforts of its teachers in providing extra-curricular activities for students. The Board believes that extra-curricular activities should remain voluntary and has no intention to treat them otherwise.