

Collective Agreement

between

The York Region District School Board

and

**The Elementary Teachers' Federation
of Ontario-York Region (ETFO-YR)**

For September 1, 2000 to August 31, 2002

The attached Agreement has been negotiated by a joint committee of the Negotiating Team of the Elementary Teachers' Federation of Ontario-York Region and the Negotiating Committee of the York Region District School Board. The term of the Agreement shall be September 1, 2000 to August 31, 2002.

For ETFO-YR

For the Board

David Clegg,
President

Mike Pratt,
Chief Negotiator

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PART A - GENERAL

A.1.0 GENERAL PURPOSE OF AGREEMENT

A.1.1 It is the general purpose of this Collective Agreement to establish the allowances, benefits and salaries as well as certain working conditions and to provide procedures for the prompt and equitable disposition of grievances, which may arise between the parties.

A.2.0 TERM AND SCOPE

A.2.1 This Collective Agreement becomes effective on September 1, 2000 and shall remain in effect until August 31, 2002 and from year to year thereafter unless notice is given by either Party pursuant to Section 59 of the Ontario Labour Relations Act.

A.2.2 Any amendments to, additions to, deletions from or deviations from this Collective Agreement shall be made in writing upon mutual consent of the parties and any such amendment, addition, deletion or deviation shall have effect from such date as shall mutually be agreed upon.

A.2.3 A party desiring to amend under A.2.2 shall give written notice to the other party to this effect. The parties shall meet within thirty (30) calendar days to determine if the other party will agree to negotiate the proposed change.

A.2.4 Notwithstanding the period of notice stipulated in Section 59(1) of the Ontario Labour Relations Act, either party may notify the other within the period of 180 days prior to the termination date of this Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.

A.2.5 All Letters of Intent, unless agreed otherwise by both parties, and all Appendices unless agreed otherwise by both parties, shall be considered part of this Collective Agreement or until such time as both parties mutually agree to the removal or amendment of said parts.

A.3.0 DEFINITION OF TERMS

A.3.1 Where a term is used in this Collective Agreement and not defined, the definition shall be as found in the Acts and Regulations and amendments pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this Collective Agreement.

A.3.2 “Adoption Leave” means a parental leave without pay granted pursuant to the *Employment Standards Act R.S.O. 1990, c.E.14*.

A.3.3. “Board” means York Region District School Board.

A.3.4 “Child Care Leave” means a leave of absence without pay to provide a period of time immediately following an Adoption Leave for a parent to care for a newly adopted child.

A.3.5 “College of Teachers” means the self-regulating professional body for Ontario teachers as proclaimed by Ontario Provincial Legislature July 5, 1996.

A.3.6 “Consultant” under the terms of this Collective Agreement is a teacher who has been appointed to a consultative position who assists and advises teachers in regards to programs and methods, and has responsibilities in the organization and presentation of professional development activities.

A.3.7 “Designate” means the individual or organization(s) that may be appointed by the Union or by the Director.

A.3.8 “Director” means the Director of Education and Secretary-Treasurer of the Board.

- A.3.9 “ETFO” means Elementary Teachers’ Federation of Ontario, the provincial organization.
- A.3.10 “ETFO-YR” means Elementary Teachers’ Federation of Ontario – York Region.
- A.3.11 “Faith Day” means a day of religious significance to a group or individual.
- A.3.12 “Federation” means the Ontario Teachers’ Federation.
- A.3.13 “Infant Care Leave” means a leave of absence without pay to provide a period of time, following the birth of a child for a parent to care for a newborn child.
- A.3.14 “Occasional Teacher” means a person employed by the Board and shall have the same meaning as in the *Education Quality Improvement Act (Bill 160)*.
- A.3.15 “OSSTF” means Ontario Secondary School Teachers’ Federation.
- A.3.16 “Pregnancy/Parental Leave” means a leave of absence without pay granted pursuant to the *Employment Standards Act, R.S.O. 1990, c.E.14 Part XI*.
- A.3.17 “Probationary Period” means a period of teaching with the Board for no less than two (2) years in accordance with the Education Quality Improvement Act (Bill 160).
- A.3.18 “Regulations” means the regulations pertaining to Education in the Province of Ontario which are in effect at the date of the implementation of this agreement and any amendments thereto.
- A.3.19 “Spouse” shall include married, common-law and same sex partners.

A.3.20 “Statement of Evaluation” means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario affirming that it has certified the teacher’s qualifications and has placed the teacher in a category in accordance with Programme 4, of the Qualifications Evaluation Council of Ontario.

Effective September 1, 2001:

“Statement of Evaluation” means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario affirming that it has certified the teacher’s qualifications and has placed the teacher in a category in accordance with Programme 4 or 5, of the Qualifications Evaluation Council of Ontario.

A.3.21 “Teacher” means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part X.1 Teacher as defined in *Bill 160*, and who is a statutory member of the Union, for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Union.

A.3.22 “Union” means the Elementary Teachers Federation of Ontario (ETFO).

A.4.0 RECOGNITION

A.4.1 The employer being the York Region District School Board (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.

A.4.2 The Union will inform the Board who is authorized to act at the local level on behalf of the Union. Both parties recognize the right of either party to appoint counsel to represent them as may be deemed necessary.

A.5.0 GRIEVANCE PROCEDURE

- A.5.1.1 The purpose of this Article is to establish a procedure for the settlement of grievances.
- A.5.1.2 A “grievor” shall mean the Board, a teacher or group of teachers (e.g. one school) or the Union filing a grievance.
- A.5.1.3 A “complaint” shall mean a difference in interpretation, application or alleged violation of this Collective Agreement.
- A.5.1.4 A “grievance” shall mean a complaint specified on a written grievance form or a grievance under the provisions of A.5.5.
- A.5.2 Any grievor who has a complaint may discuss his/her complaint informally with his /her principal or immediate supervisor. This does not preclude the grievor’s right to consult with the Executive of the appropriate Union or its designate before taking any action. Such a complaint shall be brought to the attention of the principal or immediate supervisor within ten (10) instructional days of the incident giving rise to the complaint or within ten (10) instructional days when the grievor ought reasonably to have become aware of the incident. The principal or immediate supervisor shall state his/her decision verbally within five (5) instructional days of receiving the complaint.

A.5.3 Step 1:

Should the complaint be unresolved, the grievor may refer such matter in writing on a prescribed complaint form to the Coordinator – Labour Relations or Director's designate within ten (10) instructional days of receipt of the reply of the principal (or immediate supervisor) to the complaint. The complaint shall specify the reasons for the complaint, contain a precise statement of the facts relied upon, indicate the relief sought, and be signed by the grievor. The Coordinator – Labour Relations or Director's designate shall answer the complaint in writing directly to the grievor within ten (10) instructional days of receipt of the complaint form.

Either party can request that a meeting take place prior to a reply being given at Step 1. The meeting will include the grievor, the Union Representative, the Coordinator – Labour Relations or Director's designate and the principal and/or his/her designate.

A.5.4 Step 2:

If no resolution is reached at Step 1, the grievor, representatives of the Union or their designate and representatives of the Board shall meet within fifteen (15) instructional days of receipt of the reply of the Coordinator – Labour Relations or Director's designate to discuss the grievance before the Grievance Panel of Trustees. When the Grievance Panel of Trustees meets to make their decision, no grievor or other participant in the discussion shall be present. If the grievance is not settled within five (5) instructional days, it may be referred to arbitration as provided in Article A.6.0.

- A.5.5 The Board or the Union or its designate may initiate a grievance beginning at Step 2 of the Grievance Procedure. Such grievance shall be filed within ten (10) instructional days of the incident giving rise to the complaint or circumstances giving rise to the grievance having come or ought to have come to the attention of the grievor and be in the form prescribed in Step 1. Any such grievance may be referred to arbitration under A.6.0 by either the Union or its designate in the case of a Union grievance or the Board in the case of a Board grievance.
- A.5.6 One or more of the steps in the grievance procedure may be omitted by the written consent of the Union or its designate and the Board in respect of the processing of a particular grievance.
- A.5.7 Teachers and the Union or its designate are required to follow the procedures laid down in this Article in respect of a complaint or a grievance, and if the Union or its designate or any teacher(s), as the case may be, appeals directly to any Trustee of the Board, all rights under this Article shall be forfeited.
- A.5.8 Any complaint or grievance that is not commenced or carried through to the next stage of the grievance procedure within the time specified in the procedure shall be deemed to have been dropped.
- A.5.9 However, time limits specified in the procedure may be extended by mutual agreement in writing between the Board and the Union or its designate.
- A.5.10 Parties to the grievance shall furnish each other with all pertinent information relevant to the grievance.

- A.5.11 None of the parties to this Collective Agreement shall deprive a teacher of his/her right to negotiate and process any grievance pursuant to the provisions of this Article with the assistance of the appropriate Union representative.
- A.5.12 Notwithstanding A.5.11, a teacher shall have the right to negotiate and process any grievance pursuant to the provisions of this Article without the assistance of the appropriate Union or its designate.
- A.5.13 Notwithstanding A.6.1 no teacher can proceed to arbitration without a referral from his/her Union.
- A.5.14 Once a grievance procedure has been exhausted, 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 appointed as the mediator. The timelines of the grievance procedure shall be frozen at the time the parties mutually agree to the mediation procedure.

A.6.0 ARBITRATION

- A.6.1 Where a difference arises between the parties relating to the grievance including any question as to whether a matter is arbitrable, either party may, after exhausting any Grievance Procedure established by this Collective Agreement, notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the party's appointee to an Arbitration Board and shall be delivered to the other within fifteen (15) instructional days of the reply under Step 2. The recipient party shall, within ten (10) instructional days, advise the other of the name of its appointee to the Arbitration Board.

A.6.2 The two (2) appointees shall, within five (5) instructional days of the appointment of the second of them or at a time mutually agreed upon, appoint a third person who shall be the Chairperson.

If the recipient of the notice in A.6.1 fails to appoint an arbitrator, or if the two (2) appointees fail to agree upon a Chairperson within the time limit, either party may request the Ontario Labour Relations Board to make the required appointment. The Arbitration Board shall hear and determine the grievance and shall issue a decision, and the decision shall be final and binding upon the parties and any employer or employee affected by it. The decision of the majority shall be the decision of the Arbitration Board, but if there is no majority the decision of the Chairperson shall be the decision of the Arbitration Board.

A.6.3 Either party may request that a grievance be submitted to a single arbitrator. The request shall be conveyed in writing to the other party in the notice of intent to proceed to arbitration and will include the name of the arbitrator being suggested. Such notice shall be delivered within fifteen (15) instructional days under Step 2. The other party, upon receipt of such notice, will respond within ten (10) instructional days in writing indicating their agreement of the arbitrator being suggested or suggesting another arbitrator. If the parties cannot agree to an arbitrator within five (5) instructional days, either party may request the Minister of Labour to appoint a single arbitrator.

A.6.4 Each of the parties shall bear the expenses of its own appointee to the Arbitration Board and one-half (1/2) of the expenses of the Chairperson of the Arbitration Board or one-half (1/2) of the expense of a single arbitrator.

- A.6.5 No person may be appointed as the Chair of the Arbitration Board or as a single arbitrator who has been involved in an attempt to negotiate or settle the grievance.
- A.6.6 The Arbitration Board or a single arbitrator shall not be authorized to make any decision inconsistent with any Statute of the Province of Ontario or a regulation thereunder or the provisions of this Collective Agreement, nor to alter, modify, or amend any part of this Collective Agreement.
- A.6.7 The powers of an Arbitration Board/Single Arbitrator shall be the powers established under the *Ontario Labour Relations Act*.
- A.6.8 Correspondence on matters relating to the Arbitration shall be between the President of ETFO-YR or designate and the Coordinator of Labour Relations or the Director's Designate.

A.7.0 JUST CAUSE

- A.7.1 The Board shall not demote, suspend, discipline, or dismiss a teacher except for just cause.
- A.7.2 Prior to the issue of a verbal or written reprimand, suspension or discharge being delivered to a teacher, the supervisor shall inform the teacher that a meeting shall be scheduled to deliver and discuss the matter and that the teacher has the right to have his/her Union representative present at such a meeting.

A.8.0 STRIKE OR LOCKOUT

- A.8.1 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 Collective Agreement. Lockout and strike shall be as defined in the *Labour Relations Act*.

A.8.2 No teacher shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout. No teacher shall be disciplined or penalized for refusing to perform the duties of any other employee of the Board who is engaged in a strike or lockout.

A.9.0 UNION DUES AND ASSESSMENTS

A.9.1 The Board shall deduct, on a bi-weekly basis, the Union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Elementary Teachers' Federation of Ontario no later than the 15th of the month following the date on which the deductions were made.

A.9.2 Such remittance shall be accompanied by a list identifying the teachers, the employee identification number, annual salary, and the amounts deducted. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form.

A.9.3 The Union must inform the Board no later than August 31 each year concerning the amount of dues to be deducted during that school year and no changes in the dues to be deducted shall be made during that school year.

A.9.4 ETFO and/or ETFO-York Region as the case may be shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or ETFO-YR.

A.10.0 PERSONNEL FILES

- A.10.1 A teacher shall have access during normal business hours to all his/her personal data/documents maintained in his/her personnel files by the Board. The teacher or designate shall have the right to make copies of any material contained in such files.
- A.10.2 Where a teacher authorizes in writing access to her/his personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- A.10.2.1 Teachers shall receive copies of any disciplinary or evaluation materials placed in their personnel file in a timely fashion.
- A.10.2.2 If a teacher identifies in writing inaccuracies or errors in documents contained in the personnel file and/or provides notices of corrections or inaccuracies to such documents, the Board shall either confirm or amend the information and shall notify the teacher in writing, in a timely fashion, of its decision.
- A.10.3 Documents contained in a teacher's personnel file which are of a disciplinary nature shall be removed from the file not more than three (3) years after their date of issue, provided that there is no recurrence of behaviour requiring additional disciplinary action.
- A.10.4 All detailed medical information shall be maintained in a separate file by the Board's Superintendent of Employee Services or designate. Teachers' personnel files will not contain copies of medical information.

PART B – SALARY

B.1.0 SALARY GRID PLACEMENT

- B.1.1 A teacher shall be paid in the category determined by the Statement of Evaluation.
- B.1.2 The teacher has the responsibility of reporting his/her QECO rating or any change therein to the Superintendent of Employee Services. When requested by the Director or his/her designate, a teacher must produce documentation to indicate the courses/certificates used in the evaluation.
- B.1.2.1 Notwithstanding the use of QECO Programme 4 or 5 as stated in A.3.20, no teacher under contract with the Board on August 31, 1985 shall be paid on the basis of a lower category on which that teacher's salary was based at that date, while the teacher continues to be employed with the Board. No qualification may receive duplicate recognition.
- B.1.3 The maxima in the grid in B.5.2 may be exceeded only by the following:
- B.1.3.1 an allowance for appointment to a Position of Added Responsibility as stated in B.7.0;
- B.1.3.1 an allowance for an additional degree or certificate as stated in B.9.0.

B.2.0 SALARY CATEGORIES AND EXPERIENCE CREDIT

B.2.1 Step on Grid in B.5.2

Elementary or secondary school teaching experience in Ontario on a full-time basis is used to establish step on the grid. This is to be adjusted by the following:

- B.2.2 Teaching experience in other schools or other jurisdictions may be used to establish the step on the grid at the time of hiring at the discretion of the Director. A statement of equivalency from the Ontario College of Teachers shall be acceptable.
- B.2.3 Experience for part of a year will be credited at 1/10th of the yearly increment per month or major fraction thereof provided that the teaching was on a full-time basis and provided the teacher was a permanent or probationary teacher or an Long-Term Occasional Teacher with the Board or any other school board in Ontario. If such teaching was on a part-time basis the increment will be prorated. No credit shall be given under B.2.3 for experience in the current school year.
- B.2.4 At the beginning of each school year, teaching experience in fractions of years will be added to give complete steps for each ten (10) months if the experience is in York Region or has been accepted in B.2.3.
- B.2.5 Where, on the basis of reports from the principal and/or superintendent of schools the teacher is evaluated as having given service that is less than satisfactory, the teacher may be held on the same step in the grid for one year. However, the teacher shall have been:
- (i) warned in writing
 - (ii) given assistance
 - (iii) allowed reasonable time to improve
- B.2.5.1 Prior to April 30, the teacher shall be given written notice that he/she will be held on the same grid step for one year.
- B.2.5.2 A teacher already at maximum salary level who is evaluated as having given service that is less than satisfactory, may have his/her salary frozen for a period of one year subject to provisions (i), (ii), and (iii) in B.2.5. The teacher shall receive written notice of this prior to April 30.

B.2.6 The teacher who has been held on the same step on the grounds of unsatisfactory service shall be placed at the position on the grid he/she would have reached had he/she not been held on the same step should his/her service in the subsequent year be considered satisfactory.

B.2.7 Related Experience:

B.2.7.1 Related Experience means full-time experience in a trade, profession or business relevant to teaching for which credit may be given for advancement on the steps of the salary grid in B.5.2.

B.2.7.2 For consideration of related experience, a year shall be a year of employment as described in B.2.7.3. For part of a year, calculation shall be rounded to the nearest .1 of a year.

B.2.7.3 Credit for related experience shall be given by means of advancing a teacher's position on the salary grid in B.5.2. Advancement shall be granted on the basis of one step for every 2 years of related experience in a trade, profession, or business relevant to teaching, based on a 12-month year, or as a teaching assistant, based on a 10-month year. Advancement shall be granted on the basis of one step for every 1 year of experience as a teacher at a university, community college or other similar institution, based on a 10-month year.

B.2.7.4 No teacher receiving a related experience allowance shall be allowed to exceed the maximum of his/her category placement through the use of related experience.

B.2.7.5 The maximum credit that may be given for related experience is 4 years.

- B.2.7.6 Notwithstanding the above, credit shall not be given for experience used to obtain entrance to a college of education, or for twelve months of employment in the case of a 10-month year, or to related experience obtained prior to graduation from university.
- B.2.7.7 Claim for related experience shall only be made by newly hired Teachers within one (1) month of the commencement of employment.
- B.2.7.8 Related experience claims shall be evaluated by the Director or his/her designate.

B.3.0 TRANSFER AND EXCHANGE

- B.3.1 A teacher who is transferred or is assigned to the secondary panel by the Board shall, for purposes of salary calculation, including added responsibility allowance if any, and Union affiliation be considered as a “teacher” in accordance with A.4.6 of the Collective Agreement between the Board and OSSTF members in York Region.
- B.3.2 A teacher who is granted an exchange with a teacher in the secondary panel shall remain a “teacher” in accordance with A.3.19 of this Collective Agreement for a period of up to two (2) years. After the exchange the teacher shall have the right to return to the same school, subject to the Board’s surplus procedures and Article D.7.0.

B.4.0 UPGRADING QUALIFICATIONS

- B.4.1 When a teacher completes all the requirements for raising his/her salary category previous to September 1 of any year, he/she shall be paid the higher category rate subject to the provisions of this Collective Agreement, effective September 1 of that year on the condition that the new Statement of Evaluation is filed with the Board by December 31 or, if this is impossible through no fault of the teacher, that a "notice of expected change" along with an explanation of the delay in filing the new Statement of Evaluation is filed with the Board by December 1 of that year.
- B.4.2 When a teacher completes all the requirements for raising his/her salary category previous to January 1 of any year, he/she shall be paid the higher category rate subject to the provisions of this Collective Agreement, effective January 1 of that year on the condition that the new Statement of Evaluation is filed with the Board by April 30 or, if this is impossible through no fault of the teacher, that a "notice of expected change" along with an explanation of the delay in filing the new Statement of Evaluation is filed with the Board by April 1 of that year.

B.5.0 BASIC SALARY GRID

B.5.1 Teachers shall be paid a salary based on the grid in B.5.2.

B.5.2 Elementary Grid:

Effective September 1, 2000 there will be a 2.00% increase to each grid cell. The new grid shall be:

<u>Year</u>	<u>A</u>	<u>Group 1</u> <u>A1</u>	<u>Group 2</u> <u>A2</u>	<u>Group 3</u> <u>A3</u>	<u>Group 4</u> <u>A4</u>
0	29,669	32,957	34,049	36,749	38,488
1	31,235	35,239	36,568	39,546	41,568
2	33,054	37,521	39,086	42,341	44,643
3	34,870	39,798	41,606	45,139	47,725
4	36,938	42,078	44,127	47,937	50,807
5	39,003	44,360	46,646	50,732	53,880
6	40,405	46,638	49,165	53,532	55,963
7	42,442	48,920	51,683	56,328	60,043
8	44,476	51,200	54,205	59,126	63,125
9	46,510	53,479	56,721	61,923	66,202
10	48,544	55,764	59,241	64,716	69,281
11x	51,008				
11y	51,827				
11z	54,555				

Effective April 1, 2001 there will be a 1.050% increase to each grid cell. The new grid shall be:

<u>Year</u>	<u>A</u>	<u>Group 1</u> <u>A1</u>	<u>Group 2</u> <u>A2</u>	<u>Group 3</u> <u>A3</u>	<u>Group 4</u> <u>A4</u>
0	29,981	33,303	34,406	37,134	38,892
1	31,563	35,609	36,952	39,962	42,005
2	33,401	37,915	39,497	42,786	45,112
3	35,236	40,216	42,043	45,613	48,226
4	37,326	42,520	44,591	48,440	51,341
5	39,413	44,826	47,135	51,264	54,446
6	40,829	47,128	49,681	54,094	57,561
7	42,888	49,434	52,226	56,920	60,674
8	44,943	51,738	54,774	59,747	63,788
9	46,998	54,040	57,317	62,573	66,897
10	49,054	56,350	59,863	65,395	70,009
11x	51,544				
11y	52,371				
11z	55,128				

Effective September 1, 2001 there will be a 1.120% increase to each grid cell. The new grid shall be:

<u>Year</u>	<u>A</u>	<u>Group 1 A1</u>	<u>Group 2 A2</u>	<u>Group 3 A3</u>	<u>Group 4 A4</u>
0	30,317	33,676	34,791	37,550	39,327
1	31,917	36,008	37,366	40,409	42,475
2	33,775	38,339	39,939	43,265	45,617
3	35,631	40,667	42,514	46,124	48,766
4	37,744	42,996	45,090	48,983	51,916
5	39,854	45,328	47,663	51,839	55,056
6	41,286	47,656	50,238	54,700	58,206
7	43,368	49,988	52,811	57,557	61,353
8	45,446	52,317	55,387	60,416	64,502
9	47,524	54,645	57,959	63,274	67,646
10	49,603	56,981	60,533	66,128	70,793
11x	52,121				
11y	52,958				
11z	55,745				

Effective April 1, 2002 there will be a 1.175% increase to each grid cell. The new grid shall be:

<u>Year</u>	<u>A</u>	<u>Group 1 A1</u>	<u>Group 2 A2</u>	<u>Group 3 A3</u>	<u>Group 4 A4</u>
0	30,673	34,072	35,200	37,992	39,789
1	32,292	36,431	37,805	40,884	42,974
2	34,172	38,790	40,408	43,773	46,153
3	36,050	41,144	43,013	46,666	49,339
4	38,187	43,501	45,620	49,558	52,526
5	40,322	45,860	48,223	52,448	55,703
6	41,771	48,216	50,828	55,342	58,890
7	43,878	50,575	53,432	58,234	62,074
8	45,980	52,932	56,038	61,126	65,260
9	48,082	55,287	58,640	64,018	68,441
10	50,186	57,651	61,244	66,905	71,625
11x	52,733				
11y	53,580				
11z	56,400				

B.5.2.3 Category A Placement:

All teachers placed by QECO in Category D, C or B with less than eleven (11) years experience shall move to the teachers' corresponding step in Category A.

B.5.2.4 A teacher placed by QECO in Category D or in Category C with eleven (11) or more years experience shall move to step 11x in Category A but shall not move beyond step 11x until the teacher completes the qualifications for Category B whereupon the teacher shall move to step 11y.

B.5.2.5 A teacher placed by QECO in Category B with eleven (11) or more years experience shall move to step 11y in Category A but shall not move to step 11z except as follows:

- (a) a teacher who has successfully completed five university courses which are additional to the qualifications the teacher used for placement in Category B shall move to step 11z;
- (b) a teacher who has successfully completed five acceptable courses at least three of which have been completed since January 1, 1990 shall move to step 11z. The five courses must be additional to the qualifications the teacher used for placement in Category B.

“Acceptable courses” shall be defined as university courses, Ontario Ministry of Education courses, Ontario College of Teachers courses and certificates or diplomas used for category placement under the terms of the Collective Agreement.

B.6.0 LEAD TEACHERS

B.6.1 A Lead Teacher is a teacher who is a regular member of a school staff and who applied and is appointed to give leadership in or to co-ordinate a specified part of the school curriculum, e.g. computer site administrator, music, reading, mathematics, special education, primary and/or other division in addition to his/her normal duties. To be eligible for consideration as a Lead Teacher, all of the following criteria should be taken into consideration: leadership potential, subject expertise, approachability by members of the staff, status in the eyes of other staff members, willingness to serve in a leadership role, and initiative to bring more efficient and effective learning to the program in question.

B.6.2 The criteria for consideration of appointment to Lead Teacher shall be flexible and such appointments shall be made by the principal and superintendent, but only after the staff of the school has been consulted with respect to defining the need, establishing the objective and terms of reference for the appointment. The principal in consultation with his/her staff shall give a Lead Teacher responsibility for part of a school program and reasonable authority within the school to carry out the program. The principal in consultation with the appointee, shall outline the major responsibilities and if possible within the existing staffing complement of the school, arrange for time for the appointee to fulfil these responsibilities. The process of evaluation shall be constructive and staff oriented.

B.6.3 The maximum number of Lead Teacher appointments in a school shall be equal to:

$$\frac{E - 80}{100}$$

(E is the total enrolment and the resulting number is rounded to the nearest whole number.) Each school regardless of size may appoint a minimum of one Lead Teacher.

B.6.4 There will normally be one appointment in a school in any subject or in special education but the Superintendent of Schools may recommend two.

B.6.5 All appointments will be for the duration of one school year but may be renewed with the approval of the Director. Where such approval is given, the position shall not be posted.

B.7.0 ALLOWANCES FOR POSITIONS OF ADDED RESPONSIBILITY

Consultant	\$6,976
Outdoor Education	\$2,143
Lead Teacher	\$500

B.7.1 The maximum number of compensated Lead Teachers shall not exceed four (4) in any one (1) school, in any one (1) school year.

B.8.0 ADDITIONAL DEGREES AND CERTIFICATES

B.8.1 An allowance shall be paid to a teacher for one additional degree only, subject to the following:

B.8.1.1 a degree must be a further degree beyond any degree for which credit is given in category placement;

B.8.1.2 the degree of highest standing shall be the one recognized for the allowance;

B.8.1.3 any degree which, in the opinion of the Director, is not equivalent to the corresponding degree from a recognized Canadian University may be ruled by him/her as ineligible for extra degree allowance, but a statement of equivalency from the Ontario College of Teachers shall be accepted.

B.8.1.4 The onus is on the teacher to claim and to prove the conditions stated within one (1) year of completion of the degree.

B.8.1.5 Any degree not specifically mentioned in B.9.0 which in the opinion of the Director is equivalent to one of the degrees referred to in the said article will earn the allowance shown by the degree to which it is considered equivalent. A statement of equivalency from the Ontario College of Teachers shall be accepted.

B.8.1.6 No allowance shall be paid for an honorary degree.

B.8.2.0 Special Education Teachers:

B.8.2.1 An allowance for (a) special education certificate(s) shall be paid in accordance with B.8.2.3 or all of the following:

B.8.2.1.1 a teacher received a special education allowance under the terms of the previous Collective Agreement;

B.8.2.1.2 a special education certificate has not contributed to a category change;

B.8.2.1.3 a teacher has a special education assignment during the term of this Collective Agreement;

B.8.2.1.4 a teacher for salary purposes during the term of this Collective Agreement is in Category A.

B.8.2.2 Effective September 1, 1986, B.8.2.0 shall not apply to any newly hired teachers, or to teachers who are in Category A, who may begin to teach special education.

B.8.2.3 Notwithstanding B.8.2.2, teachers in Category A who for resolution of an administrative transfer or a surplus situation are assigned by the Board to a Special Education classroom shall collect, if eligible, the Special Education allowances in B.9.5.

B.9.0 ADDITIONAL DEGREES AND CERTIFICATES ALLOWANCE

	<u>Current</u>	<u>Sept. 2000</u> 2.000%	<u>April 2001</u> 1.050%	<u>Sept. 2001</u> 1.120%	<u>April 2002</u> 1.175%
Ph.D.	\$1,114	\$1,136	\$1,148	\$1,161	\$1,175
Masters	\$877	\$895	\$904	\$914	\$925
Second Bachelors	\$316	\$322	\$327	\$330	\$334
B. Ed. (if granted beyond the year of teacher training)	\$316	\$322	\$327	\$330	\$334

B.9.1 Subject to B.8.2.1 or B.8.2.3, a Special Education Teacher will be paid the following allowance:

elementary certificate only	\$605
elementary and intermediate certificate only (total allowance)	\$1,037
elementary, intermediate and specialist certificates (total allowance)	\$1,468

B.10.0 PAYMENT DATES

B.10.1 Three point eight five percent (3.85%) of the teacher's annual salary shall be paid on the first Friday after Labour Day and every second Friday thereafter. The remainder of whatever the teacher shall have earned to the end of the school year shall be paid on the last school day in June, or 14 days after the penultimate pay in June, whichever is later. In any instance, the final pay will be no later than June 30.

If any pay date is not a normal banking day, then the appropriate salary shall be paid on the last normal banking day preceding the day stipulated above.

B.10.2 New hires will be paid on the regularly scheduled pay date that falls at most 28 calendar days after the date of hire.

B.10.3 The salary shall be deposited at the bank branch of the teacher's choice.

If the teacher requests that his/her salary be deposited in a trust company or credit Union which is not on the CIBC electronic network (service code 1), he/she may not receive his/her salary on the regular pay dates as specified in B.10.1. The funds will be deposited at a later date whenever the processing of the pay by the banking institution is completed. The teacher assumes full responsibility with regard to any consequences, which arise from choosing an institution, which is not on the CIBC electronic network (service code 1).

If the teacher requests that his/her salary be deposited in a trust company or credit Union and there are additional charges incurred such additional charges will be deducted from the teacher's salary.

PART C – BENEFITS

C.1.0 INSURED EMPLOYEE BENEFITS

C.1.1 Semi-Private:

The Board will pay to the extent of 100% the premium for Manulife Hospital Plan semi-private or its equivalent.

C.1.2 Extra Health:

The Board will pay to the extent of 100% the premium for an Extended Health Plan, as it now exists or its equivalent. Such plan shall also include provision for vision care to the extent of \$200 per prescription in any two consecutive calendar years, and provision for hearing aid benefits to the extent of \$150 per unit in any two consecutive calendar years. Effective September 1, 2001 the provision for hearing aid benefits shall be increased to \$200.

C.1.3 Dental:

For the period September 1, 2000 to August 31, 2001 the Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent with 1999 Ontario Dental Association schedule of fees for General Practitioners. This is a condition of employment for all new teachers unless at the time of hiring the teacher has coverage in the name of his/her spouse.

For the period September 1, 2001 to August 31, 2002 the Board will subsidize to the extent of 100% of the premium for Manulife Financial Basic Dental Plan or mutually acceptable equivalent with 2000 Ontario Dental Association schedule of fees for General Practitioners. This is a condition of employment for all new teachers unless at the time of hiring the teacher has coverage in the name of his/her spouse.

C.1.3.1 A teacher may, subject to the enrolment requirements of the insurance carrier, acquire the following additional plans with the total premium for the additional plans being paid by the teacher:

- (a) a major restorative rider, reimbursed at a level of 50% with a maximum combined with the basic plan of \$5,000.00 per person annually;
- (b) an orthodontia rider, reimbursed at a level of 50% with an annual maximum of \$1,500.00 per person and a lifetime maximum of \$3,000.00 per person.

C.1.4 Term Insurance:

The Board will subsidize the term insurance plan to the extent of 100% of the premium cost for double salary coverage.

- C.1.4.1 Double salary coverage shall be a condition of employment for all teachers.
- C.1.4.2 Triple insurance coverage may be carried by a teacher, subject to the enrolment requirements of the insurance carrier, with the teacher paying the total difference in premium from double salary coverage to triple salary coverage.
- C.1.4.3 Any dividend earned under the insurance plan shall be payable to the teacher and Board on the same basis as that on which the premium is shared through premium payments forgiven.
- C.1.5 If approved by the insurance underwriters and if there is no increased cost in premium to the Board, a teacher who retires from the Board prior to age 65 may continue membership in a retiree Group Benefit Plan at the time of retirement. Also, a teacher who is on LTDI may retain membership in a Group Benefit Plan at the time he/she is placed on LTDI, until he/she attains the age of 65 years. The retired teacher and/or teacher on LTDI must pay the full premium to maintain his/her participation and coverage under the group contracts.

C.1.6 LTD Flex Plan:

- C.1.6.1 The Board agrees to remit premiums to the carrier of the Long Term Disability Insurance Flex Plan made available to teachers in accordance with the terms and conditions of the carrier.
- C.1.6.2 Participation in the Long Term Disability Insurance Flex Plan shall be a condition of employment for all teachers currently participating in the plan or any newly hired teachers.
- C.1.6.3 Notwithstanding C.1.6.2, teachers who have indicated their intention to retire may also request that premiums not be deducted and remitted within the length of the plan's waiting period.
- C.1.6.4 Participating teachers shall contribute one hundred (100%) percent of the premium cost.

C.1.7 Benefit Premium Payment for Teachers on Leave of Absence:

- C.1.7.1 Teachers who go on leave of absence, including maternity and parental leaves, will be required to pay their benefit premiums in lump sum(s):
- (a) for leaves of 1 year or less, all benefit premiums will be paid in one lump sum to be taken from the penultimate pay. If this pay is insufficient to cover the full cost of the premiums, the remainder shall be taken from the last pay prior to the leave;
 - (b) for leaves greater than one year, all benefit premiums will be paid in two lump sums. The first payment will be taken in the same manner as in (a). The second lump sum payment will be required on the first day of the second year of the leave.

- C.1.7.2 Failure to abide by these conditions will result in the immediate termination of LTD coverage and all benefits coverage.
- C.1.7.3 In the case of leaves of absence which require the Board to continue paying its share of the benefit premium costs, the teacher will be required to pay only the employee cost of the benefit premiums.
- C.1.7.4 This payment scheme covers all benefits employees must pay while on leave.
- C.2.0 CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN**
- C.2.1 Administration:**
- The system shall be administered by the Director.
- C.2.2 The Director shall keep a register in which shall be entered the credits, the accumulated credits and the deductions therefrom.
- C.2.3 Permanent part-time teachers shall benefit under the plan on a pro-rata basis of time employed and salary.
- C.2.4 The working year shall be September 1 to June 30 of the succeeding year.
- C.2.5 The sick leave register may be examined by any teacher on such day or days of the year as determined by the Board and no teacher may examine the sick leave ledger except as it concerns his/her credit. A statement of the teacher credits in the Sick Leave Account and in the Retirement Gratuity Account shall be supplied once a year.

- C.2.6 All questions or controversies of whatever character arising in any manner or between any parties or persons in connection with the plan or the operation thereof, whether as to any claim for benefits preferred by any member or his/her legal representative or any other person, or whether as to the construction or meaning of the plan or the language used therein, or as to any writing, decision, instructions or acts in connection with the plan or its operation shall be dealt with through the normal grievance procedure channels.
- C.2.7 The benefits provided by this plan are gratuitous and are not to be vested in the teacher.
- C.2.8 Payment of benefits provided by this plan may be withheld, if, in the opinion of the Board the absence is the result of improper conduct by the teacher, or if in the opinion of the Board employment has been terminated for cause.

C.3.0 CUMULATIVE SICK LEAVE CREDITS

- C.3.0.1 All of the articles in Section C.3.0 apply to all of the teachers employed with The York Region Board of Education on December 31, 1997 and who became employees of the York Region District School Board as of January 1, 1998 as if there was no break in service.
- C.3.1 The Sick Leave Account of each teacher shall be credited with 20 days per year, on September 1 of each year, in advance.
- C.3.2 In the event of illness, a teacher shall be paid at his/her regular per diem rate of pay until the number of days standing to the credit of his/her sick leave credit account has been exhausted.

- C.3.3 There shall be a maximum accumulation of 250 days for sick leave purposes. In those special cases where the credit as of 1974 06 30 exceeds this amount the maximum shall be this figure plus 20 days or, where the credit as of 1969 06 30 exceeded this amount, the maximum shall be his/her credit as of 1969 06 30 plus 20 days whichever is greater after the addition in C.3.1 above has been made.
- C.3.4.1 For a teacher commencing employment after the first day of the working year, the Sick Leave Credit shall be prorated in advance at 2 days per month from the date of commencing employment until the end of the working year. For a teacher ceasing employment or going on leave before completion of the year, the allowance shall be prorated at 2 days per month according to the number of months worked.
- C.3.4.2 Part-time teachers or teachers whose percentage assignment changes during the school year will have their current school year sick leave credit pro-rated.
- C.3.4.3 For a teacher who has reached the age of 65 and who has applied for an extension, the sick leave and retirement gratuity credits at the time he/she would normally have retired shall be available at the discretion of the Board. If the teacher applies to have these credits made available and the Board refuses, the teacher may immediately claim any retirement gratuity credits which would have been payable if no extension had been requested.
- C.3.5 The transfer of credits where a teacher has formerly been an employee of another municipality or local board as provided by the *Education Act, R.S.O. 1990*, Section 180(4) to 180(10) shall be made when proof of the credits is supplied to the Director.

- C.3.6 The transfer of credits where a teacher has formerly been an employee of a school board in another province may be made when proof of the credits is supplied to the Director.
- C.3.7.1 No credit shall be made under the provisions of C.3.5 or C.3.6 if the teacher received from a former employer a service gratuity or other allowance paid in respect to accumulated sick leave.
- C.3.7.2 No transfer of leave shall be made in the case of any teacher who has been superannuated or retired from his/ her former position because of age or ill health.
- C.3.8 When a teacher of this Board becomes an employee of another board or municipality he/she shall be supplied with a statement of his/her sick leave credit, for transfer purposes.
- C.3.9 No days shall be credited to a teacher on a leave of absence, on an educational leave, or on a sabbatical leave.
- C.3.10 In the event of re-employment of a teacher, the Board shall reinstate the accumulated Sick Leave Credit held by the teacher on resignation provided that, following resignation, the teacher did not transfer his/her sick leave days to another board, municipality or organization with a reciprocal sick leave plan.
- C.3.11 There shall be credited to every teacher employed on 1974 09 01 the number of days in Sick Leave Credit standing to the credit of such teacher pursuant to any previous Sick Leave Plan in lieu of the Sick Leave Credit under such previous plan.

C.4.0 CUMULATIVE SICK LEAVE CHARGES

- C.4.1 The Sick Leave Account of each teacher shall be charged in accordance with the following:
- C.4.1.1 a teacher shall not be entitled to receive payment for his/her services while absent owing to illness unless there is in his/her Sick Leave Account to his/her credit Sick Leave Credit days in respect of which such payment is made.
- C.4.1.2 the Sick Leave Account shall be charged with each day of absence for which payment is made, except as provided in C.5.3 and C.5.4.
- C.4.2 The application to the Director for payment for periods of illness, shall be submitted through the normal channels. When the illness is for a period not exceeding 5 consecutive days, this absence may be certified by the Superintendent under his/her authority; when the period of absence exceeds 5 consecutive days or when the Superintendent requests it, a medical certificate shall be supplied and the Superintendent shall have the right to direct after an absence in excess of 20 teaching days in any school year, that this certificate be supplied by a doctor mutually agreed upon by the Teacher and the Board with the Board paying any expenses involved. Where agreement cannot be reached, this certificate shall be supplied by a doctor retained by the Board with the Board paying any expenses involved.
- C.4.3 There shall be no deduction from pay but a teacher absent from duty may have charged to his/her sick leave account absences up to the maximum indicated because of:
- C.4.3.1 the severe illness of a mother, father, spouse , child, or death of mother, father, child, sister, brother, mother-in-law, father-in-law (maximum 3 days);

- C.4.3.2 writing of examinations (maximum 1 day per exam);
- C.4.3.3 teacher's convocation from a post-secondary institution or that of a spouse, son or daughter (maximum 1 day per occasion);
- C.4.3.4 moving (maximum 1 day per year);
- C.4.3.5 funeral (maximum 1 day);
- C.4.3.6 birth or adoption of male teacher's child (maximum 5 days) at the discretion of the Director which must be taken no later than one week after the release of the child from the hospital or the receipt of the adopted child.
- C.4.4 The principal may, at his/her discretion, charge to the sick leave account, a permitted absence from employment of a teacher for reason of an emergency. Each such absence shall be reported to the Board.
- C.4.5.1 The Director may, at his/her discretion, charge to the Sick Leave Account a permitted absence from employment when such absence results from urgent personal problems or exceptional circumstances, but each such absence shall be reported to the Board. This could include urgent personal business which can be conducted only on a school day, and donated service of an exceptional nature to a national organization whose prime objective is service to young people. The donated service must be such that the teacher's position or special talents make him/her the logical person to carry out the task. Work of service clubs would not normally qualify.
- C.4.5.2 A teacher may within 30 days from the date of any decision respecting his/her Sick Leave credits, or charges made against them, appeal such decision by grieving according to the established procedure.

C.4.6 The provisions of C.4.3 - C.4.5 inclusive shall be administered in accordance with Employment Insurance regulations.

C.5.0 LEAVE – WORKPLACE SAFETY INSURANCE BOARD

C.5.1.1 For absences due to injuries or accidents covered by the Workplace Safety Insurance Board, the Board will pay full salary, deducting from the Cumulative Sick Leave the number of days equivalent to the fraction of salary between compensation payments and full salary. Payments by the Workplace Safety Insurance Board shall be made to the School Board. On the expiration of the period of salary award by the Workplace Safety Insurance Board, if the teacher is unable to be further employed by the Board owing to such injury or accident, the teacher shall thereafter receive full salary up to the limit of his/her cumulative sick leave credits.

C.5.1.2 The Board shall not terminate the employment of any teacher by reason of absence due to illness or injury, including teachers in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits without a prior review of the individual case by the Elementary Disability Management Committee members.

C.5.2 Leave of Absence:

- C.5.2.1 Leave of absence without pay may be requested by the teacher before May 1 for the following year and will be granted at the discretion of the Board provided there seems good reason for such leave rather than a resignation. Under exceptional circumstances leave of absence without pay may be granted at any time on the recommendation of the Director. During such leave no employee benefits shall be paid and no sick leave credits shall accrue. If a teacher returns to the Board within a 2 year period there shall be full reinstatement of Sick Leave Credits unless there has been intervening employment in which case any reinstatement of credits shall be at the Board's option. The teacher's return will normally be at the beginning of a term or whenever a suitable vacancy is available.
- C.5.2.2 Leave of absence granted because of Pregnancy Leave, Infant Care Leave, Adoption Leave, or Child Care Leave shall be without pay and shall not be charged to the sick leave account. Employee benefits shall be paid in accordance with C.7.8, C.8.7, C.9.5 and C.10.6 and no sick leave credits shall accrue. If the teacher returns within a two year period there shall be a full reinstatement of sick leave credits. The guidelines regarding the granting of and returning from these leaves are contained in C.7.0, C.8.0, C.9.0 and C.10.0.
- C.5.3 There shall be no deduction from either pay or the sick leave account of a teacher absent from duty by reason of a summons to serve as a juror or being subpoenaed as a witness in a court proceeding, provided that the teacher pays to the Board any fee exclusive of travelling allowance and living expenses that he/she receives as a juror or as a witness.

- C.5.4 There shall be no deduction from either pay or the sick leave account of a teacher absent from duty by reason of:
- C.5.4.1 quarantine, providing the teacher is not the person who is ill;
 - C.5.4.2 risk due to exposure to Fifth disease where the teacher cannot be safely relocated or safely reassigned to other duties. "Safely relocated" or "safely reassigned" shall mean a situation where there will not be contact with a child who has Fifth disease as reported to a Board Vice-Principal, Principal or Superintendent;
 - C.5.4.3 attendance at conferences and conventions as approved within Board policy;
 - C.5.4.4 participation in professional development programs within the policy of the Board and approved by the appropriate Superintendent;
 - C.5.4.5 observance of a Faith Day for a sincerely held religious belief (maximum 3 days with no charge to sick leave or retirement gratuity).
 - C.5.4.5.1 For the purposes of a Faith Day for a sincerely held religious belief, there shall be no deduction from pay for absences of an additional two (2) days, but a teacher absent from duty for these two (2) days shall have these days charged to his/her sick leave account.

C.6.0 RETIREMENT GRATUITY

- C.6.1 Retirement age shall be in accordance with Board policy as established from time to time.
- C.6.2 A teacher retiring for age or health reasons shall be paid a gratuity sum based on:
 - C.6.2.1 annual salary at the time of retirement;
 - C.6.2.2 number of days in the Retirement Gratuity Account.

- C.6.3 A teacher retiring for health reasons shall obtain a medical certificate from a doctor named by the Board stating the need for such early retirement. A teacher who immediately on retirement receives a disability pension in accordance with the provisions of the *Teachers' Pension Act* shall be considered to have retired for health reasons. No gratuity shall be payable if retirement is due to pregnancy.
- C.6.4 A teacher retiring for age shall include only those teachers who, having retired are immediately entitled to and receive a pension in accordance with the provisions of the *Teachers' Pension Act*.
- C.6.5.1 The credit in the Retirement Gratuity Account shall be calculated as follows:
- C.6.5.2 at the end of each year the number of days added to the Retirement Gratuity account with respect to that year shall be eight, less the first and second days only of each absence, except that in no case can the figure added to the Retirement Gratuity account exceed the number of days by which the sick leave account has been increased because of that year. (e.g., a teacher absent for a 1 day illness and a 4 day illness will be credited with 5 days in his/her Retirement Gratuity Account; a teacher absent for one 16 day illness will be credited with 4 days in his/her Retirement Gratuity Account).
- C.6.6 The maximum amount, which can be accumulated in the Gratuity Account, shall be 100 days for teachers.
- C.6.7 Absence shall affect the Gratuity Account only when the number of days in the Sick Leave Account falls so as to equal the number of days in the Gratuity Account at which time each account shall be reduced by 1 day for each day's absence.

C.6.8 No sick leave credits transferred from another Board shall earn credit in the Gratuity account. The York Region District School Board shall recognize all accumulated gratuity days of its predecessor boards and on January 1, 1998 shall transfer and credit each teacher with the equivalent number of gratuity days to his/her individual gratuity account.

C.6.9 The calculation of the gratuity will be as follows:

$$\frac{\text{No. of days in Gratuity Account}}{200 \text{ for teacher}} \times \text{Annualized salary at time of retirement}$$

except that no payment shall be made unless the teacher has 5 or more years of service with the Board and/or a York Region Board whose responsibilities were assumed by The York County Board of Education on 1969 01 01.

C.6.10 Subject to C.6.10.1 the gratuity shall be payable in one payment within thirty- five (35) days of retirement or on January 15 of the following year at the option of the teacher.

C.6.10.1 A teacher who intends to retire must provide two (2) months written notice prior to the date of retirement. If such notice is not received, any retirement gratuity owing will be paid up to two (2) months after the date of retirement.

C.6.11 The gratuity by statute may not exceed 50% of the credit in the Sick Leave Account.

C.6.1.2 In the event of the death of a teacher while in the service of the Board, a calculation shall be made of the service gratuity which would have been paid to the teacher had he/she retired on the date of his/her death and this sum shall be paid to his/her personal representative or next of kin at the discretion of the Board.

C.7.0 PREGNANCY/PARENTAL LEAVE

- C.7.1 Pregnancy/Parental Leave will be granted pursuant to the *Employment Standards Act, R.S.O. 1990,c.E.14*.
- C.7.2 Pursuant to the terms of the *Act*, a teacher shall notify the principal as soon as possible of the pregnancy and arrange a suitable date for the commencement of the leave.
- C.7.3 The teacher shall not work and the Board shall not cause or permit her to work until at least six weeks after the delivery or for such shorter period as in the written opinion of a legally qualified medical practitioner is sufficient.
- C.7.3.1 A teacher may terminate a Pregnancy / Parental Leave and return to work upon providing the Board with one week's written notice. The Board shall have the right to provide the employee with an alternate teaching assignment.
- C.7.4 Any teacher returning from Pregnancy/Parental Leave shall return to the same school/department and position.
- C.7.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Pregnancy/Parental Leave.
- C.7.6 A teacher returning from Pregnancy/Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- C.7.7 A teacher who suffers a pregnancy-related illness shall qualify for sick leave during the illness and will not be required to use pregnancy leave unless she so elects.
- C.7.8 A teacher returning from Pregnancy/Parental Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.8.0 INFANT CARE LEAVE

- C.8.1 A teacher must have been employed by the Board for at least two (2) years and have passed his/her probationary period to be eligible for an Infant Care Leave following a Pregnancy/Parental Leave. Application for Infant Care Leave may be made at the same time as the teacher applied for Pregnancy/Parental Leave or no later than thirty (30) days prior to the date the Pregnancy/Parental Leave is to end. Where the Pregnancy/Parental Leave will conclude in July or August, the teacher is encouraged to apply for the Infant Care Leave by May 31st.
- C.8.2 The application for Infant Care Leave shall include the requested expiration date of the leave, which shall be in accord with C.8.4.
- C.8.3 Infant Care Leave shall commence immediately following the last day of Pregnancy/Parental Leave.
- C.8.4 If an Infant Care Leave or a combined Pregnancy/Parental/Infant Care Leave ends on (a) December 31 or (b) after the break traditionally held in March or (c) August 31 the teacher shall be given credit for seniority purposes for the leave period and shall receive a full increment, if eligible for the leave period, up to a maximum credit of one year. Otherwise a teacher shall not accrue experience for seniority or salary purposes except as specified in this Collective Agreement.
- C.8.5 Subject to the combined leaves or Infant Care Leave ending on one of the dates referenced in C.8.4, the sum of a Pregnancy/Parental Leave and an Infant Care Leave granted under this Collective Agreement may be up to but not exceed two calendar years.

- C.8.6 Except under unusual circumstances, a teacher on a combined Pregnancy/Parental/Infant Care Leave, which is less than two calendar years in length, may extend the leave twice within the two calendar year period. Notification of such extension(s) shall be given in writing to the Board at least thirty (30) days prior to the time the original leave or the first extension would have ended.
- C.8.7 A teacher on Infant Care Leave shall not be paid employee benefits during the period of leave. Such teacher may retain his/her membership in any plan to which he/she was registered, by paying full premiums where applicable where this is within the terms of the Board's contract with the insurer.
- C.8.8 A teacher returning to employment with the Board from a Pregnancy / Parental / Infant Care Leave which begins during the school year and ends prior to the commencement of the following school year shall have the right to return to the same school/ department and position, where practicable, but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year the teacher may be given a position in the same school/department if this is practicable but there is no guarantee of such placement.
- C.8.9 A teacher on Pregnancy/Parental/Infant Care Leave is considered to be employed by the Board and may not accept employment with another Board, either during the leave or at its conclusion, unless the Board has accepted his/her resignation.
- C.8.10 A teacher returning from Infant Care Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.9.0 ADOPTION – PARENTAL LEAVE

- C.9.1 Adoption – Parental Leave will be granted pursuant to the *Employment Standards Act, R.S.O. 1990, c.E.14.*
- C.9.2 A teacher shall be eligible for an Adoption – Parental Leave according to the provisions of the *Employment Standards Act, R.S.O. 1990, c.E.14.*
- C.9.3 Such leave shall not qualify any teacher for payment from the Sick Leave Plan.
- C.9.4 Any teacher returning from an Adoption – Parental Leave of 18 weeks or less shall return to the same school/department and position.
- C.9.5 The Board shall continue to pay its share of the teacher's insured employee benefit plans for the period of the Adoption – Parental Leave.
- C.9.6 A teacher returning from Adoption – Parental Leave shall receive experience for seniority purposes for the leave period and shall receive a full increment, if eligible, for the leave period.
- C.9.7 A teacher returning from Adoption-Parental Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.

C.10.0 CHILD CARE LEAVE

- C.10.1 A teacher must have been employed by the Board for at least two (2) years and have passed his/her probationary period to be eligible for an Child Care Leave following an Adoption – Parental Leave. Application for Child Care Leave may be made at the same time as the teacher applied for Adoption – Parental Leave or no later than thirty (30) days prior to the date the Adoption – Parental Leave is to end. Where the Adoption – Parental Leave will conclude in July or August, the teacher is encouraged to apply for the Child Care Leave by May 31st.

- C.10.2 The application for Child Care Leave shall include the requested expiration date of the leave, which shall be in accordance with C.10.4.
- C.10.3 Child Care Leave shall commence immediately following the last day of Adoption Leave.
- C.10.4 If a Child Care Leave or a combined Adoption – Parental/Child Care Leave ends on (a) December 31 or (b) after the break traditionally held in March or (c) August 31 the teacher shall be given credit for seniority purposes for the leave period, and shall receive a full increment, if eligible, for the leave period, up to a maximum credit of one year; otherwise a teacher shall not accrue experience for seniority or salary purposes except as specified in this Collective Agreement.
- C.10.5 Subject to the combined leaves or Child Care Leave ending on one of the dates referenced in C.10.4, the sum of an Adoption – Parental and Child Care Leave granted under this Collective Agreement may be up to but not exceed two (2) calendar years.
- C.10.6 A teacher on a Child Care Leave shall not be paid employee benefits during the period of leave. A teacher may retain his/her membership in any plan to which he/she was registered, by paying full premiums where applicable where this is within the terms of the Board's contract with the insurer.
- C.10.7 A teacher returning from a Parental/Child Care Leave which begins during the school year and ends prior to the commencement of the following school year shall have the right to return to the same school/department and position if practicable, but the teacher's final placement shall be subject to the Board's procedures. If the leave does not begin and end in the same school year the teacher may be given a position in the same school/ department if this is practicable, but there is no guarantee of such placement.

- C.10.8 A teacher returning from Child Care Leave shall have existing sick leave benefits and Retirement Gratuity credits fully reinstated.
- C.10.9 Except under unusual circumstances, a teacher on a combined Adoption-Parental/Child Care Leave, which is less than two calendar years in length, may extend the leave twice within the two calendar year period. Notification of such extension(s) shall be given in writing to the Board at least thirty days prior to the time the original leave or the first extension would have ended.
- C.11.0 SUPPLEMENTAL EMPLOYMENT BENEFITS (SEB) PLAN**
- C.11.1 The object of this SEB Plan is to supplement the employment insurance (E.I.) benefits received by teachers from the Human Resources Centre of Canada, (formerly known as Canada Employment and Immigration Commission) for temporary unemployment caused by Pregnancy or Parental Leaves.
- C.11.2 The teacher must be eligible to receive E.I. pregnancy or parental benefits from the Human Resources Centre of Canada, (Formerly know as Canada Employment and Immigration Commission) and must also be eligible for pregnancy or parental leave under the *Ontario Employment Standards Act*.
- C.11.3 An application for SEB must be made by the teacher on a form to be provided by the Board. The teacher shall provide verification of the approval of the E.I. claim.
- C.11.4 A SEB payment shall be made only when it has been verified that the teacher has applied and qualified for E.I.

C.11.5 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. The benefit level paid to a teacher under this Plan is 100% of the approved E.I. benefits level. The combined weekly rate of the E.I. benefit and SEB payments will not exceed 95% of the employee's normal weekly earnings.

C.12.0 SPECIAL LEAVE OF ABSENCE

C.12.1 Special leave may be granted to teachers who have passed their probationary period for purposes of parental leave or for purposes of study or travel or for reasons of health, or for such other reasons as may be appropriate to the Board.

C.12.2 Application for special leaves of absence shall be presented to the Board. The Board shall notify the applicant of its decision.

C.12.3 A teacher on special leave of absence shall not be paid a salary or employee benefits during the period of the leave, but he/she may retain his/her membership in any insurance plan by paying the premiums.

C.12.4 A teacher on special leave of absence is considered to be under contract to the Board and may not accept a contract of employment with another board either during the leave or on its conclusion unless the Board has accepted the teacher's resignation.

C.12.5 A teacher who has been granted a special leave which ends in August of any year shall notify the Board prior to March 1 of that year whether he/she intends to return to employment with the Board in the following September.

C.12.6 Following the teacher's return to duty, the teacher shall be guaranteed a position at the same school provided the leave is for one year or less.

- C.12.7 If the leave is for more than one year the teacher shall be guaranteed a position with the Board subject to the conditions in D.7.0.
- C.12.8 Any leaves granted under C.12.0 shall not exceed two school years.

PART D – STAFFING

D.1.0 STAFFING AND CLASS SIZE

D.1.1 For the 2000-2001 school year only, the elementary staffing shall be 2 957 FTE based on an October 31, 2000 enrolment of 54 204 FTE.

D.1.2 It is recognized that up to 15.0 FTE in the above clause may have been allocated to teaching vice-principals. That number shall be changed as follows:

as of March 19, 2001 –
it shall be a maximum of 12.5 FTE

as of September 1, 2001 –
it shall be a maximum of 7.5 FTE

as of August 31, 2002 –
it shall be a maximum of 0.0 FTE

D.1.3 Every effort shall be made to organize each school for a school year using the following optimum class sizes and ranges as guidelines:

JK/SK	20 +/- 5	15 - 25
Primary	22 +/- 5	17 - 27
Junior	25 +/- 5	20 - 30
Intermediate	27 +/- 5	22 - 32

- D.1.4 Where a cross-divisional split grade class is being considered as part of the school programme and there is reason to believe that the interests of both pupils and teachers would be better served by forming a split-grade class, such class formation shall not be finalized without a meeting with the teaching staff, during which input is solicited.
- D.1.5 Where the allotment of staff allows for a school to be organized in accordance with the class size ranges, but there is reason to believe that the interests of both pupils and teachers would be better served by organizing classes outside those ranges, such organization shall not be finalized without a meeting with the teaching staff, during which input is solicited.
- D.1.6 The Union will receive a copy of the report required to be sent by the Board to the Minister of Education and Training respecting the aggregate average class size for all of the Board's elementary classes.
- D.1.7 The Board will use system-wide class size requirements, program needs and projected enrolments to determine staffing levels for September next. The Board will, upon reasonable notice, provide to ETFO-YR projected enrolment and staffing data for September of the next staffing year as soon as feasible after receipt of the request for such information.
- D.1.8 ETFO-YR will designate a member who shall receive enrolment data and projections.
- D.1.9 A Staffing Allocation Committee shall be established for purposes of staffing for the term of this agreement.
- D.1.10 The Staffing Allocation Committee shall be composed of three (3) ETFO-YR representatives and three (3) Board representatives.
- D.1.11 The committee shall meet a minimum of three (3) times during the year as agreed by the parties.

D.1.12 The Staffing Allocation Committee shall participate in the decision making which will guide the allocation of staff to the Community Education Centres. Any disagreement will be considered by the Associate Director whose decision will be final.

D.2.0 ETFO-YR RELEASE TIME

D.2.1 A total number of two (2.0) full-time equivalent teachers shall be allocated to ETFO-YR for Union release time.

D.2.2 In addition to D.2.1, the Union may arrange with the Board the loan-of-service for up to three (3) full-time equivalent teachers.

D.2.3 The Board shall be reimbursed in full for the total salary and total employee benefits for teachers released under D.2.2.

D.2.4 Subject to surplus and/or redundancy procedures and following completion of the term of office, teachers released under D.2.1 and D.2.2 shall be guaranteed the same position at the same school for up to a maximum of three school years.

D.2.5 The guarantee in D.2.4 may be waived by mutual consent of the teacher(s) and the Board. Such mutual agreement shall be noted in writing before May 1 of the year in which the release time or the loan-of-service ends.

D.2.6 Time spent by teachers released under D.2.1 or D.2.2 shall be counted as a full service credit, and prorated where necessary for the calculation of increment (if eligible), seniority, accumulated sick leave, retirement gratuity and surplus/redundancy calculations.

D.2.7 The Board shall grant a leave of absence to a teacher who holds an office requiring part or full time duty at the Union level provided that the Union reimburses the Board for the cost of the teacher's total salary and employee benefits. The period of leave shall not exceed three school years.

- D.2.8 A teacher who is elected to a non-release Executive position of the provincial Union shall be entitled to release time to carry out Union business during the school year. The amount of release time is subject to the discretion of the Director or his/her designate.
- D.2.9 The Board shall be reimbursed in full for the teacher's total salary and employee benefits for a teacher released under D.2.8.
- D.2.10 Any teacher granted release time or leave of absence under D.2.0 shall be entitled to all benefits and conditions under this Collective Agreement unless otherwise specifically stated.
- D.2.11 At the request of ETFO-YR, the Board shall excuse from teaching duties up to five members of ETFO-YR designated as negotiators for the Union. The Board shall release these representatives for negotiating meetings up to a maximum of 25 school days per year on aggregate with pay and teaching experience.
- D.2.12 At the request of ETFO-YR the Board shall excuse from teaching duties on an occasional basis such additional members of ETFO-YR as are necessary to carry out the administration of this Agreement or ETFO-YR business. These leaves shall be subject to the prior approval of the appropriate Supervisory Officer. Such approval will not be unreasonably withheld. ETFO-YR shall reimburse the Board with respect to any replacement costs incurred.

D.3.0 PART-TIME TEACHERS

D.3.1 Full-Time to Part-Time:

- D.3.1.1 In the event that a full-time teacher who, prior to March 1 requests to teach part-time commencing the following school year that request will be placed before the Staffing Advisory Committee for consideration.

D.3.2 Part-Time to Full-Time:

D.3.2.1 In the event that a part-time teacher who has been teaching part-time during the term of this agreement applies before March 1 indicating a wish to be assigned to full-time teaching in the next school year that request will be placed before the Staffing Advisory Committee for consideration. The Board agrees to consider such requests before hiring a new teacher.

D.4.0 SCHOOL ADMINISTRATOR DESIGNATES

D.4.1 When there is neither a principal nor a vice-principal in the school, a teacher may be asked to assume those responsibilities.

D.4.2 When a teacher agrees to assume any of the responsibilities of a principal or vice-principal, the teacher shall be paid the additional allowance of \$25.00 per each half day or portion thereof, in which they perform the duty.

D.4.3 Teachers serving as School Administrator Designates in accordance with articles D.4.1 and D.4.2 shall not discipline or evaluate other teachers.

D.4.4 An Occasional Teacher may be employed to replace the school administrator designate.

D.5.0 TEMPORARY ADMINISTRATIVE APPOINTMENTS

D.5.1 The parties agree that a teacher who is a member of the bargaining unit may be assigned to the position of principal or vice-principal for up to one (1) year. During the period of temporary assignment, the teacher shall continue to pay Union dues and accrue seniority.

D.5.2 The compensation for teachers assigned to a temporary administrative appointment as per the previous article shall be the beginning step of the vice-principal grid, or principal grid as is applicable.

D.5.3 The teacher in a temporary principal/vice-principal role shall be entitled to return to the teacher's former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in the service within the Union provided that the teacher's term as temporary principal or vice-principal does not exceed 193 work days within three school years.

D.5.4 Teachers serving a temporary administrative appointment as a principal or vice-principal in accordance with articles D.5.1, D.5.2 and D.5.3 shall not discipline or evaluate other teachers.

D.6.0 ABSENCE FOR BOARD AUTHORIZED ACTIVITIES

D.6.1 When it is necessary for a teacher responsible for classroom instruction to be absent from school because of his/her participation in Board authorized activities, leave of absence with pay and without loss of sick leave or any other benefits will be granted. Occasional teachers may be employed to replace the absent teacher.

D.7.0 SENIORITY

D.7.1 Seniority shall be defined as the length of continuous employment, in a teaching capacity, with the Board or with any predecessor Board other than as an occasional teacher.

D.7.2 Notwithstanding the above, an ETFO member shall not be bumped by any other employee of the Board.

D.7.3 The Board will maintain a seniority list indicating the teacher's name, current work location and date on which his/her seniority began.

D.7.4 The seniority list will be posted at each elementary school by February 1 of each year. A copy of the seniority list will be forwarded to the President of ETFO-YR.

- D.7.5 Any discrepancy in the member's seniority shall be brought to the attention of the Board by March 1. If no complaint is received within the specified period, the list shall be deemed to be correct.
- D.7.6 There will be no break in service and an employee will not lose any seniority rights because of illness or accident or authorized leave of absence.
- D.7.7 If two or more individuals' total years of employment is the same, seniority will be established by lot conducted by both parties.
- D.7.8 Seniority shall terminate and a teacher's employment will terminate for any of the following reasons:
- (a) a teacher resigns or retires;
 - (b) a teacher is terminated for just cause;
 - (c) a teacher is not recalled from lay-off within twenty-four (24) consecutive months;
 - (d) a teacher while on the recall list, twice refuses a teaching position or fails to respond to the recall notice.

D.8.0 LAYOFF AND RECALL

- D.8.1 In the event that a layoff of teachers is to occur for the following school year, the Board will consider the employees' seniority and qualifications to complete the assigned duties. The Board will notify the Union president that there will be a layoff by April 15 of that year.
- D.8.2 Upon the giving and receipt of such notice a meeting of the Staffing Allocation Committee shall be convened to develop procedures to deal with the lay-off.
- D.8.3 On or before May 15, every teacher who may be laid off shall be given written notice stating the effective date of the layoff.

- D.8.4 A teacher who has been laid off shall have and shall retain for a period of two (2) school years the following rights:
- D.8.4.1 the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified to fulfil the program needs and requirements of the vacant position, as determined by the Board; and
- D.8.4.2 the right to continue to participate in one or more of the benefit plans, provided the teacher on lay-off pays the total cost of such plans.
- D.8.5 A recall notice shall be sent by registered mail to the last known address of the teacher. It shall be the responsibility of the teacher to advise both the Board and the Union of any change of address.
- D.8.6 If a teacher fails to inform the Board of his/her most recent address and phone number, the Board will not be responsible for failure of a notice to reach such an employee. Any notice sent by the Board by registered mail to the address of the employee, which appears on the Board's records, shall be conclusively deemed to have been received by the employee.

D.9.0 TERM APPOINTMENTS

- D.9.1 All teachers who are appointed to, elected to or on loan of service in a term position effective September 1, 2000 and hereafter or are presently on a term appointment shall be subject to the following:
- D.9.1.2 the term may be renewed subject to the discretion of the Director or his/her designate;
- D.9.1.3 the length of the term renewal is subject to the discretion of the Director or his/her designate.
- D.9.1.4 Notwithstanding the above, the term of original appointment and/or renewal may be less than the agreed time if the teacher:

- D.9.1.4.1 voluntarily relinquishes the position;
- D.9.1.4.2 has an unsatisfactory performance review and has the recommendation of the Director or his/her designate to terminate the appointment;
- D.9.1.4.3 has been given one year's notice by the Board that the position currently being held by the teacher shall cease to exist.
- D.9.1.5 A teacher who holds a term position and whose term is not renewed or whose term is shortened for reasons stated in D.9.1.4 shall return to a teaching position.

PART E – OTHER WORKING COMDITIONS

E.1.0 NO DISCRIMINATION

- E.1.1 Neither the Board, nor its administrators, nor any other employee of the Board, nor a member of the Union acting in a management role for the Board shall discriminate against any teacher because of his/her participation in the activities of the Union.
- E.1.2 Similarly, neither the Union nor any teacher shall discriminate against any employee of the Board for his/her participation or non-participation in Union activities or for the performance of his/her professional duties.
- E.1.3 There shall be no discrimination by the parties against a teacher or supervisor because of race, national origin, age, creed, colour, religion, sex, sexual orientation, marital status, family status or handicap.

E.2.0 HEALTH AND SAFETY

- E.2.1 The Board recognizes its obligations to provide a safe and healthy environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

E.3.0 LUNCH BREAK AND SUPERVISION DUTIES

- E.3.1 A teacher shall be entitled each school day to a forty-minute uninterrupted and continuous lunch period free from supervisory, teaching and administrative duties.
- E.3.2 Excluding classroom responsibilities as prescribed in Regulation 298, of the Education Act, elementary teachers shall perform up to sixty (60) minutes of supervising duties per week outside of the standard school day of 300 instructional minutes. Assigned duties (e.g. yard duty, hall duty, bus duty) before the beginning of opening exercises shall be counted as part of the sixty (60) minutes.

E.4.0 LABOUR MANAGEMENT COMMITTEE

- E.4.1 There shall be a Labour Management Committee. It shall consist of the following members:
- (a) the President or designate, from ETFO-YR plus one other member representative of ETFO-YR;
 - (b) the Director or designate, and one other administrator chosen by the Director;
 - (c) additional representation chosen by ETFO-YR and the Board.

The Labour Management Committee shall meet at the request of the Union or the Board.

E.5.0 PREPARATION TIME

E.5.1 In developing class and teacher timetables, principals shall schedule the equivalent of 150 minutes per week of preparation time during the instructional day, (the time between the students' entry into school for the day immediately following the first entry bell and the students' dismissal from school for the day exclusive of lunch and recess breaks), free from supervisory, teaching or other assigned duties for each full-time teacher and shall provide the equivalent of 150 minutes on a prorated basis for part-time teachers. Preparation time coverage will be provided only for classroom teachers (including self-contained special education and student support centres).

Each teacher shall have the use of two (2) P.A. days designated as in-school preparation days, free from supervisory, teaching or other duties.

E.5.2 The Board shall schedule prep time in blocks of not less than 20 consecutive minutes.

E.5.3 The Board shall reschedule prep time, which is missed due to rescheduling within the school or unavailability of occasional teachers.

E.5.4 The Superintendents of Schools shall monitor the amount of preparation time provided in his or her schools and report any difficulties to the Associate Director of Education during the fall term.

E.6.0 SCHOOL YEAR/SCHOOL DAY

E.6.1 The school year shall be as defined in the Education Act.

E.7.0 EXTRA-CURRICULAR ACTIVITIES

E.7.1 The Board and the teachers agree that participation in extra-curricular activities is a valuable experience for students and recognize that the supervision of extra-curricular activities should continue and shall be provided on an individual, voluntary basis.

PART F – LETTERS OF INTENT

F.1.0 RE: JOB SECURITY

LETTER OF INTENT

BETWEEN

YORK REGION DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO-YORK REGION

RE: JOB SECURITY

The Board will guarantee that no teacher currently on staff or hired during the term of this agreement will be declared redundant to the Board during the term of this agreement.

F.2.0 RE: STANDARD SCHOOL DAY

LETTER OF INTENT

BETWEEN

YORK REGION DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO-YORK REGION

RE: STANDARD SCHOOL DAY

The Board will make every reasonable effort to establish a standard school day of 300 instructional minutes in each school effective September 1, 1999.

F.3.0 RE: SUMMER SCHOOL AND NIGHT SCHOOL

LETTER OF INTENT

BETWEEN

YORK REGION DISTRICT SCHOOL BOARD

AND

ELEMENTARY TEACHERS' FEDERATION
OF ONTARIO-YORK REGION

RE: SUMMER SCHOOL AND NIGHT SCHOOL

The parties agree that they will jointly explore with OSSTF the possibility of a common understanding and agreement that elementary teachers qualified in a particular subject will be given preference over internal and external unqualified applicants for such a subject.