

COLLECTIVE AGREEMENT

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Between

THE GREATER ESSEX COUNTY DISTRICT SCHOOL BOARD

and

THE GREATER ESSEX COUNTY LOCAL

of

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

SEPTEMBER 1, 2008 TO AUGUST 31, 2012

11202 (05)

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ARTICLE I - PURPOSE AND SCOPE

- 1.01 It is the intent and purpose of the parties to this Agreement to maintain harmonious relationships between the Board and each teacher in the Union and to cooperate to the fullest extent in an endeavour to provide the highest quality of educational services.
- 1.02 It is the intent and purpose of this Agreement to establish salaries, allowances and benefits, and to provide for certain terms and working conditions and to provide for the prompt and equitable settlement of grievances.
- 1.03 This Agreement shall supersede all previous such agreements. Except for error, inadvertence or omissions, it shall set the terms of employment and it shall be binding upon the Board, the Bargaining Unit and the individual members of the Bargaining Unit.

ARTICLE II - RECOGNITION

- 2.01 The Employer recognizes The Elementary Teachers' Federation of Ontario (ETFO) as the bargaining agent authorized to negotiate on behalf of its members employed to teach by the Employer and assigned as teachers to one or more elementary schools or to perform duties in respect of such schools all or most of the time.
- 2.02 The Employer recognizes the right of the Bargaining Unit to authorize ETFO or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent them in all matters pertaining to the negotiation and administration of this Collective Agreement.
- 2.03 The Employer further recognizes its obligation to advise a teacher of his/her right to Bargaining Unit representation at a meeting when the conduct or competence of a teacher is being considered which may lead to disciplinary actions.
- 2.04 The Union recognizes the Negotiations Policy Committee and its Negotiation Team as the body authorized to negotiate on behalf of the Board.
- 2.05 The Union recognizes the right of the Employer 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.
- 2.06 The Union shall notify the Board in writing of the names of persons elected to office in the Union.
- 2.07 The Union will be allowed to communicate with its membership using the Board's internal mail service, fax and e-mail.

- 2.08 The Board shall provide the Workplace Steward access to a bulletin Board in each workplace for the posting of Union business and information for the Union membership.
- 2.09 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.
- 2.10 The Board recognizes that ETFO stewards have the right to fulfill their responsibilities in the workplace. The Board shall not take any disciplinary measures against a steward as a result of Union activities so long as these activities do not interfere with the school program and school operation.
- 2.11 During an orientation session, the Union, upon request, will be given an opportunity to address new elementary teachers on matters that relate to their relationship with the Union.

ARTICLE III - INTERPRETATION

- 3.01 "Additional allowance" means the allowances paid under Articles VII and VIII in addition to basic salary.
- 3.02 The "Board" means the Greater Essex County District School Board.
- 3.03 "Salary"
- (a) "Basic Salary" means salary according to the salary grid(s) in Article VII.
 - (b) "Total Salary" means basic salary as defined under Subsection 3.03 (a) plus additional allowances.
- 3.04 Definition of Teacher
- (a) "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 the Education Act 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.
 - (b) A "Laid-off Teacher" is a teacher who cannot be accommodated in the elementary panel based on his/her seniority and qualifications.
 - (c) "Occasional Teacher" means a person employed by the Board and shall have the same meaning as in the Education Act.
 - (d) "Part-Time teacher" means a teacher employed by the Board on a regular basis for other than full-time duty.
 - (e) "Permanent Teacher" means a teacher employed by the Board as a permanent teacher.

(9) A "Surplus Teacher" is a teacher who is not needed to meet the program requirements of a school.

3.05 The "Union" means the Elementary Teachers' Federation of Ontario.

3.06 "Vacancy" means the position which has been vacated because of promotion, resignation, death, discharge, retirement or extended leave of absence - other than a seventeen (17) week maternity leave - that extends beyond the end of the school year.

ARTICLE IV - MANAGEMENT RIGHTS

4.01 The Union recognizes that the Board has the right, duty and responsibility to provide, operate and manage its elementary schools under its jurisdiction according to the laws of Ontario and subject to the express provisions of this Agreement, so long as these provisions are not inconsistent with any law of Ontario. The Board agrees, however, that it will not exercise any of its rights or make or alter any rules or regulations for the purpose of restricting or limiting the rights of its teachers as granted and preserved in this Agreement.

- 4.02 (a) The Union further recognizes the right and duty of the Board to promote, demote, transfer, discharge, suspend without pay and discipline teachers **for** just cause, subject to the provisions of the Agreement expressly governing the exercise of these rights and subject to the right of any teacher to lodge a grievance in accordance with Article XV.
- (b) **No** teacher shall be demoted, discharged, dismissed or disciplined in any way without just cause. The Union accepts a lesser standard for probationary teachers with respect to due process and a program of assistance provided by the appropriate administrators.

4.03 The Board agrees to discuss, at a T.B.R.C. meeting, any newly proposed Board Policy or Ministry of Education initiative that affects the working conditions of members of the Bargaining Unit. Such consultation will occur after the Board becomes aware of the required changes, prior to implementation when possible.

4.04 The Board agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

4.05 (a) Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence. **No** member of the Union shall be required or requested to evaluate a teacher's competence or discipline a teacher.

(b) Information gathered through District Reviews, program assessments and classroom visits by LNST's, Ministry Officials, etc shall not be used adversely in an individual Teacher's Performance Appraisal.

- 4.06 (a) Except as otherwise required in the **Education Act** or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.
- (b) In any mentoring arrangement undertaken pursuant to the requirements of the **Education Act**, should either a new teacher or an experienced teacher who is acting as a mentor to a new teacher decide that the mentoring relationship is not operating in a successful manner, in consultation with the principal and the person in charge of the mentor program, a different mentor will be found for the new teacher. There shall be no reprisals for either party in the event of such a decision.

ARTICLE V - IMPLEMENTATION

- 5.01 (a) The salary, benefits, and allowances agreed upon in any contract between the Board and a teacher shall be the salary, benefits and allowances provided for in this Agreement and any other payments or arrangements related thereto shall not be agreed to, shall not be binding and shall be deemed to be contrary to this Collective Agreement.
- (b) All teachers shall be given equal pay for equal qualifications and experience and equal Opportunity for teaching positions, benefits, leaves and education improvements.
- (c) A part time Teacher shall be paid at the rate of salary of the Teachers' category with appropriate allowances for teaching, related experience, post graduate degree(s), employee benefits, cost of living allowances, and other allowances as provided for in this agreement, all of which will be prorated in the same ratio as the part-time assignment bears to full-time assignment.
- 5.02 If a teacher is appointed to a Position of Added Responsibility for a term appointment and the teacher is declared surplus before the end of the term appointment, he/she shall continue to receive the additional allowance until the end of the agreed upon term.
- 5.03 (a) In the event the Employer requires a new position within the system for teachers subject to this Agreement, the administration shall first discuss the creation and salary of the new position with the Bargaining Unit. Such position shall be advertised within the elementary schools for a period of ten (10) teaching days. If no applications are received or if none of the applicants are qualified to fill the position, the Employer may take such steps as it considers necessary to fill such positions.
- (b) Qualified teachers in the employ of the Board in the elementary panel shall be given the first opportunity to be considered for any such new position

prior to external advertisement of the position and shall be given priority and preference in appointment provided all other factors are equal.

(c) The Union will be notified by the Board as to the qualifications for the position.

5.04 Blank Acceptance of Position forms for all teachers who are subject to this Agreement shall be accessible to the Union.

5.05 The parties agree that there shall be no interference, restraint, coercion or discrimination practiced against employees on the grounds of membership or as highlighted within the **Ontario Human Rights Code**, such as race, ancestry, place of origin, citizenship, creed, sex, sexual orientation, gender identity, age, record of offences, marital status, family status or disability.

5.06 Probationary Period
A newly hired teacher shall serve a probationary period of one year. This probationary period may be extended for an additional year.

5.07 (a) The Board agrees to provide the Union with a schedule listing of all contract day-school teachers covered by this Agreement complete with address, work location, professional qualifications, category, current FTE and salary level, electronically. Two dates shall be determined by mutual consent.

(b) Scattergrams of category and current salary will be provided to the Union by November 30 each year.

(c) At the time of hiring of any teacher during the term of this Agreement, the Board shall provide the foregoing information to the Union. In the event of any subsequent changes in any teacher's status, excluding sick leave, including without restriction, resignation and termination. A monthly schedule of notification will be mutually agreed upon at the beginning of the school year.

5.08 The Board shall not distribute a teacher's phone number or address (including e-mail) to students (or family members of students) without the consent of the teacher.

5.09 The Board agrees to consult with the Union prior to implementing any new record-keeping/reporting technology to be used by teachers.

ARTICLE VI - CATEGORY CLASSIFICATION

6.01 Each teacher's category classification on the salary grid shall be determined by the application of the current QECO program or, at the option of the teacher, the teacher may continue placement under a previous program.

Should QECO develop a new program during the life of the collective agreement, the new program shall apply. A teacher who has chosen, per the above, to continue placement under a previous QECO program shall have the option to either continue placement under the chosen program or to have placement determined according to the new QECO program.

- 6.02 (a) When a course or courses which result in a category change have been completed before September 30th, the salary adjustment shall be retroactive to September 1st of the same year provided that:
- (i) the teacher notified the Human Resources Division at the Board Office in writing by December 31st that he/she is expecting a change in category or qualifications.
 - (ii) the documentary evidence was submitted to the Board office prior to June 1st of the same school year.
- (b) When a course or courses which result in a category change have been completed by December 31st, the salary adjustment shall be retroactive to January 1st provided that:
- (i) the teacher notified the Human Resources Division at the Board office in writing by April 30th that he/she is expecting a change in category or qualifications.
 - (ii) the documentary evidence was submitted to the Board office prior to June 1st of the same school year.
- (c) Documentary evidence of category change or improved qualifications shall be submitted by the teacher such as the original of his/her Ontario College of Teachers certificate and/or original university transcript together with the statement of evaluation from QECO. In the event of any discrepancy, QECO shall govern.
- 6.03 (a) Temporary Positions of Added Responsibility
- (i) When a Principal or Vice-Principal will be absent from school for a period of more than twenty (20) consecutive work days, but less than one school year, the Board may appoint a Teacher as a "Temporary Principal or Vice-Principal" to fulfill the duties of the absent administrator.
 - (ii) The "Temporary Principal/Vice-Principal" shall be paid at the starting grid salary rate for the position, pro-rated for the period of

the temporary assignment. The duties and responsibilities of the "Temporary Principal/ Vice-Principal" shall be the same as the Principal/Vice-Principal in that school for the period of the temporary assignment. The "Temporary Principal and Vice-Principal" shall pay dues to the Union.

- (iii) The Teacher shall be entitled to return to the Teacher's former position in the Bargaining Unit if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break of service within the Bargaining Unit.
 - (iv) A replacement teacher shall be hired to replace a Teacher who is appointed as a "Temporary Principal/ Vice-Principal" for the duration of the temporary assignment.
 - (v) This appointment may be terminated by mutual consent.
- (b) Acting Administrative Positions-Terms and Conditions
- (i) The parties agree that an employee who is a member of the Bargaining Unit may substitute for an absent Principal/vice-Principal for a period not to exceed twenty (20) days. The temporary Principal/vice-Principal shall be paid the following salary:

1/194 of Year 1 of the vice-Principal's Salary Grid times the number of days in the position. This salary shall be in lieu of the employee's regular salary.
 - (ii) The employee will continue to be subject to all terms and conditions of this Collective Agreement.
 - (iii) An occasional teacher shall be hired effective the second consecutive day of an assignment for half the teacher's timetable unless the Principal, in consultation with the Superintendent, determines that a full day replacement is required to replace a member of the Bargaining Unit who is acting to replace an absent Principal in a school where there is no vice-principal assigned.
 - (iv) The Teacher in Charge shall not discipline or evaluate other Teachers.

ARTICLE VII - SALARY SCHEDULE

7.01 (a) Salary Grids

The minimum basic salary for teachers shall be according to the following grids in respect of qualifications and experience:

Note: A teacher in Category A can only move beyond the penultimate step (Step 9) after having successfully completed the course requirements in accordance with the Pay Equity Agreement.

(b)

	<u>Effective 2008 09 01</u>		<u>2%</u>		
	A	A1	A2	A3	A4
0	38,866	40,420	42,130	46,065	48,195
1	40,803	42,673	44,508	48,718	51,033
2	42,766	45,041	47,015	51,519	54,050
3	44,970	47,544	49,676	54,492	57,238
4	47,345	50,194	52,473	57,635	60,614
5	49,786	52,983	55,425	60,952	64,188
6	52,430	55,930	58,560	64,462	67,973
7	54,880	59,038	61,862	68,171	71,987
8	59,876	62,324	65,346	72,107	76,234
9	65,371	66,728	69,239	76,782	80,682
10	71,138	71,138	73,136	81,460	85,812

	<u>Effective 2009 09 01</u>		<u>2%</u>		
	A	A1	A2	A3	A4
0	39,643	41,228	42,973	46,987	49,159
1	41,619	43,526	45,398	49,693	52,053
2	43,621	45,942	47,955	52,550	55,131
3	45,869	48,495	50,670	55,582	58,383
4	48,292	51,198	53,522	58,788	61,826
5	50,782	54,043	56,533	62,171	65,471
6	53,479	57,048	59,731	65,751	69,332
7	55,978	60,218	63,099	69,534	73,426
8	61,074	63,571	66,653	73,549	77,758
9	66,678	68,063	70,623	78,317	82,296
10	72,561	72,561	74,599	83,089	87,528

Effective 2010 09 013%

	A	A1	A2	A3	A4
0	40,833	42,465	44,262	48,396	50,634
1	42,868	44,832	46,760	51,183	53,615
2	44,929	47,320	49,394	54,126	56,785
3	47,245	49,950	52,190	57,250	60,135
4	49,741	52,734	55,128	60,551	63,681
5	52,305	55,664	58,229	64,036	67,435
6	55,083	58,760	61,523	67,724	71,412
7	57,657	62,025	64,992	71,620	75,629
8	62,906	65,478	68,653	75,755	80,091
9	68,679	70,105	72,742	80,667	84,765
10	74,737	74,737	76,837	85,582	90,154

Effective 2011 09 013%

	A	A1	A2	A3	A4
0	42,058	43,739	45,590	49,848	52,153
1	44,154	46,177	48,163	52,719	55,223
2	46,277	48,740	50,876	55,750	58,488
3	48,663	51,448	53,755	58,967	61,939
4	51,233	54,316	56,782	62,368	65,591
5	53,875	57,334	59,976	65,957	69,459
6	56,735	60,522	63,369	69,755	73,555
7	59,387	63,886	66,942	73,769	77,898
8	64,793	67,442	70,712	78,028	82,494
9	70,739	72,208	74,924	83,087	87,307
10	76,980	76,980	79,142	88,150	92,858

7.02 Cost of Living Allowance

(Suspended for the currency of this Agreement.)

All teachers covered by this Agreement shall be subject to a cost of living allowance as set forth below:

- (a) April 1993 and will trigger when the Consumer Price Index for the above-mentioned period exceeds 4.8% and will be capped when the Consumer Price Index reaches 7%.
- (b) The cost of living allowance will be equal to the rate of increase in the Consumer Price Index (Canada 1981=100) accurate to the nearest 10th of a percent applied to the September 1, 1992 to August 31, 1993 salaries and allowances as set forth in Sections 7.01, 7.02. Such cost of living allowance will be paid in a lump sum payment in June of 1993 and it will

be folded into the salaries and allowances as set forth in Section 7.01 (a) effective September 1, 1992 to August 31, 1993.

- (c) No adjustments, retroactive or otherwise, shall be made due to any revisions which may later be made in the published figures used in the calculation of the Consumer Price Index for any month on the basis of which the allowance has been determined.
- (d) Prorated cost of living payments will be made to teachers who are employed on a part-time basis.

7.03 Method of Pay Option:

(a) Each school year, each employee shall have the option to receive one of the following methods of payment which will be deposited by the Board into an account designated by the employee and compatible with the Board's Payroll program.

(i) Twenty-two (22) payments to be made up as follows:

Advance pay on the first school day
Twenty payments during the school year
Hold back pay on the last school day

(ii) Twenty-four (24) payments to be made up as follows:

Advance pay on the first school day
Twenty payments during the school year
Three payments: July 15th, July 30th, August 15th – each payment to include one-third of the holdback.

(b) Regardless of the method of payment selected by the employee, as outlined in 7.03 (a) above, it is agreed that each regular payment will be subject to a hold back of 15% of the gross amount of the regular payment. An advance for the four-month period September to December based on 1.5% per month (6%) of gross annual salary will be paid on the first school day in August or September at the time the advance is run. A hold back for the six-month period January to June based on 1.5% per month (9%) of gross annual salary will be paid in accordance with the method chosen.

Note: Teachers hired subsequent to the commencement of the school year or returning to work following a leave of absence shall not be paid the advance payment nor shall the teacher be subject to the holdback deduction applicable to the advance.

- (c) The pay dates for the school year shall be the 15th and 30th of each month or the immediately preceding business day if the 15th or 30th fall on a weekend or holiday.
- (d) A request to change from one method of pay option to another must be made in writing to the Human Resources Department no later than May 15th to be effective June 30th of the current school year.

(e) A member who is retiring by June 30th of the current school year shall notify the Board in writing by May 31st and shall receive all salaries owed to them by July 30 provided all required documentation has been received.

- 7.04 (a) Previous contract teaching experience in Ontario or its equivalent elsewhere as well as previous occasional teaching experience recognized by the predecessor Boards in accordance with the applicable Collective Agreements, shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid. The practice of the predecessor Essex Board with respect to the United Mennonite Educational Institute (UMEI) shall continue to be recognized.
- (b) In addition to 7.04 (a), long term occasional teaching experience in Ontario accumulated after September 1, 1998 and short term occasional teaching experience in Ontario accumulated after September 1, 2002 shall be recognized as teaching experience for the purpose of placing a teacher on the salary grid.
- (c) Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (d) Teaching experience subsequent to being hired shall be calculated on the basis of one (1) month equals .1 year and shall be recorded each September 1. A teacher must be employed for at least one-half (1/2) of the available school days in a given month to gain credit for a full month's teaching experience for that month. It is understood that a month begins with the first day of the assignment. Experience calculated shall be added to a teacher's previous experience and shall be effective as of the next school year.
- (e) Teaching experience gained prior to being hired as a contract teacher shall be calculated on the basis of 194 days equals one (1) full year.
- (f) Teaching experience under 7.04 (a) and (b) shall be cumulative from year to year and shall be calculated as follows:
1. each full year of experience shall count as one (1) year;
 2. any remaining fraction of a year shall be calculated as follows:
 - (i) less than 0.4 of a school year - No Credit
 - (ii) 0.4 of a school year and less than .8 of a school year
– 1/2 year credit
 - (iii) 0.8 of a school year to 1.0 school year - 1 year credit

Example: A teacher teaches 0.8 in year 1 and 0.8 in year 2. The teacher shall be paid at step 1 at the start of year 2. The teacher shall have

accumulated 1.6 years of experience by the end of year 2 and will be placed at 1.5 grid steps at the commencement of year 3.

Note: Proof of experience shall be furnished as the original or the written statement from the employing Board(s).

7.05 Other Experience

Teachers who have business or industrial experience or other experiences related to the field for which the teacher is hired shall be paid an allowance per year as follows, in addition to placement on the grid. Such allowance not to pierce the maximum.

	<u>Per Year</u>	<u>Maximum</u>
<u>Effective September 1, 2008</u>	<u>\$306</u>	<u>\$3,060</u>
<u>Effective September 1, 2009</u>	<u>\$312</u>	<u>\$3,121</u>
<u>Effective September 1, 2010</u>	<u>\$321</u>	<u>\$3,215</u>
<u>Effective September 1, 2011</u>	<u>\$331</u>	<u>\$3,311</u>

Note: For the purpose of allowance, the work experience must be full-time work, must be the primary occupation of the person concerned, and must not be work engaged in during vacation periods. Years of experience which were used to secure entrance to a college of education or to upgrade a teacher's classification may not be used to calculate the experience allowance.

7.06 It is the responsibility of the teacher to furnish proof of experience directly to the Human Resources Division and a copy to the Principal within three (3) calendar months of the date of commencement of employment unless a further time is allowed by mutual agreement between the authorized representatives of the Board and the Union.

7.07 **No** teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of Articles 7.03, 7.04 and 7.05.

7.08 Post Graduate Degrees and Additional Educational Allowances

In addition to all other allowances, each teacher shall be paid an allowance for post graduate degrees as any one of the following:

(a) **A** holder of an approved master's degree except as excluded hereunder, following a Canadian degree or its equivalent, where the courses are not being used for other certificates or purposes, will receive an allowance per annum as follows:

<u>Effective September 1, 2008</u>	<u>\$941</u>
<u>Effective September 1, 2009</u>	<u>\$960</u>
<u>Effective September 1, 2010</u>	<u>\$989</u>
<u>Effective September 1, 2011</u>	<u>\$1,019</u>

- (b) The holder of an approved Ph. D. degree following a Canadian degree or its equivalent, where the courses are not being used for other certificate or purposes, will receive an allowance per annum inclusive of the allowance for an approved Master's degree as follows:

<u>Effective September 1, 2008</u>	<u>\$1,632</u>
<u>Effective September 1, 2009</u>	<u>\$1,665</u>
<u>Effective September 1, 2010</u>	<u>\$1,715</u>
<u>Effective September 1, 2011</u>	<u>\$1,766</u>

- (c) A holder of an approved Master's degree or a Master of Education degree, following a Canadian degree or its equivalent, where not more than one-third of the courses are being used for other certificates or purposes above the level of an undergraduate degree will receive an allowance per annum, as follows:

<u>Effective September 1, 2008</u>	<u>\$434</u>
<u>Effective September 1, 2009</u>	<u>\$442</u>
<u>Effective September 1, 2010</u>	<u>\$455</u>
<u>Effective September 1, 2011</u>	<u>\$469</u>

7.09 (a) Isolation Allowance

A teacher in the Pelee Island Public School Unit shall be granted an isolation allowance per annum as follows:

<u>Effective September 1, 2008</u>	<u>\$1,429</u>
<u>Effective September 1, 2009</u>	<u>\$1,458</u>
<u>Effective September 1, 2010</u>	<u>\$1,501</u>
<u>Effective September 1, 2011</u>	<u>\$1,546</u>

- (b) The Pelee Island Satellite School Leader will be paid the regular category salary plus an allowance as follows:

	Satellite Leader	Per Classroom
<u>Effective September 1, 2008</u>	<u>\$791</u>	<u>\$166</u>
<u>Effective September 1, 2009</u>	<u>\$806</u>	<u>\$170</u>
<u>Effective September 1, 2010</u>	<u>\$830</u>	<u>\$175</u>
<u>Effective September 1, 2011</u>	<u>\$855</u>	<u>\$180</u>

ARTICLE VIII - RESPONSIBILITY ALLOWANCES

8.01 In addition to the salary outlined in article 7.01, a teacher holding a position of responsibility as a consultant shall be paid the following annual allowance which shall have the effect of piercing the maximum salary.

<u>Effective September 1, 2008</u>	<u>\$7,493</u>
<u>Effective September 1, 2009</u>	<u>\$7,643</u>
<u>Effective September 1, 2010</u>	<u>\$7,872</u>
<u>Effective September 1, 2011</u>	<u>\$8,108</u>

ARTICLE IX - EMPLOYEE BENEFITS

9.01 Sick Leave

- (a) A teacher transferring from another system shall begin his or her service with the Board with the cumulative sick leave credit to which he or she is entitled in accordance with the Education Act.
- (b) Teachers shall be granted twenty (20) days sick leave credit on September 1 of each school year.
- (c) Sick leave credits shall accumulate from year to year to a maximum of two hundred ~~fifty~~ (250) days. A teacher may accumulate additional days in the amount of ~~fifty~~ percent (50%) of the unused portion in any school year.

Sick leave accumulation for teachers from the former Essex County Board of Education accumulated prior to September 1, 1998, will be carried over to the Greater Essex County District School Board.

- (d) Accumulation for part-time teachers shall be on a pro-rata basis.
- (e) A deduction shall be made in cumulative sick leave credits amounting to the number of days which a teacher is absent through illness and for which that teacher is paid, in any year, which is in excess of twenty (20).
- (f) **All** years of service with the Board and its predecessor Board(s), except during leave of absence and sabbatical leave, will be included when calculating the cumulative sick leave credit of a teacher.
- (g) All sick leave credits accumulated while employed as an occasional teacher with this Board shall be carried forward by the teacher.
- (h) In a situation of a school closure, no member will lose pay or sick leave credits.

9.02 Allowance at Time of Retirement with Pension or Death

(a) In case of retirement with pension or death while in the employ of the Board, the Board shall pay an allowance to a maximum of fifty percent (50%) of the teacher's salary as follows:

- (i) In the case of retirement with pension, payment shall be made to the teacher provided the teacher has at least ten **(10)** years' service with the Board or its predecessor Board(s);
- (ii) In the case of death, payment shall be made to his/her beneficiary or to the estate

(b) The amount of retirement allowance shall be calculated as follows:

$$\text{Retirement Allowance} = \frac{A}{200} \times \frac{B}{25} \times \frac{C}{2}$$

- A - Cumulative sick leave at retirement with pension or death
- B - Years of service with the Board or its predecessor(s). Fractional years shall be counted as full years for this calculation effective September **2001**.
- C - Annual salary at retirement with pension or death except for teachers on an indefinite leave of absence as provided for in Subsection **9.13**. (For full-time teachers who in the last five (5) years of service choose to be employed on a fractional timetable basis, the retirement allowance shall be based on the annualized rate of salary. Effective September **1, 1998** and for the purposes of calculating the retirement gratuity, the annual salary shall not exceed the salary of a teacher when he/she is eligible for a **70%** pension (**35** years). Effective September **1, 2010** the date of "effective September **1, 1998**" will be removed.

- (c) An employee at retirement has the option of receiving payment of the retirement gratuity in the year of retirement or split between the year of retirement and the following calendar year.
- (d) The retirement gratuity of teachers on an indefinite leave of absence shall be based on the salary in effect in the last year of active service with the Board. For teachers on an indefinite leave of absence prior to September **1, 1987**, the retirement gratuity will be based on the salary in effect on September **1, 1987**.
- (e) Teachers who meet the Collective Agreement definition for retirement and are in the last calendar year within which they are eligible for the commuted value of their pension, and take the commuted value of their pension, are deemed upon their retirement to be retired with pension and

are eligible for their retirement gratuity in accordance with Article 9.02 of the Collective Agreement.

9.03 Hospital and Medical Insurance Plans

(a) The Board will pay the full premium cost of a plan for employees and their dependents for semi-private hospital care charges over and above Ontario Health and/or the Workplace Safety Insurance Plan.

(b) The Board will pay the full premium cost of:

An extended health care plan negotiated by the parties including enhanced out-of-Canada coverage for employees and their dependents which provides coverage over and above Ontario Health. The deductible during any given year shall be \$10 per individual or \$20 per family;

(c) The Board will pay 100% of the premium costs of:
a generic prescription plan for employees and their dependents. On the recommendation and advice of the attending physician, no generic substitution may be made. The drug plan shall exclude over-the-counter drugs. The dispensing fee will be capped at \$6.50 per prescription.

9.04 Group Life Insurance

(a) The Board will pay the full premium cost of a group life insurance plan which provides term coverage (for each teacher) equivalent to two times the teacher's salary not to be less than \$95,000. Effective September 1, 2010, coverage will be reduced to \$10,000 at age 65 and will cease at age 70.

(b) Optional Group Life Insurance shall be offered to all active teachers at their expense effective September 1, 1999. The maximum optional group life insurance will be \$250,000 in \$25,000 segments and will be subject to the requirements of the insurance carrier. Effective September 1, 2010, coverage will terminate at the end of the month of retirement or age 65, whichever is earlier.

(c) In the event of a teacher becoming totally disabled according to the terms of the master group life contract, and prior to age 65, or normal retirement if earlier, payment of premiums after the sixth (6th) month shall be waived by the insurer during the continuance of the disability and the amount of such disability shall be continued in force during such disability or until retirement whichever comes earlier.

(d) Optional dependents life insurance will be offered to the teachers at their expense. The maximum optional dependents life insurance will be \$20,000 for a spouse and \$5,000 for each dependent and will be subject to the minimum requirements of the insurance carrier.

9.05 Dental Plan

- (a) The Board will pay 100% of the premium cost for employees and their dependents coverage for usual and customary dental charges up to the current Ontario Dental Association suggested fee guide for general practitioners, for the following dental services:

exams, consultations, x-rays, diagnostic procedures, scaling, cleaning, polishing, fluoride treatment, hygiene instruction, occlusal equilibration, fillings, extractions, oral surgery, general anaesthesia, periodontic services, drugs prescribed by dentist, endodontics (root canals), preventive orthodontics (space maintainers).

The dental plan shall provide for a nine (9) month recall visit.

- (b) The Board's dental plan shall include denture services (relining, repairing and rebasing) and prosthetics (dentures, bridges, inlays and crowns including porcelain facings on pontics or crowns posterior to the second bicuspid) at 50% co-insurance. The teachers will pay 100% of the premium cost of denture services and prosthetics.

NOTE: The annual limit for (a) and (b) above will be \$1,800; \$2,500 effective September 1, 2010.

- (c) The Board will pay 100% of the premium cost for orthodontics for dependents up to age 18 (50% coinsurance to a lifetime maximum of \$2,500.)

9.06 Vision Care Plan

The Board will pay 100% of the premium cost for employees and their dependents for a vision care plan. The plan will pay a maximum of \$300.00; effective September 1, 2010 - \$450.00 towards the purchase of new or replacement eyeglasses, replacement parts of frames or replacement of lenses to existing eyeglasses, or the purchase of contact lenses in lieu of eyeglasses, laser surgery, eye exams or any combination thereof. The full benefit is available at two year intervals to commence from the date of the most recent purchase made under the vision care plan.

- 9.07 While an employee is receiving salary under the Board's cumulative sick leave plan, or while on L.T.D. in lieu of sick leave in accordance with Section 9.13 or XII, the Board will continue to pay the portion of the premiums of the benefits outlined in Sections 9.03, 9.04, 9.05, and 9.06.

- 9.08 (a) Within sixty (60) days of the signing of this Agreement, or as soon as possible thereafter, ETFO will be provided with copies of all insurance policies negotiated between the Board and carrier related to employee benefits provided in this article.

- (b) A copy of master insurance policies shall be given to the Union within one (1) month of ratification of the Collective Agreement.

- (c) The current benefits booklet will be posted on the Board's intranet site.

9.09 Retirement Benefits

- (a) Effective the date of ratification, teachers who retire prior to the age of **65** and their spouses, will have the option to participate, until the age of **65**, in the Extended Health, Dental and Vision benefits provided for active teachers. The provision of such benefits will be at no cost to the Board. The premiums will be established by the insurance carrier based on the claims cost experience of the retired teachers. As an estimate for the first year the premiums will be set at the active members' rate plus **10%**. These premiums will be adjusted annually to reflect any surplus or deficit in the prior year with respect to actual claim cost versus the estimated premiums paid by the retired teachers.

Annually, the parties shall meet to review membership in the retiree benefit plan and data regarding experience for the past year.

- (b) To maintain participation and coverage under the Agreement, the retired teacher must agree to participate in a pre-authorized debit plan to pay the full monthly premiums. The retired teacher shall supply the Board with a void cheque from his/her bank account. Deductions will be made from the teacher's account on the first banking day of each month. The Board reserves the right to discontinue participation in the benefit plans for anyone should any **two** payments be denied for insufficient funds.
- (c) The following conditions will apply for retired teachers to be enrolled in **benefits identified above**.
- (i) The teacher must elect to retain coverage within **31** days of retirement date otherwise coverage shall be cancelled.
- (ii) If the teacher withdraws from coverage at any time prior to age **65**, the teacher shall be in-eligible to re-enroll in the coverage.

9.10 The spouse of a deceased teacher may retain membership in the group benefit plan to which the teacher belonged at the time of death. The spouse may retain such membership until such time as he/she attains the age of **65** years and shall pay the full premium cost to maintain such participation under the group contracts.

9.11 The benefits provided in Sections **9.03** to **9.06** shall be in accordance with those stipulated in the respective insurance policies.

9.12 If a teacher is absent from work for more than a full school year because of illness, accident or injury, he/she shall continue to accumulate seniority during that absence but shall not accumulate credit **for** service, experience or sick leave. Such a teacher will be placed on an indefinite leave of absence. An indefinite leave of absence shall continue until the teacher proves satisfactorily

to the Board that he/she is able to return to work or until the teacher is eligible for an unreduced pension (85 factor).

9.13 Long Term Disability

- (a) The Board shall administer payroll deductions for the Long Term Disability plan established by the Bargaining Unit.
- (b) Participation in the plan shall be a condition of employment for all employees currently participating in the plan and any newly hired employees as long as the member is eligible to receive benefits from such an L.T.D. plan.
- (c) Employees will pay the full premium of the L.T.D. plan. Employees may withdraw from the plan for the period, length of which is the waiting period, prior to the confirmed retirement date or the date when the employee qualifies for an unreduced pension.
- (d) A teacher on sick leave shall be required to apply for Long Term Disability benefits and shall not be allowed to use sick leave credits other than for the waiting period in respect of the same illness if he or she is approved for L.T.D. benefits. If a teacher who is a member of the L.T.D. plan is denied L.T.D. benefits but is unable to return to teaching, he/she may use sick leave credits beyond the waiting period until he or she has completed the school year in which he or she reaches age 65 or is eligible for a minimum pension of 66% whichever comes first. Notwithstanding the above, a teacher who is not eligible to be a member of the L.T.D. plan, will not be allowed to use sick leave credits for illness beyond 120 calendar days.
- (e) A teacher receiving benefits through the Workplace Safety and Insurance Act for permanent disability will be required to apply for L.T.D. benefits for the purpose of top-up only and if eligible would not use sick leave credits for top-up.

9.14 The Board agrees that, should insurance carriers be changed, the benefit coverage shall not be less than that provided under the existing policy. In case of change in carrier, the Board shall provide the Union with copies of all new Master Policies.

9.15 If a teacher on a leave in excess of one month wishes to remain on the Board benefit plan, the teacher will be invoiced for the full-cost of the benefit premiums for the period the employee is on the extended leave.

9.16 Notwithstanding the above, the Master Policy is the true and full record of all benefit coverage.

9.17 For active employees over the age of 65, Out of Country Travel insurance will be no longer be available. If the total cost of benefits for an active employee over the age of 65 is greater than that of an active employee under the age of 65, the employee will be invoiced for the difference.

Additional annual enhancement of benefits shall be as follows:

- Full co-ordination of benefits effective September 1, 2009.
- Extended Health: Effective September 1, 2009 - Sleep Apnea equipment to a maximum of \$1,000 every 36 months.
- Chiro/Massage - effective September 1, 2010 increase to \$475.00 per calendar year; effective September 1, 2011 increase to \$550.00 per calendar year.
- Physio - effective September 1, 2010 increase to \$500.00 per calendar year; effective September 1, 2011 increase to \$750.00 per calendar year

ARTICLE X - LEAVES OF ABSENCE

Pregnancy/Adoption/Parental Leave

- 10.01 (a) The Board will grant pregnancy/adoption/parental leaves according to the requirements of the Employment Standards Act.
- (b) In order to facilitate their replacement, teachers are encouraged to inform the Superintendent responsible for staffing, in writing, of the expected commencement of their pregnancy/parental/adoption leave at their earliest convenience.
- (c) A pregnancy leave may begin no earlier than seventeen (17) weeks before the expected birth date. A parental leave may begin no more than thirty-five(35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- (d) (i) The maximum length of a pregnancy/adoption/parental leave shall not exceed **two (2)** years and shall terminate on a date mutually agreed to by the teacher and the appropriate Superintendent. The return date will be determined prior to the commencement of the leave.
- (ii) In special circumstances, a pregnancy/adoption/parental leave of absence beyond that provided for in (i) above may be granted by the appropriate Superintendent. Upon a request by a teacher, such leave to terminate on a date mutually agreed by the teacher and the appropriate Superintendent but not to exceed beyond the end of the school year.
- (e) The Board's obligation to reinstate the employee ends at the expiration of the maximum weeks leave of absence allowed under the Employment Standards Act, allowing sufficient time for the employee to report, provided a longer pregnancy/adoption/parental leave has not been granted under (d) (i) or (ii) above.
- (f) A teacher on pregnancy/adoption/parental leave shall be entitled to accumulation of credit for seniority and teaching experience and the Board's contribution to benefits for the maximum weeks allowable, in accordance with the Employment Standards Act.

- (g) The Board shall provide for teachers on pregnancy/adoption/parental leave a supplementary employment insurance benefits plan approved by the Canada Employment and Immigration Commission. For each week of the two week mandatory waiting period, the plan will pay a sum equal to 95% of the teacher's salary. Any waiting period that falls within the Christmas holiday, March break, or summer holiday will not be paid.
- (h) For the period of a pregnancy/adoption/parental leave in excess of the maximum weeks allowable in accordance with the Employment Standards Act, the employee shall not be entitled to further credit for service or experience. Seniority shall continue to accumulate in accordance with Article XIII (Seniority).
- (i) Cumulative sick leave shall not apply during the period of leave nor shall the sick leave allowance or any fraction thereof be paid during the duration of the leave except for illness or disability verified by a physician except as specified in 10.01 (n).
- (j) The pregnancy/adoption/parental leave applied shall apply in respect of any employee who has worked for the Board for thirteen (**13**) weeks or more prior to the commencement of the leave.
- (k) A teacher whose pregnancy terminates after the beginning of the twentieth week preceding the due date shall be entitled to payment under the SEB plan.
- (l) A teacher who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave. The teacher will be assigned by the appropriate Superintendent.
- (m) A teacher who has taken a pregnancy/adoption/parental leave shall be reinstated when the leave ends to the position most recently held with the employer, if it still exists, or a comparable position if it does not.
- (n)
 - (i) For pregnancy leaves only, the Board will pay a top-up amount for a maximum eight (**8**) week period immediately following the birth of a child.
 - (ii) The top-up pay will be 95% of the regular wage for the two week waiting period and the difference between what an employee receives from the Employment Insurance (EI) and her regular wage for the remaining six (**6**) weeks.
 - (iii) To receive pay, the employee must forward to the Human Resources Department, proof of receipt of pay from EI. An application for pregnancy leave as well as a medical certificate identifying the expected date of birth is required prior to the employee taking their leave.

- (iv) The pay will not exceed the amounts specified in (ii) above.
- (v) The eight (8) week period will include the two (2) week waiting period and furthermore is not in addition to the seventeen (17) week pregnancy leave maximum and thirty-five (35) week parental leave maximum.
- (vi) If not eligible for EI, the employee will be entitled to regular compensation from the employee's accrued sick leave bank for a maximum of six (6) weeks or the days accrued in their sick leave bank.

10.02 Teachers are entitled to Compassionate Care Leave in accordance with the Employment Standards Act. "Compassionate Care Leave" means a leave taken for the purposes of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks.

10.03 Miscellaneous Leaves of Absence

- (a) Teachers shall be entitled to short-term personal leave each work year without loss of salary, sick leave, benefits, experience or seniority, subject to the following limitation(s):

LEAVE CATEGORY

LIMIT IN DAYS

1. Serious illness of spouse, parent, step-parent child, step-child, brother, step-brother, sister, step-sister, mother or father-in-law, foster child, total dependent Note: This section is invoked in emergency situations or serious illness and is confined to one day per illness. If circumstances require more than one day an application should be made under Article 10.05	1 day per illness
2. Death of those mentioned in (1)	5 days per occurrence
3. Death of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, grandchild or grandparent	3 days per occurrence
4. Funeral of relative or friend not mentioned above	1 day per occurrence
5. Quarantine or other orders by health authorities	Period certified by health authorities

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| 6. | (a) Court appearance and other tribunals if not a party to the action, but if summoned as a witness. | Period required by court |
| | (b) Court appearance and other tribunals party to the action | 1 day per occurrence
(additional days at cost of supply if used) |
| 7. | Jury Duty | Period required by the court |
| 8. | Adoption or birth of child | 2 days per occurrence |
| 9. | Writing University or similar examinations (including the defending of a Masters or Doctoral Thesis) and attending one's own graduation. | 1 day per occurrence |

Note: Additional time may be granted by the Superintendent of Human Resources when required for traveling.

- 10.03 (b) A teacher shall make reasonable efforts to notify his/her principal or immediate supervisor in writing before taking leave in accordance with 10.03 (a). Where an emergency prevents prior notification of the need for leave, a teacher shall notify his/her principal or immediate supervisor verbally as soon as possible of the leave which has been taken and confirm the leave in writing.

10.04 Miscellaneous Leaves

Miscellaneous leaves may be granted by the Superintendent of Human Resources to a teacher without loss of salary, sick leave, benefits, experience, or seniority, but with the teacher assuming the cost of the occasional teacher if required and called to replace the teacher on leave. Such leaves shall be granted for the purpose of:

- (a) attending summer courses leading to a bona fide degree or teaching certificate that commence prior to the end of the school year;
- (b) attending a university course required for admission to an Ontario College of Education;
- (c) attending meetings, conventions or other conferences of a political party, or ETFO;
- (d) personal leave with prior recommendation by the Superintendent of Human Resources, after consultation with the Principal.

- (e) special circumstances including times of personal crisis or where the transaction could not be conducted on other than school time;
- (f) attending the graduation of a member of the immediate family;
- (g) attending as president, elected official, commissioned officer or delegate at meetings, conventions or other conferences of O.E.A., C.E.A., C.E.C. or other recognized educational organizations, community service organizations or church councils;
- (h) attending the armed forces if attendance thereat is mandatory and the teacher does not receive any money there from other than travelling allowances and living expenses;

10.05 Leaves shall be granted by the Superintendent of Human Resources, up to a maximum of three (3) school days per year to attend to personal, legal or family emergencies that could not be conducted on other than school time. Such leave days shall be with the deduction of one sick leave credit per leave day.

10.06 Leaves may also be granted or extended under this Article to accommodate special circumstances for reasons approved by the Superintendent of Human Resources.

10.07 Teachers shall be entitled to up to two (2) personal leave days each year with the approval of the Principal. These days shall not be unreasonably withheld and shall not be used to extend any other type of leave, i.e. Christmas or March break, summer holiday and/or statutory holidays (Thanksgiving, Easter, Victoria Day weekends). Exceptions may be approved by the Superintendent of Human Resources. These days will be allowed without loss of salary, sick leave, benefits, experience, or seniority. The teacher shall reimburse the Board \$160.00 per leave day. The teacher shall make such a request to the Principal at least five (5) school days in advance of the leave date. Exceptions to the notice period may be approved by the Principal.

10.08 Union Leaves/ Time

- (a) At the request of the Union, the Board shall grant full-time release for up to three (3) persons named by the Union.
- (b) The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.
- (c) The Union will reimburse the Board for salary allowance and benefit costs that are applicable to the rate of the minimum A I teacher.
- (d) Notwithstanding the above, the parties may agree to an alternate arrangement mutually agreeable to be contained in a Letter of Understanding.

- (e) The Board shall excuse from teaching duties members of the Bargaining Unit Negotiation Committee, at no cost or loss to the individuals concerned, to attend negotiation sessions with the Board. The Union will reimburse the Board for any occasional teacher required and employed by the Board to cover the absence.
- (9) At the request of the Bargaining Unit President, the Board shall excuse from teaching duties, at no cost or loss to the individuals concerned, members of the Bargaining Unit who must be absent during working hours to carry out Union related business, provided the Union reimburses the Board for the cost of any replacement teacher required.
- (g) A teacher returning from a one year Union leave has the right to be reassigned to the same position held prior to going on leave, subject to the surplus and lay-off procedures in Article XIV (Tenure). Consideration will be given to assigning a position equivalent to that which the teacher left, if the Union Leave extends beyond one year.
- (h) A teacher elected or appointed to a position with Provincial ETFO shall be granted an unpaid leave of absence.

10.09 Extended Leaves/Leaves of Absence Without Pay

- (a) Leave of absence without pay for a period of up to one **(1)** year may be granted by the Board on the recommendation of the appropriate Superintendent to a teacher who has passed his/her probationary period at the time the application is made. Such recommendation will be made by the appropriate Superintendent provided the system is not adversely affected. A teacher returning from a leave of absence of one year or less shall be assigned to the same school as prior to going on the leave, subject to the provisions of the agreement regarding Staffing and Tenure.
- (b) A teacher shall apply in writing to the appropriate Superintendent for a leave of absence without pay not later than October **15** for a leave of absence beginning January **1**, and not later than the last Friday in March for a leave beginning September **1**, unless other mutually acceptable dates are arranged.
- (c) Leaves of absence granted by the Board may be extended for further periods provided the teacher's request for such an extension complies with the appropriate deadlines of Subsection **10.09 (b)** above.
- (d) If a teacher decides not to return to the Board following a leave of absence without pay, the Board shall be notified as soon as possible of the decision and not later than May **31**, for the following September, and not later than November **30**, for the following January.
- (e) The teacher may at his/her expense maintain his/her employee benefits. The responsibility for making these arrangements rests with the teacher.

- (f) The Board shall grant a leave of absence without pay to a teacher for the purpose of serving as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality.

10.10 Deferred Salary Leave Plan

(a) Description

- (i) The Deferred Salary Leave Plan is an “X” over “Y” plan where “Y” is 3, 4, 5, 6 or 7 and “X” is 1 less than “Y”.

The plan has been developed to afford teachers the opportunity of taking one (1) academic year leave of absence with pay by spreading “X” year’s salary payments over a continuous “Y” year period.

Example: One (1) academic year leave of absence with pay spreading over six (“X”) year’s salary payments over a continuous seven (“Y”) year period.

Example Calculations:

Teach “x” years	Over “y” years	Estimated % salary
<u>3</u>	<u>4</u>	<u>75%</u>
<u>4</u>	<u>5</u>	<u>80%</u>

- (ii) A teacher wishing to participate in the plan shall be required to sign a contract supplied by the Board before final approval for participation will be granted.
- (b) Eligibility
- (i) Any teacher having three (3) years seniority with the Board is eligible to participate in the plan.
- (ii) Any teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time the teacher was on leave. The year of leave cannot be taken in the year prior to retirement as stipulated in the *Income Tax Act*.
- (iii) Throughout the period of leave of absence, the teacher can not receive any salary or wages from the Board other than the amount by which the teacher’s salary under the plan was deferred.
- (c) Application
- (i) A teacher must make written application to the Superintendent of Education on or before January 31 requesting permission to participate in the plan.
- (ii) Written acceptance, or denial, of a teacher’s request, with explanation, will be forwarded to the teacher by April 1 in the school year the original request is made.

- (iii) Approval of individual requests to participate in the plan shall rest solely with the Board. The total number of leaves granted to be taken in any one school year shall not exceed ten (10) percent of the occasional teachers' cap as outlined in the ETFO Occasional Teachers' Collective Agreement.
 - (iv) A teacher who has been denied a leave request under 10.10 (c)(iii) shall be allowed to submit another X/Y plan within two (2) weeks of the receipt of the denial.
- (d) Salary Prior to the Year of Leave
- (i) During the years of the plan prior to taking the leave, a teacher will be paid X over Y of his/her proper grid salary and applicable allowances including COLA. The remaining 1 over Y of annual salary and applicable allowances will be accumulated and invested by the Board in an individual leave plan account. This account will also accumulate interest.
 - (ii) The calculation of interest for the leave plan account shall be done monthly (not in advance), at the highest savings account rate of the bank with which the Board deals.
 - (iii) A teacher will be provided with an annual statement of his/her leave plan account each September; however, a teacher does not have access to or a right to the funds in the leave plan account until the year of leave or withdrawal from the leave plan.
- (e) Benefits During Participation in the Plan
- (i) The Board will pay 100% of its share of the teacher's employee benefit costs in the non-leave years of the plan.
 - (ii) Teachers will pay 100% of the employee benefit costs during the year of leave.
 - (iii) Employee benefits will be maintained by the Board during the leave of absence; however, such benefits shall be paid by the teacher through payroll deduction during the year of the leave.
- (9) The amount received by a teacher during the year of leave will be the amount accumulated in the individual leave plan account plus earned interest. Under the Income Tax Act, interest shall be accrued and reported for tax purposes annually.
- (g) (i) On return from leave, a teacher will be assigned to his/her same position, or if due to declining or changing enrolment patterns said position no longer exists, such teacher will be governed by the appropriate terms of this Agreement.
 - (ii) A teacher participating in the plan shall be eligible, upon return to duty, for any increase in salary and benefits that would have been

received had the one year leave of absence not been taken.

- (iii) Sick leave credits will not accumulate during the year spent on leave.
 - (iv) T.P.P. deductions are to be continued as provided by the Teachers' Pension Act. Thus the percentage rate stipulated in the Act will be deducted from the salary paid to a teacher during the leave of absence. (upon returning to full duties, a teacher has, in accordance with the Act, the option of contributing the difference between the amount of superannuation deducted during the leave and the amount that would have been deducted had the teacher remained on staff and drawn full salary).
 - (v) Should a teacher die while participating in the plan, any monies accumulated, plus interest owed, at the time of death will be paid to the teacher's beneficiary as indicated on the group life certificate.
 - (vi) No one will be granted leave under this plan who has been on sabbatical leave and has not fulfilled all of the requirements of his/her previous leave.
 - (vii) A teacher declared redundant while on the first or second year of the plan will be required to withdraw and will be paid a lump sum adjustment for any monies deferred to the date of withdrawal, plus any interest earned. Repayment shall be made within sixty (60) days or withdrawal from the plan.
 - (viii) A teacher may withdraw from the plan any day prior to taking his/her leave of absence upon a sixty (60) day notice in writing. Upon withdrawal, any monies accumulated, plus interest owed, will be repaid to the teacher within sixty (60) days of notification of his/her desire to leave the plan.
- (h) (i) The teacher may, at his/her discretion, defer the year of his/her leave for one (1) year. The Board will be notified in writing prior to April 1 of the year in which the leave was to occur.
- (ii) A deferral pursuant to Subsection 10.10 (h) (i) shall not result in a leave commencing later than six (6) years after the date of the first deferral of salary.
- (iii) No variations to the plan as outlined above will be entertained by the Board.

10.11 Sabbatical Leave

Note: The provisions of this article are suspended for the duration of the agreement.

- (a) **A** teacher may apply for sabbatical leave for any length of time from five (5) school days up to sixty-one (**61**) school days.
- (b) The teacher will receive an amount equal to 100% of the salary plus allowances at the time the sabbatical leave is taken.
- (c) **A** maximum of two full-time equivalent sabbaticals from the elementary school panel will be allowed in any one year.
- (d) **A** teacher taking a sabbatical leave under Section 10.11 (c) shall give a commitment in writing, in a form approved by the Board, to continue to teach for the Board for a period of time as follows:
 - (i) five (5) to twenty (20) days - no commitment
 - (ii) twenty-one (21) to sixty (60) days - one (**1**) school year
- (e) The applicant must undertake a sabbatical program acceptable to the Director of Education and the Union President.
- (**9**) The taking of a sabbatical leave shall not alter the number of days' credit in the Cumulative Sick leave Plan.
- (g) Sabbatical leave shall be credited as seniority and as teaching experience for increment purposes.

ARTICLE XI - PROFESSIONAL DEVELOPMENT

11.01 **A** professional development fund will be established and funded by the Board and jointly administered by the parties through the Professional Development Committee. The Professional Development Committee will be struck each year and shall consist of four teacher representatives of the Federation to be selected by the Federation, and the Superintendent of Education-Program and Instructional Services or his/her designate: The following conditions will apply:

- (a) the amount of money will be determined by the Board in consultation with the Union and will take into consideration the available funding, needs and priorities of the elementary system.
- (b) The professional development fund will be for the purpose of attendance at educational meetings, conventions and conferences as approved by the Professional Development Committee and confirmed by the Superintendent of Program.
- (c) Guidelines will be developed jointly by the Board and the Union and may be reviewed at the request of either party.
- (d)** The Committee will review the guidelines on an annual basis.

- (e) All decisions of the committee shall be made on the basis of consensus. If consensus cannot be reached, the President of the Teachers' Federation may make an appeal to Director's Council. After the appeal, a final decision will be made by the Director's Council.
- (9) Teachers may access the fund for more than one PD activity provided that the total amount accessed from all activities does not exceed the maximum allowable limits stipulated in the guidelines.

11.02 Teacher Exchange

- (a) A teacher holding an Ontario Teachers' Certificate and having at least three (3) years of teaching experience with the Greater Essex County District School Board shall be eligible for Teacher Exchange.
- (b) All applications must be approved by the Board and made through the Registrar of the Ministry of Education.
- (c) Not more than six (6) teachers shall be allowed to participate in any one school year with no priority being given to an applicant in any subsequent year.
- (d) Not more than three (3) teachers shall be permitted in any one year to be absent on loan to the Department of National Defence or the Department of External Affairs or the Department of Education or for other loan roles.
- (e) Upon return, the teacher shall be assigned to the previous position or to a position within a school with comparable responsibility, subject to the provisions of Article XIV- Tenure.

ARTICLE XII -WORKPLACE SAFETY AND INSURANCE

- 12.01 (a) It is agreed that when a teacher is injured during the performance of his/her duties and is unable to perform such duties and receives approval for a temporary disability payment under the Workplace Safety and Insurance Act, the teacher will receive from the Board an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. A deduction from the teacher's sick leave credits will be made at a rate equal to the top-up, not to exceed a deduction of 0.3 sick leave credits per day of absence.
- (b) Teachers who receive payment under Subsection 12.01 (a) will receive the Board's contribution to benefits.
- 12.02 (a) It is agreed that when a teacher receives approval for a permanent disability pension and is unable to work, the teacher will receive an amount which, after all deductions have been made, is equal to what the teacher would otherwise have received. The portion of a day deducted from the teacher's sick leave credit per day of absence will be equal to the

ratio of the difference between the permanent disability pension and the net salary compared to the teacher's gross salary.

- (b) Teachers who receive payments under Subsection 12.02 (a) and who are drawing sick leave in accordance with Subsection 12.02 (a) will be entitled to the Board's contribution to benefits.

- 12.03 It is understood and agreed that Subsections 12.01 (a) and 12.02 (a) will apply so long as the teacher has sick leave credits. In the event that the sick leave credits are exhausted, the teacher will receive the Workplace Safety and Insurance Act benefits.
- 12.04 A teacher who is denied Workplace Safety Insurance Board benefits and is unable to return to teaching shall be entitled to access his/her sick leave credits.
- 12.05 The Board agrees to consult with ETFO-TBU in its efforts to establish modified work for an employee covered by this agreement as part of WSIB's Early and Safe Return to Work Guidelines.

ARTICLE XIII - SENIORITY

- 13.01 Seniority shall mean length of continuous service with the Board or its predecessors in the elementary panel.
- 13.02 Each teacher employed by the Board shall be placed on the seniority list.
- 13.03 The seniority list shall be developed by the Board and shall be updated annually by January of each year. Copies of such list shall be furnished to the Local and copies shall be posted on the bulletin Board of each school. The seniority list shall be open for revision for thirty (30) calendar days after posting. After thirty (30) calendar days, the seniority list, with revisions, if any, shall be accepted as final and complete. The revision in the number of years of seniority shall be confined to those accumulated in the previous school year. The Local and the Board shall meet the first week of February to review the revised seniority list and to declare ties. Subsequently, they shall enact tie-breaking procedures for new hirees. At least one (1) representative from the Board and one from the Local shall be present during the tie breaking process.
- 13.04 For the purpose of lay-offs, seniority shall be established within the elementary panel in the following manner:
 - (a) The seniority list shall consist of the names of teachers in decreasing order of years of continuous employment from the effective date of employment with the Board or its predecessors in the elementary panel. For teachers hired for the period up to August 31, 1997, the years of continuous elementary teaching experience will be those shown in the two seniority lists of the predecessor Essex and Windsor Boards calculated as of August 31, 1997.

- (b) Where teachers have the same seniority under "a" above, the order on the list shall be decided on the following basis:
 - i. Windsor teachers will draw for a position by lot from one of the total number of available spots within the tied group.
 - ii. Essex teachers will be rank ordered according to their acceptance of position date and will be placed in the remaining available spots according to their rank order.

13.05 Effective September 1, 1997 and thereafter, seniority with the Greater Essex County District School Board or its predecessor Boards will be calculated as continuous employment in the elementary panel. The following will apply in calculating the years of service;

- (a) Each year of continuous elementary teaching experience with the Greater Essex County District School Board or its predecessor Boards.
- (b) Any Greater Essex County District School Board or its predecessor Boards approved paid leaves such as sick leave, long term disability, or unpaid leaves, secondments, loans or exchanges.
- (c) While laid-off if rehired in accordance with the Collective Agreement.
- (d) Full time seniority will be granted for teachers employed .5 or greater.
- (e) Seniority for teachers employed less than .5 will be prorated.

13.06 The following criteria will apply to those teachers hired to commence employment for the 1997-1998 school year and thereafter:

- (a) Years of continuous elementary teaching experience with the former Essex County Board of Education or the former Board of Education for the City of Windsor as calculated in this article.
- (b) Where teachers have the same length of continuous employment as defined in "a" above, the order on the list shall be decided on the basis of total years of employment with the Board or its predecessor Boards.
- (c) Where teachers have the same seniority under "a" and "b" above, the order on the list shall be decided on the basis of total years of teaching experience
- (d) Where teachers have the same seniority under "a", "b" and "c" above, the order on the seniority list shall be decided by lot.

13.07 Where reduction of teaching staff is necessary, it will be determined on the following basis:

- (a) Teachers shall be laid off in reverse order of seniority.
- (b) A teacher will not be laid off if none of the teachers to be retained in accordance with "a" above are qualified to fill the needs of a program. Instead, the next teacher on the seniority list shall be laid off.
- (c) Where a teacher in a special subject area is required, priority shall be given to a teacher already in the elementary panel who is qualified or who will become qualified for the following school year.

A teacher who is removed from a special subject area for health or performance reasons will not be deemed to be qualified for the purpose of this section.

13.08 If lay-offs impact on teachers hired effective September 1, 1996, the criteria established in number 6 above will apply in determining the order of seniority for these teachers.

ARTICLE XIV - TENURE

14.01 In cases of school staff surplus in June or September, the following are to be considered:

- (a) Program needs of the school
- (b) Districtwide seniority

14.02 The Supervisory Staffing Committee (SSC) will receive the staffing assignments from the Principal of each school. It shall be the responsibility of the SSC to accommodate surplus teachers subject to qualifications and seniority and to fill unfilled positions by considering the surplus teachers, transfer requests and transfers initiated by administration.

14.03 The District School Board Staffing Committee will meet to review the placements of teachers in accordance with 14.02 above and to give the SSC input before the placements are effected.

14.04 Where reduction in teaching staff within the elementary panel is necessary, no teacher will be laid off before the District School Board Staffing Committee meets to discuss the expected layoffs and to give input to the administration.

14.05 The teachers to be laid off will be those who cannot be accommodated in the elementary panel based on their seniority and qualifications. Copies of the lay-off notices will be sent to the Union.

14.06 A teacher who is laid-off because of staff reduction and has not elected to receive severance payment under the provisions of the Collective Agreement will be recalled in the reverse order of seniority subject to qualifications and program needs.

- 14.07 (a) Teachers who would otherwise be laid-off may, upon request, be granted leave of absence of up to two (2) years for educational upgrading to become qualified to teach in areas in which teachers may be required by the Board. Upon expiry of the leave, the teacher shall be given any position for which he/she is qualified which is held by a teacher with less seniority; otherwise, he/she shall be laid off.
- (b) The Board shall pay tuition fees for any teacher who undertakes educational upgrading pursuant to Subsection 14.07 (a) who is engaged in a program leading to qualifications in an area which has been jointly designated by the Board and the Union as an area for which the Board will require additional qualified teachers over the next two (2) years.
- 14.08 A teacher who has been with the Board for two years or more and who is laid-off because of staff reduction shall receive an amount equal to three (3) months salary at the teacher's written request during the year following such termination. Acceptance of such payment by the teacher will make that teacher ineligible for accepting the provisions of this article and a release to this effect shall be obtained from the teacher prior to this payment.
- 14.09 A teacher who is laid-off because of staff reduction shall receive a letter stating this as the reason for termination. The issuance of such letter shall in no way limit the right of the Board in regard to probationary teachers as provided in the laws and regulations pertaining to education in the Province of Ontario.
- 14.10 A teacher who has been laid-off shall have and shall retain for a period of two (2) school years the following rights:
- (a) The right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified or can reasonably be expected to become qualified before the teacher is required to return;
- (b) Teachers on the recall list will be entitled to continue to be enrolled in the benefit plans in which they were enrolled immediately prior to being declared redundant with the employee paying 100% of the premiums.
- 14.11 A teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 14.12 Termination of Employment
- (a) A teacher shall notify the Board by November 30 of the employee's intention to resign effective December 31 and by May 31 of the employee's intention to resign effective June 30 or August 31.
- (b) Nothing herein prevents a teacher and the Board from mutually agreeing to the employee's resignation at any time.

ARTICLE XV - GRIEVANCE AND ARBITRATION PROCEDURES

- 15.01 (a) A "grievance" is defined as any matter arising from the interpretation, application, administration or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- (b) A "party" shall be defined as
- (i) Bargaining Unit
 - (ii) The Board
- (c) "days" shall mean regular work days unless otherwise indicated.
- 15.02 A teacher shall have the right to have present a representative from the Union to assist the teacher at any stage in this grievance and arbitration procedure.
- 15.03 Procedure - Informal Stage
- Any dispute to be recognized as a grievance must first be discussed by the teacher with the Principal within ten (10) days of the time when the grievor should reasonably be expected to be aware of the relevant facts. If the grievor is unable to resolve the dispute, the Bargaining Unit may file a formal grievance at Step One, within ten (10) days of the informal stage.

Step One

The Bargaining Unit may initiate a written grievance with the Superintendent of Human Resources, who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

The written grievance shall contain:

- (i) A description of how the alleged dispute is in violation of the Collective Agreement; AND
- (ii) A statement of the facts to support the grievance; AND
- (iii) The relief sought; AND
- (iv) The signature of the duly authorized official of the Bargaining Unit.

Step Two

If no settlement is reached at Step One, the Bargaining Unit, may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Director's Council. The Director's Council shall provide a response to the grievance in writing within ten (10) days after the receipt of the grievance.

- 15.04 If the reply of the Director's Council is unacceptable to the Bargaining Unit, it may, within ten (10) days of receiving the written reply of the Board, apply for arbitration.

Failure to proceed with notice for arbitration within the fifteen (15) days will result in forfeiture of rights to the grievance procedure.

15.05 Policy and Group Grievance

The Bargaining Unit has the right to file a policy grievance or group grievance on behalf of teachers who are affected as a result of an alleged violation of the Collective Agreement. The Board has the right to file a policy grievance. Any policy or group grievance must be filed within twenty (20) days of the event which gave rise to the grievance or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. Such grievance shall be filed at Step Two.

15.06 Where a difference arises between the parties relating to the interpretation, application, administration or alleged violation of the Agreement, including any question as to whether a matter is arbitrable, either party may, after exhausting the grievance procedure established by this Agreement, notify the other party of its desire to submit the difference or allegation to arbitration. The notice shall be delivered to the other party within fifteen (15) days after receiving the reply under Step Two. The Arbitrator will be selected by the parties. If the two parties fail to agree upon an Arbitrator, the appointment shall be made by the Ontario Labour Relations Board upon the request of either party.

The Arbitrator shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any teacher or Board affected by it.

The single Arbitrator shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator shall have the powers as outlined in the Labour Relations Act.

Notwithstanding the above, the parties may agree to the appointment of an Arbitration Board with each party naming a nominee by mutual consent.

15.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.

15.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.

15.09 Should the processing or investigation of a grievance require that a grievor or the Bargaining Unit representative be released from regular duties, they shall be released from regular duties without **loss** of salary or benefits providing such absence is requested in advance to the Superintendent of Employee Relations.

15.10 Cost of Arbitration
The fees for a single Arbitrator or a Chair of a Board of Arbitration shall be shared equally by the parties.

Other costs incurred by each party shall be the responsibility of that party.

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

ARTICLE XVI -WORKING)IT

- 16.01 (a) The Board recognizes that the teacher is entitled to an uninterrupted forty (40) minute period of time for his/her lunch.
- (b) Normally, a teacher's forty (40) minute uninterrupted lunch period will be scheduled during the students' lunch period. Exceptions may be made by the Principal, in consultation with the staff, to ensure a safe environment for students.

16.02 Preparation Time

- (a) Preparation time provided under this Collective Agreement shall be free from supervisory, teaching or other assigned duties. Preparation time shall increase as follows for full-time eligible teachers and on a prorated basis for part-time teachers:

September 1, 2008	200 minutes per cycle of five instructional days as defined in Article 16.11
September 1, 2009	210 minutes per cycle of five instructional days as defined in Article 16.11
September 1, 2010	220 minutes per cycle of five instructional days as defined in Article 16.11
September 1, 2011	230 minutes per cycle of five instructional days as defined in Article 16.11
August 31, 2012	240 minutes per cycle of five instructional days as defined in Article 16.11

- (b) Preparation time shall be used in the school for professional activities as determined by the teacher. The teacher shall not be allowed to leave the school during preparation time unless the teacher has the consent of the Principal to do so.
- (c) Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained on a school level basis.

- (d) Preparation time shall be scheduled in blocks of not less than twenty (20) consecutive minutes.
- (e) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (f) Notwithstanding other provisions of this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-2009 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- (g) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of Preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- (h) Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the Preparation time and in any event within the same school year.
- (i) The Board shall ensure that all additionally funded positions for preparation time shall be hired as set out in the Appendix to the PDT Agreement.
- (j) The Board will share the appropriate information regarding staff numbers when they are filed annually with the Ministry of Education.
- (k) Notwithstanding the above, for the remainder of the 2008-09 school year all teacher timetables shall remain unchanged.

16.03 The length of the school year shall be the minimum required under the Education Act.

16.04 The Board and the Bargaining Unit of E.T.F.O. agree that extra-curricular activities are voluntary.

16.05 Travel Allowance

- (a) Teachers with daily assignments in more than one location shall receive mileage compensation in accordance with Board Policy for the distance travelled between Board locations.

- (b) In respect of other travel authorized by the Board, a teacher shall receive mileage compensation in accordance with Board Policy.
- (c) A teacher in the Pelee Island Public School Unit shall be paid transportation costs for the teacher to and from the Island twice monthly by air, or weekly by boat.

In the event that a trip is not made, it will be possible for the teacher or spouse, resident on the Island, to take that trip during some other week or month.

16.06 The Board agrees to provide school aides as is deemed necessary by the appropriate Superintendent and in consultation with the Local.

16.07 An occasional teacher will be provided to cover teachers who are absent due to illness or Board-approved leaves in cases where the absent teacher is responsible for teaching:

- (a) an entire registered class
- (b) Music
- (c) French
- (d) Design and Technology
- (e) the portion of a Vice-Principal's teaching assignment
- (9) L.S.T., E.S.L. Support, and E.L.T. Support immediately, if the absence is known in advance to exceed five (5) days, or after five days of absence, if not known in advance.
- (g) Library position where the teacher/librarian is responsible for scheduled classes.

16.08 A teacher shall not be required to do any medical-physical procedures for pupils.

16.09 Full-Time to Part-Time/Part-Time to Full-Time

- (a) A full-time teacher may temporarily request a part-time assignment by submitting a written request to the appropriate Superintendent of Education no later than April 1 for the following school year. The appropriate Superintendent of Education reserves the right to approve such requests and inform the teacher of that approval. If the request is granted the teacher will be considered on a Leave of Absence for the portion of the assignment that he/she is not teaching.
- (b) Such part-time assignments occur when:
 - (i) two full-time teachers temporarily agree to share the same timetable
 - (ii) one teacher temporarily volunteers to share a position with another teacher and the Board matches him/her with another teacher.
 - (iii) a teacher volunteers to change his/her status temporarily to a part-time basis.

- (c) Teachers planning to revert to full-time must provide written notice to the appropriate Superintendent of Education no later than April 1 for the following school year.
- (d) The following shall apply to teachers who have requested and who have been temporarily granted part-time:
 - (i) The salary, allowances and employee benefits shall be prorated in accordance with the ratio of part-time to full-time.
 - (ii) The number of full day sick leave credits shall be prorated in accordance with the ratio of part-time to full-time.
 - (iii) Teaching experience shall be credited as per Article 7.04 of the Collective Agreement
 - (iv) Seniority shall accumulate in accordance with Section XIII of the Collective Agreement.

16.10 Posting and Transfers

- (a) All known unfilled teaching assignments within the elementary school system for the commencement of school in September shall be posted in each elementary school by the preceding May 1, each year, and any teacher on staff wishing to apply for such a position may do so, in writing, to the appropriate Superintendent no later than seven (7) days after posting. Part-time teachers may apply for full-time positions when they occur.
- (b) Assignments that become vacant subsequent to the commencement of the school year and prior to April 1 will be filled for the balance of that year but will be posted in accordance with subsection 16.16 (a) if the assignment still exists the following September.
- (c) Unfilled assignments that occur subsequent to April 1 in a school year will not be posted.
- (d) Only first round vacancies need be posted.
- (e) In all cases of teacher transfer initiated by a Superintendent, the Principal of the home school is to be consulted, as well as the teacher involved, and consideration is to be given to the teacher's preference including distance travelled. No moves will be made without consultation with the teacher.
- (f) Teachers requesting a transfer may apply by submitting a written request form to the appropriate Superintendent no later than May 1, for the following school year. These requests will be considered during the staffing process.

- (g) The Principal and appropriate Superintendent reserve the right to make final and binding selection for unfilled positions from applications from teachers who are presently on staff. An application for an unfilled position by any teacher will be considered a commitment by that teacher to accept the position if selected.
- (h) Should a vacancy still remain unfilled, part-time teachers wishing to increase their FTE, and holding the appropriate qualifications, shall be considered prior to hiring externally.

16.11 The standard instructional day shall be 300 instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school for the day exclusive of lunch and recess break(s).

16.12 Release Time for Assessment, Evaluation and Report Cards

- (a) The Principal, in consultation with the Teachers, will establish the due dates for all report cards no later than September 30" of each school year.
- (b) Report card files shall be given to the teachers at least ten (10) school days prior to the due date for each term.
- (c) In addition to preparation time above, teachers shall have two one half Professional Activity days following Parent/Teacher interviews free from meetings, supervisory or other duties. Such time shall be prorated for part-time staff.
- (d) In the 2009-10 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the 2nd reporting period.
- (e) Effective 2010-11, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity Days shall be designated for the purpose of assessment and completion of report cards at the elementary level.
- (9)** The Parties acknowledge that the Professional Learning enhancement described in the Memorandum 2008:B10 is designed to offset the incremental cost of providing teachers with alternative professional development and training opportunities to compensate for the loss of the equivalent of one day of professional development and training in 2009-10 and two days starting in 2010-11.
- (g) The Board will share the appropriate information regarding the Professional Learning enhancement as set out in the Appendix to the PDT Agreement when it is filed annually with the Ministry of Education.

16.13 Supervision Time

For the purpose of the supervision provisions of the Collective Agreement, supervision time shall be defined as the time a teacher is assigned to supervise students outside the standard instructional day as defined in 16.11. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside the standard instructional day as defined in 16.11.

For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning, before the commencement of classes in the afternoon, during recesses or after the standard instructional day.

- (a) Effective on the date of ratification, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty. Supervision time will be distributed as equitably as possible.
- (b) Supervision time for teachers in less than a full-time assignment shall be pro-rated.
- (c) Teachers who are assigned to work at two schools shall not be assigned supervision duty immediately before or after traveling time unless mutually agreed upon by the teacher and the Principal.
- (d) Notwithstanding the above, for the remainder of the 2008-09 school year all approved supervision schedules shall remain in effect.

16.14 Staff Meetings

- (a) Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers. Regularly scheduled staff meetings may include administrative / organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.
- (b) The Principal will consult with the teaching staff as to the desired date and time of staff meetings.
- (c) Teaching staff may request items to be included in the agenda of such meetings.

16.15 Teachers shall not be required to perform their assigned duties at any time which falls outside the designated school year.

- 16.16 The Board agrees to consult with the Union prior to implementing any new record-keeping/reporting technology to be used by teachers which affects their workload.

ARTICLE XVII - STAFFING

17.01 The Board will staff the schools based on the components of classroom education contained in the foundation grant and other applicable special purposes grants. The components of the foundation grant and the applicable special purposes grants will be applied to generate the staff complement in the manner outlined in the funding model.

17.02 The number of teachers for French as a Second Language (F.S.L.) and French Immersion will be generated from the special purpose grant designated for this program and will be allocated to the schools in accordance with the Board's plan.

French Immersion and regular English Programs will be staffed separately if housed in the same building.

17.03 Special Education classes and L.S.T. teachers will be generated from the special purpose grant designated for this program. The appropriate superintendent will consider the Board's Special Education plan as submitted to the Ministry of Education and Training and other concerns identified by the appropriate superintendent in allocating teachers to this program.

- 17.04
- (a) **A** District School Board Staffing Committee shall be established. This Staffing Committee shall be composed of up to four (4) Union representatives and up to four (4) Board representatives.
 - (b) The District School Board Staffing committee may request the attendance of resource personnel who are employees of the Board.
 - (c) The District School Board Staffing committee shall meet prior to March 31st to examine the projected enrolment numbers. **As** soon as feasible after the funding information has been made available to the Board the District School Board Staffing committee will meet to examine the projected allocation of teachers to the school.
 - (d) The District School Board Staffing Committee shall meet prior to September 30th to review the actual enrolment figures and to make recommendations regarding the reorganization of schools and the possible reassigning of teachers.
 - (e) **A** meeting of the District School Board Staffing committee may be convened at the request of either party to discuss staffing concerns which may arise from time to time.

- (f) If a teacher is required to be transferred from one school to another or reassigned due to reorganization and is given less than five (5) school days notice, the teacher will be allowed one day without teaching duties to effect the move. An occasional teacher may be supplied if required.

17.05 The staff complement generated by the funding model will be allocated to the schools in accordance with the Board's plans.

17.06 A School Staffing Committee, consisting of the Principal and Union Steward or designate, shall be established in every school. The Committee shall meet to review projected enrolment and the number of teachers allocated to the school. The Principal shall determine surplus, vacancies and staff assignments after consultation with the Union Steward or designate.

17.07 Applications from teachers declared surplus as the result of a school(s) closure, when a new school is being built, will be given first consideration when staffing the new school.

ARTICLE XVIII -TEACHER BOARD RELATIONS COMMITTEE

18.01 The Board and the Union shall establish a committee to be known as the Teacher-Board Relations Committee. The committee will be comprised of up to three (3) Union representatives, one of whom will be the President of the ETFO Local or his/her designate, and up to three (3) representatives of the Board, one of whom will be the Superintendent of Human Resources or his/her designate. If necessary, the committee may be enlarged to include additional persons from either party upon mutual agreement. The committee shall meet regularly for the purpose of considering matters pertaining to or arising out of the Collective Agreement and any matter affecting or likely to affect teacher-Board relations. This committee does not in any way form part of the Grievance-Arbitration procedure set forth in the Collective Agreement and no matter which is the subject matter of the Grievance-Arbitration procedure shall in any event be the subject of discussion at the meeting of this committee.

18.02 An agenda will be submitted by each party forty-eight (48) hours prior to the scheduled meeting and only those items on the agenda will be discussed, unless otherwise agreed to by the parties.

18.03 Any recommendations or decisions made at the Teacher-Board Relations Committee shall be forwarded to the Board for consideration, if such consideration is necessary.

ARTICLE XIX - PERSONNEL FILES

19.01 Following the written request of a teacher for an appointment, the Board shall make available for review, during normal business hours, all information in his/her files. Such review shall be in the presence of a member of the Human Resources Division.

- 19.02 The teacher may be accompanied by a Federation representative.
- 19.03 Upon written authorization by the teacher, a Federation representative shall have access to the teacher's file.
- 19.04 The teacher may copy any material contained in his/her file.
- 19.05 If the teacher disputes the accuracy or completeness of information in the file other than an evaluation report, the appropriate Superintendent, within a reasonable time from the receipt of a written request by the teacher stating the alleged inaccuracy, shall either confirm or amend the information. Where information is amended, the appropriate Superintendent or designate, shall, at the written request of the teacher, notify all persons who received a report based on the inaccurate information of any amendments.
- 19.06 A member may make a request to the appropriate Superintendent, in writing, to have a disciplinary letter removed from the member's personnel file after two years if that member has had no additional related letters placed in the file since the date of the letter in question.

The appropriate Superintendent shall respond in writing, within ten school days as to whether or not such request shall be granted. Where the request is denied, the Superintendent shall provide the reason for the denial, in writing, to the Member.

19.07 The only recognized personnel file of a teacher shall be maintained in the Human Resources Department of the Board.

19.08 Teachers will receive a copy of any Board-initiated reprimand or disciplinary action which is entered in the employee's personnel file with a copy sent to the Union.

ARTICLE XX - OCCUPATIONAL HEALTH AND SAFETY

- 20.01 The Employer shall recognize its obligations to provide a safe and healthful environment for employees and to carry out all duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations as minimum acceptable standards. All disputes shall be resolved pursuant to the Occupational Health and Safety Act where applicable.
- 20.02 (a) It is the Board's obligation to ensure a violence free environment.
- (b) Issues relating to violence in the workplace may be the subject of discussion at Teacher/Board Relations Committee meetings and may be initiated by either party.
- 20.03 (a) The Union will be provided with a copy of the report prepared by the Health and Safety Officer for the Health and Safety Committee co-chairs

which includes all lost time injury reports and injuries requiring medical attention within four (4) days. Information about injuries of Bargaining Unit members will be provided to the Union at the end of each month.

- (b) The Board shall provide for the safety and health of its employees during their hours of work. Suggestions received from the Union regarding dangerous conditions shall be investigated and, if found to be hazardous, all reasonable effort shall be made to effect a correction.

20.04 (a) In the case of an accident where an employee is taken to a hospital by ambulance, the Board shall reimburse the employee for the cost of such ambulance where such cost is not otherwise recoverable by the employee.

- (b) An employee who is injured during working hours and is unable to continue work, as verified by a doctor, shall receive payment for the remainder of the day at the regular rate of pay without deduction from sick leave.

20.05 The Board and the Union agree that incidents involving aggression or violence towards or upon an employee may be brought to the attention of the Joint Health and Safety Committee.

20.06 The employer will inform the Federation as soon as possible if a communicable disease or illness is reported in the workplace.

20.07 It is the Board's obligation to ensure that every teacher is free from harassment in the workplace.

20.08 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

20.09 The Board agrees to consult with the President in its efforts to establish modified work for an employee covered by this agreement as part of WSIB's Early and Safe Return to Work Guidelines.

- (a) The Board will provide the President or designate notification of Return to Work as soon as possible:

- Name of Worker
- Location
- Date of Return to Work
- Type of Accommodation

- (b) When return to work meetings are deemed necessary the WSIB Officer will advise the Union of meetings of Workplace accommodation.

(c) The Board will provide such information, as referenced in Article 20.09 (a) by email transmission to the Union President or designate, during the normal reporting process.

20.10 (a) The employer shall provide an occasional teacher when required to cover classes for up to half a day while each teacher worksite representative performs the required inspection of an elementary school each month during the school year according to the representative's schedule.

(b) Representatives can request additional time to ensure a complete inspection is done each month if needed.

ARTICLE XXI - CRIMINAL BACKGROUND CHECK

21.01 The District School Board shall pay all costs associated with an incumbent employee who participates in the check offered by the Ontario Education Services Corporation (O.E.S.C.) pursuant to **Regulation 521/2001 of the Education Act.**

21.02 The District School Board shall ensure that all records and information (including offence declarations and Canadian Police Information Centre (C.P.I.C.) obtained pursuant to Regulation 521/2001 of the Education Act or any subsequent regulation or law, are stored in a secure location and in a completely confidential manner.

21.03 The Board shall not release any information about a Teacher obtained pursuant to **Regulation 521/2001 of the Education Act**, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its statutory obligations.

ARTICLE XXII - TEACHER PERFORMANCE APPRAISAL

22.01 The Board shall consult with the Bargaining Unit regarding any new policies or operating procedures relating to performance appraisal.

22.02 All differences between the parties arising from the interpretation, application, administration, or alleged violation of Part X.2 of the Education Act or any regulation, guideline, rule or policy under it, including any question as to whether a matter is arbitrable, are grievable in accordance with the grievance/arbitration provisions of this Collective Agreement.

Notwithstanding time limits for filing a grievance in the provisions of this Collective Agreement, the E.T.F.O. may grieve any aspect of the performance appraisal procedure or an unsatisfactory performance appraisal report of a Teacher who has been placed on review.

ARTICLE XXIII - STRIKES AND LOCKOUTS

- 23.01 There shall be no strike or lock-out during the term of this Agreement. The term "Strike" is as defined in the Education Act and "Lock-out" shall be as defined in the Ontario Labour Relations Act.
- 23.02 In the event of a strike by other employees of the Board, the parties agree that:
- (a) Members of ETFO employed by the Board are bound to honour the terms of employment subject to the Education Act, the Labour Relations Act and Regulations
 - (b) The Board shall notify the President of ETFO immediately when the situation is evident;
 - (c) A consultative committee comprised of the President of ETFO, the Chairperson of the Collective Bargaining Committee and two representatives of the Director's Council of Superintendents shall meet to discuss the ramifications of the strike as they pertain to members of ETFO.

ARTICLE XXIV - COPIES OF COLLECTIVE AGREEMENT

- 24.01 The Board agrees to print this Collective Agreement and provide a copy to each member of the Bargaining Unit. The Board shall also provide one copy of the Collective Agreement for each work site, and forty (40) copies for the use of the Union.
- 24.02 The Board shall also provide to each member of the Bargaining Unit, a pamphlet explaining the benefits in Article IX within sixty (60) days of the signing of this Agreement, or as soon thereafter as possible.

ARTICLE XXV - UNION DUES AND ASSESSMENT

- 25.01 On each regular pay date on which an employee is paid, the Employer shall deduct from each employee, the ETFO dues and any dues chargeable by the Bargaining Unit or an equivalent amount. The amounts shall be determined by ETFO and/or the Bargaining Unit in accordance with their respective constitutions and forwarded in writing to the employer at least thirty (30) days prior to the expected date of change.
- 25.02 The ETFO dues deducted in 25.01 shall be remitted to the General Secretary of ETFO at 1000, 480 University Ave., Toronto, Ontario M5G 1V2 no later than the fifteenth (15th) of the month following the date on which the deductions were made. Such remittance shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period, and the amounts deducted.

- 25.03 Dues specified by the Bargaining Unit in 25.01, if any, shall be deducted and remitted to the Treasurer of the Local ETFO at the Bargaining Unit's current address no later than the fifteenth (15th) day of the month following the date on which the deductions were made. Such remittance, if requested by the Bargaining Unit, shall be accompanied by a list identifying the employees, their SIN numbers, annual salary, the number of days worked, salary for the period and the amounts deducted.
- 25.04 ETFO and/or the Bargaining Unit, as the case may be, shall indemnify and hold the Employer harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by ETFO and/or the Bargaining Unit.

ARTICLE XXVI - GRADE 4-8 CLASS SIZE REDUCTION

26.01 Boards will reduce their Grade 4 – 8 average class size as follows:

<u>2009 -10:</u>	<u>by 0.1 over their 2008-09 Grade 4-8 average class size;</u>
<u>2010 -11:</u>	<u>by 0.2 over their 2008-09 Grade 4-8 average class size;</u>
<u>2011 -12:</u>	<u>by 0.3 over their 2008-09 Grade 4-8 average class size;</u>
<u>August 31,2012:</u>	<u>by 0.5 over their 2008-09 Grade 4-8 average class size.</u>

26.02 Class sizes for all divisions shall be per Ministry regulations and the PDT Agreement.

26.03 It is understood that the average class size from which the above reductions are made shall be as specified in Appendix "A, attached hereto (Final Class Size Report, October 31,2008).

26.04 A Joint Board-Union Committee will be engaged in determining the allocation of the additional staff.

ARTICLE XXVII – PRINCIPALS AND VICE PRINCIPALS

27.00 During the 2011-12 school year, if the Board

(a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principal and Vice Principal FTEs funded: and

(b) projects under spending on its classroom teachers line in its 2011-12 Estimates: it shall recall elementary regular teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:

(c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principal FTEs funded: or

- (d) the dollar value of the projected under spending on the Board's classroom teachers line in their 2011-12 Estimates.
- (e) For the purposes of subsections a) and c), the number of Principal and Vice Principal FTEs funded will be defined as:
 - (i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
 - (ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principal in 2010-11 Estimates. in which case the provincial average shares in 2010-11 Estimates shall be substituted.

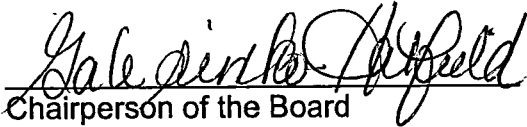
ARTICLE XXVIII - DURATION AND RENEWAL

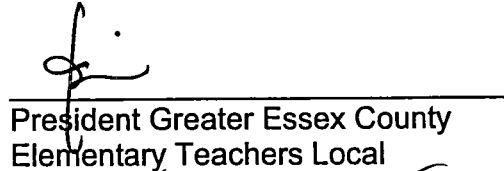
- 28.01 This Agreement shall be in effect from September 1, 2008 and shall continue in force up to and including August 31, 2012 and shall continue automatically thereafter for annual periods of one year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date 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.
- 28.02 Notwithstanding the period of notice cited in the above article, either party may notify the other, in writing, within the period commencing March 20, prior to the expiration date, 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.
- 28.03 If either party gives notice of its desire to negotiate amendments in accordance with this section, 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.
- 28.04 Subject to the Ontario Labour Relations Act, no changes can be made to this Agreement without the mutual written consent of the parties; nor can any changes be made to the Agreement without submitting the changes for ratification by the parties, as determined by their respective bargaining procedures

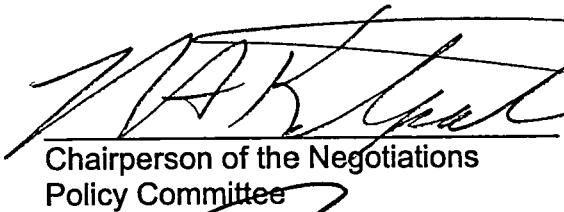
Dated in Windsor, this 5th day of May, 2009

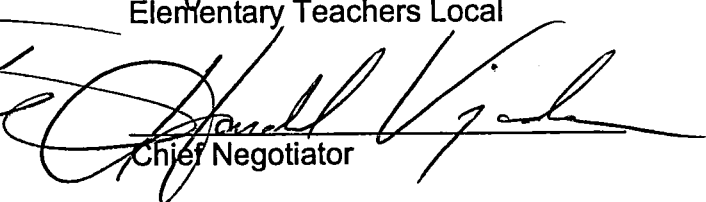
FOR THE GREATER ESSEX COUNTY
DISTRICT SCHOOL Board

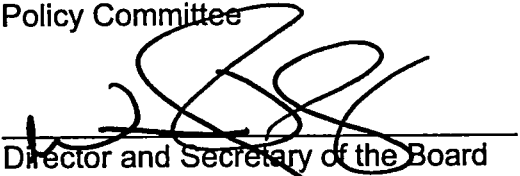
FOR THE GREATER ESSEX COUNTY
ELEMENTARY TEACHERS' LOCAL


Chairperson of the Board

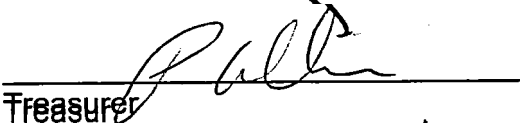

President Greater Essex County
Elementary Teachers Local


Chairperson of the Negotiations
Policy Committee

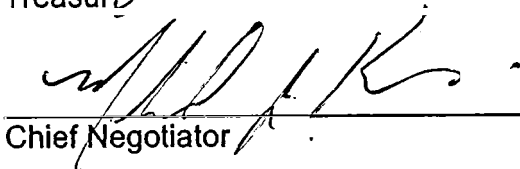

Chief Negotiator

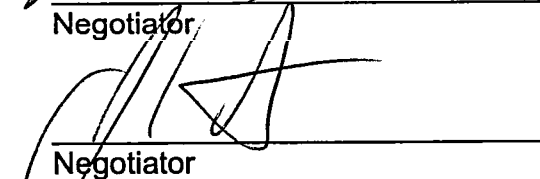

Director and Secretary of the Board


Negotiator


Treasurer

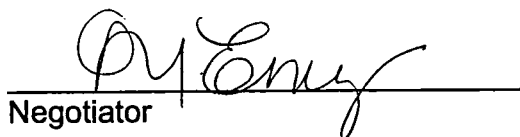

Negotiator

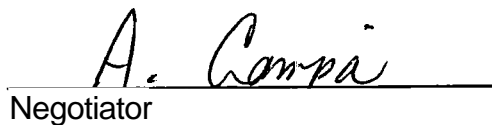

Chief Negotiator


Negotiator


Negotiator


Negotiator


Negotiator


Negotiator

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL Board

AND

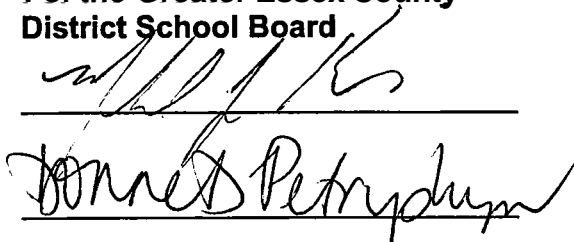
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

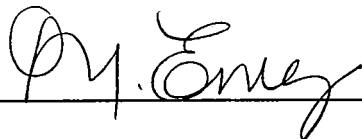
RE: FIFTH DISEASE

The Principal will make it a priority to notify the members of E.T.F.O. as soon as possible if a case of Fifth Disease is reported in the workplace.

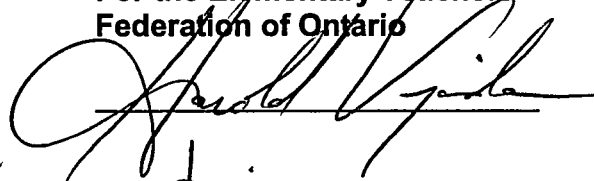
Signed at Windsor, Ontario, this 5th day of May, 2009.

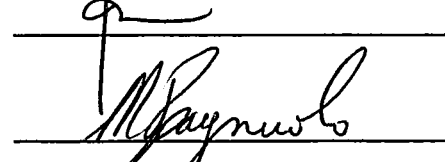
For the Greater Essex County
District School Board







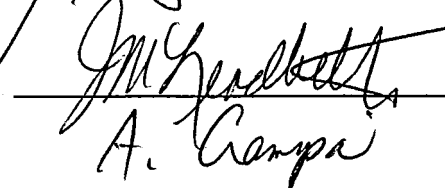
For the Elementary Teachers'
Federation of Ontario











A. Gampa

LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL Board

AND

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

RE: OCCASIONAL TEACHER PROTOCOL

The parties agree that Occasional Teacher coverage for absent teachers will be provided as follows:

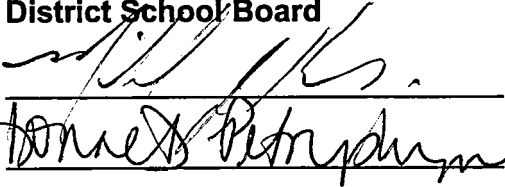
- (a) Occasional Teachers will first be provided using the TESS System, which shall be maintained and updated as necessary.
- (b) If Occasional teachers cannot be provided under (a) second attempt to provide Occasional teachers will be made using the TESS Emergency Replacement List, which will be maintained and updated as necessary;
- (c) In the event there are still occasional teachers to be supplied to a school, the teachers will be supplied using an Emergency Replacement List established by the Principal at each school. For such purpose, the Principal will be encouraged by the Employer to maintain, update and expand this list as reasonably necessary. A copy of the list shall be forwarded to the School Superintendent by November 1st and March 1st of each school year. A copy of the list will thereafter be forwarded by the said Superintendent (with or without names as the School Superintendent determines) to the Federation provincial office to the attention of the provincial official assigned to the Occasional Teacher Unit in the Greater Essex County District School Board.
- (d) If Occasional Teacher coverage is not provided using (a), (b) and (c) above, replacements for absent teachers shall be provided using:
 - (i) School administrative staff if this is reasonably practical; or
 - (ii) Combining classes, or distributing students among other classes or using teacher preparation time; or
 - (iii) As a last resort, by canceling curriculum programming if there is no other alternative possible.
- (e) If teachers are required to provide Occasional teacher coverage under paragraph (d) above, the affected teacher(s) will receive compensatory Occasional Teacher coverage within fifteen school days of the event or such longer periods as may

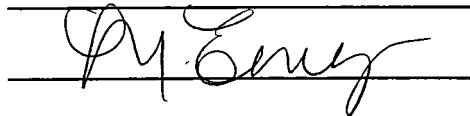
be agreed to between the Local Federation and the School Superintendent.

- (f) If such compensatory coverage is not provided, the affected teacher(s) will receive 1.5 times compensatory Occasional Teacher coverage within ten additional school days thereafter.
- (g) If such compensatory coverage is not provided within the time stipulated in (f) or such further time as the Local Federation and the School Superintendent may agree, and as a means of expressing the importance to the parties of providing proper and consistent Occasional teacher coverage, and to encourage the Employer to comply with this Protocol, the Employer shall become immediately liable to pay compensation for the time spent by the affected teacher(s) to provide the Occasional Teacher coverage.
- (h) The payment referenced in (g) shall be made at 1.5 times the affected teacher(s) rate and shall be made forthwith to the affected teacher(s). The liability of the Employer to make such payment shall become a consent award of arbitrator Chris Albertyn or any other arbitrator selected by the parties (failing which as appointed by the Office of Arbitration) and provided that, on agreement of the parties, this consent award may be immediately filed in the Superior Court of Ontario and may be immediately enforced as an order of that Court pursuant to the provisions of Section 48 of the Labour Relations Act, 1995.
- (i) This Protocol is agreed to between the parties as evidenced by the signatures hereunder.

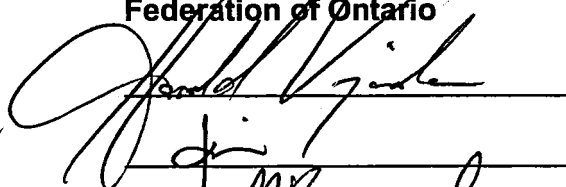
Signed at Windsor, Ontario, this 5th day of May, 2009.

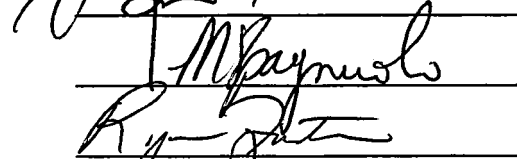
**For the Greater Essex County
District School Board**

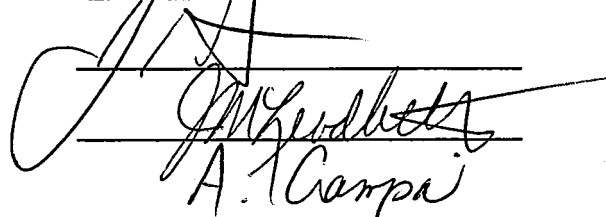




**For the Elementary Teachers'
Federation of Ontario**







LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL Board

AND

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

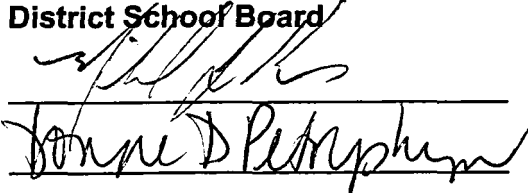
**RE: GRADE 7 AND 8 STUDENT SUCCESS TEACHERS AND
LITERACY & NUMERACY COACHES**

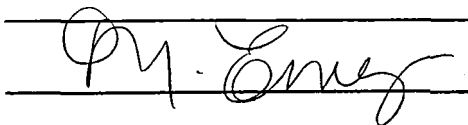
The Board agrees to implement all staffing requirements as outlined in the PDT Appendix starting in 2012 - 13, as it relates to Grade 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches.

The Board will share the appropriate information regarding staff numbers when they are filed annually with the Ministry of Education.

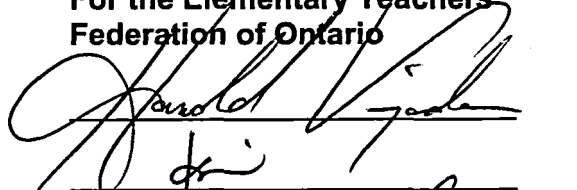
Signed at Windsor, Ontario, this 5th day of May, 2009.


For the Greater Essex County
District School Board

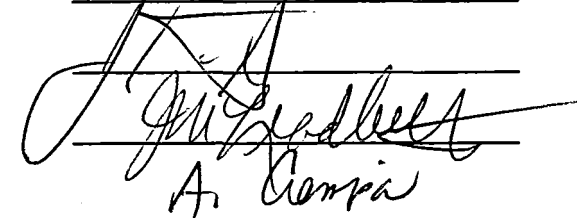




For the Elementary Teachers'
Federation of Ontario







LETTER OF UNDERSTANDING

BETWEEN

THE GREATER ESSEX COUNTY DISTRICT SCHOOL Board

AND

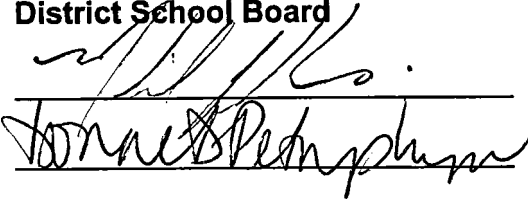
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

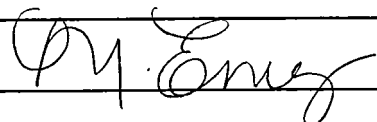
RE: STAFFING SURVEY

The Board and the Union agree to continue to collaboratively work through a Joint Committee for the purpose of completing "A Survey for Teacher Input," to be implemented for the 2010 Staffing Process.

Signed at Windsor, Ontario, this 5th day of May, 2009.

For the Greater Essex County
District School Board





For the Elementary Teachers'
Federation of Ontario

