

# **Collective Agreement**

between

**THE UPPER CANADA DISTRICT SCHOOL BOARD**  
(herein called “the Board” or “the Employer”)



and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
(herein called the “the Union”)



**September 1, 2002**

to

**August 31, 2004**

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## ARTICLE 1 - PURPOSE

- 1.01 It is the purpose and intent of the Parties to this agreement to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.
- 1.02 It is the intent and purpose of the Parties to this agreement to maintain harmonious relationships among the Board, the Union, its committees and each teacher member of the Union, and to co-operate to the fullest extent in an endeavour to provide the best possible educational services.

## ARTICLE 2 - SCOPE AND RECOGNITION

- 2.01 The Employer being the Upper Canada District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario, (hereinafter referred to as "the Union") as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.
- 2.02 In negotiations for a new or renewal collective agreement, each of the parties shall be represented by a committee of not more than six (6) persons, inclusive of a chief spokesperson. The parties shall confirm with each other in writing the names of the representatives and any substitutions which may be made from time to time.
- 2.03 Any issues or questions concerning the implementation, interpretation, and/or maintenance of this Agreement shall be addressed through the Union President.

## ARTICLE 3 - UNION DUES AND ASSESSMENTS

- 3.01 The Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary of the Union within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments. The Board shall, at the written request of the Union, deduct and forward to the Upper Canada Local ETFO such local levies as may be required from time to time.
- 3.02 The Board shall endeavour to provide on a quarterly basis information, as requested by the Union, regarding dues submissions.
- 3.03 The Union shall indemnify and save harmless the Board from any and all claims arising from the deduction of dues and assessments.

## ARTICLE 4 - RIGHTS AND RESPONSIBILITIES

### *Reasonable Exercise of Rights*

- 4.01 The Board agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this collective agreement and the applicable Acts and Regulations.

### *No Penalty*

- 4.02 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union, including exercising any rights under this collective agreement.

### *Evaluations*

- 4.03 Only supervisory officers, elementary principals and vice-principals, who are members of the College of Teachers, shall evaluate a teacher's competence. No member of the Union, including educational coordinators, acting Principals and Vice Principals or Principal designates will be required or requested to evaluate a teacher's professional competence.

## *Supervision and Evaluation of Teachers*

- 4.04** Evaluation is a performance appraisal process for all probationary and permanent teachers. The purpose of the performance appraisal systems is to:
- ensure that students receive the *benefit of* an education system staffed by teachers who *are* performing their duties satisfactorily;
  - provide fair, effective and consistent teacher evaluation in every school year;
  - promote professional growth

The Board has consulted with the Local regarding the Teacher Performance Appraisal procedures and the Board shall continue to consult with the Local about any changes to those procedures.

### *Just Cause*

- 4.05** No teacher shall be demoted, discharged, dismissed, or disciplined without just and sufficient cause. Such cause shall be provided to the teacher in writing.

It is recognized that a lesser standard applies to the termination of probationary teachers. The parties agree that Articles 4.06 and 21 (Grievance/Arbitration) apply to probationary teachers.

### *Terminations*

- 4.06** A teacher who is to be terminated for cause shall be informed in writing of the date and time of the meeting of the Board at which the recommendation for termination is to be presented. This notice will be given to the teacher at least ten (10) calendar days in advance and will state the right of the teacher to be present with representation. This provision does not apply to lay-offs in accordance with Article 20 - Staffing Procedures

## **ARTICLE 5 - NEW POSITIONS AND VACANCIES**

### *Definitions*

- 5.01** e) A "Vacancy" under this Article means a teaching assignment covered by this collective agreement that is unoccupied.
- b) "New Position" under this Article means a new teaching position created by the Board and covered by this collective agreement.

### *Creation of New Position*

- 5.02** a) Should the Board create a new position, the Parties shall negotiate and reach an agreement on the annual salary, benefits and the allowances, if any, and other circumstances affecting the filling of the position. If no agreement is reached, the matter may be submitted to arbitration. The annual salary, benefits and allowances, if any, shall be payable from the effective date of the appointment. Nothing in this Article prevents the Board from proceeding with the filling of the position and the commencement of employment prior to the completion of the negotiations or the arbitration.
- b) All postings shall include the title of the position, a job description, requisite experience if any, qualifications and effective date.
- c) The parties agree that no member of the bargaining unit shall have a right to a new position based on seniority or recall rights.

### **Posting of Vacancies**

- 5.03 a) A notice of every vacancy in an elementary panel position shall be posted electronically on the Boards on its website. Such notice shall remain posted for at least seven (7) calendar days before the position may be filled.
- b) The Board may advertise externally at the same time as the posting process is occurring.
- 5.04 All postings shall include the title of the position, a job description, requisite experience if any, qualifications and effective date.

### **Incumbents Given Preference**

- 5.05 The Parties agree that any vacancy or new position which occurs during the school year may be filled by members covered by this collective agreement provided they are qualified.
- 5.06 The Board shall give first priority for September placements to teachers covered by this collective agreement for new positions or vacancies provided they are qualified.

## **ARTICLE 6 - TRANSFERS**

- 6.01 a) A teacher who is being considered for an administrative transfer shall be so advised by the appropriate Superintendent of Education not later than January 31 of the school year preceding the transfer. Appendix F - Teacher Mobility.
- b) If, during the Supervision for Growth process, a teacher
- (i) requires a change of school for growth purposes, or
  - (ii) is uncomfortable with the present school's mission and would profit from a different school's philosophy, and
  - (iii) is not on review,
- the Board may initiate a transfer.
- 6.02 The teacher shall, by March 17<sup>th</sup>, submit to the Human Resources department, his/her preferences for transfer.
- 6.03 The teacher shall be notified by the Human Resources department of his/her new location or school by May 15<sup>th</sup>.
- 6.04 No teacher shall be obligated to transfer to a work location or school that is greater than 40km from his/her current work location.
- 6.05 A teacher may transfer into a vacancy at any time during the school year by mutual agreement with the appropriate Superintendent of Education.
- 6.06 Where, after the commencement of a school year, a teacher's assignment has been changed to or to include a different grade than originally assigned, the teacher shall be provided a preparation day covered by an occasional teacher before the new assignment begins.

Similarly, after the commencement of a school year, a preparation day shall be provided when a teacher is re-assigned to a different school location as a result of the need to balance staffing caused by enrolment shifts.

Where the language of instruction in a teacher's assignment has been changed, a preparatory day shall be provided to the teacher before the changed assignment begins.

## ARTICLE 7 - PROBATIONARY PERIOD

- 7.01 Teachers who at the time of hiring are assigned .5 FTE or greater will be hired on a probationary basis for a period of 10 consecutive months taught from the employment start date,
- 7.02 Teachers who at the time of hiring are assigned less than .5 FTE will be hired on a probationary basis for a period of 15 consecutive months taught from the employment start date.
- 7.03 The length of the probationary period will be determined at the time of hiring.
- 7.04 On successful completion of the probationary period, a teacher shall be so notified in writing.

## ARTICLE 8 - ACCESS TO INFORMATION

### *Personnel Files*

- 8.01 The personnel file pertaining to a teacher shall be maintained in the Human Resources Department of the Board. The file shall be available and open to the teacher for inspection in the presence of a Board personnel department officer by appointment during the regular working hours of the department.
- 8.02 A teacher shall be entitled, upon request, to copies without cost, of *my* materials contained in the teacher's personnel file.
- 8.03 Where a teacher authorizes, in writing, access to the teacher's personnel file by another person acting on the teacher's behalf, the Board shall provide such access by appointment, as well as copies of materials contained therein.

### *Medical Information*

- 8.04 Medical information received by the Board respecting a teacher will be accessible only to the teacher, his/her authorized representative or Board officials requiring such information in the course of the performance of their duties.

Subject to the requirements of the Freedom of Information and Protection of Privacy Act, the teacher will be notified when any of his/her individual information has been provided to a third party agency.

### *Documents Respecting Performance or Conduct*

- 8.05 Subject to the requirements of the Freedom of Information and Protection of Privacy Act, and other relevant legislation copies of any document respecting the performance or conduct of a teacher shall be given to the teacher within ten (10) calendar days.

### *Signature Not Approval*

- 8.06 The signature of a teacher on *my* document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 8.07 If a teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall

notify the teacher. in writing, of its decision including reasons for that decision.

Where the Board amends such information per the above, the Board shall at the request of the teacher attempt to notify all persons who received a report based on inaccurate information,

#### **Adverse Material To Be Removed**

8.08 Disciplinary material shall be removed from a teacher's personnel file after two (2) years of active employment and returned to the teacher provided there has been no disciplinary action in the intervening period. Notwithstanding the foregoing, where the discipline involves proven incidents of physical interaction and/or harassment with a Went, it shall be removed from a teacher's personnel file after five (5) years of active employment and returned to the teacher provided there has been no disciplinary action in the intervening period. No material removed from a teacher's file shall be referred to or used against the teacher in any way.

#### **Access To Board Minutes**

8.09 The Board shall provide to the Union copies of any agendas and minutes at least two (2) days prior to all Board meetings and Board committee meetings.

Upon approval at a Board meeting, copies of the retirements, resignations and leaves of absence will be forwarded to the Union.

#### **Data for Negotiations**

8.10 Upon written request, submitted at least five (5) calendar days in advance, the Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of this collective agreement.

#### **Accuracy May Be Disputed**

8.11 Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under Article 8.10 above.

### **ARTICLE 9 - COPIES OF THE COLLECTIVE AGREEMENT**

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

### **ARTICLE 10 - SALARY AND ALLOWANCES**

#### **Credits and Contributions**

10.01 Annually, the Board shall provide to each teacher the following information:

- a) credit for teaching experience;
- b) category classification;
- c) salary and allowances;
- d) benefit plan contributions;
- e) accumulated sick leave credits;

**Method of Payment**

- 10.02 a) Teachers shall receive their full pay in 26 equal installments, bi-weekly.
- b) A detailed statement of Salary and deductions will be included with the record of deposit statement.
- 10.03 A teacher leaving the employment of the Board during the school year or at the end of the school year shall receive all money owing to the teacher within thirty (30) days of the last date of employment.

**Grid Placement**

- 10.04 a) Teachers shall be paid in Category A1 until such time as they provide proof of a different category classification. For teachers hired after September 1, initial category placements shall be retroactive to the date of hire.
- b) Teachers with less than a full-time assignment shall be paid pro-rata based on their assignment percentage.

**Effective 1st pay in September 2002 (for 1st 13 bi-weekly pays of 2002-2003)**

Years of Experience	A0	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	\$ 31,495	\$ 35,214	\$ 36,277	\$ 39,708	\$ 41,846
1	33,555	37,141	38,378	42,068	44,349
2	35,617	39,069	40,478	44,427	46,849
3	37,676	40,996	42,579	46,783	49,352
4	39,737	42,924	44,679	49,141	51,855
5	41,798	44,853	46,779	51,500	54,357
6	43,859	46,779	48,882	53,857	56,860
7	45,920	48,707	50,981	56,217	59,362
a	47,981	50,635	53,081	58,574	61,864
9	50,043	52,562	55,182	60,932	64,365
10	52,103	54,491	57,284	63,290	66,868
11	54,165	56,419	59,384	65,650	69,372
12	58,349	58,349	61,482	68,004	71,881



Effective February 2003 SAs of the 14th pay of 2002-2003 for the next 13 pays)

Years of Experience	A0				
0	\$ 31,810	\$ 35,567	\$ 36,640	\$ 40,106	\$ 42,265
1	33,891	37,513	38,762	42,489	44,793
2	35,974	39,460	40,883	44,872	47,318
3	38,053	41,406	43,005	47,251	49,846
4	40,135	43,354	45,128	49,633	52,374
5	42,216	45,302	47,247	52,015	54,901
6	44,298	47,247	49,371	54,396	57,429
7	46,380	49,195	51,491	56,780	59,956
8	48,461	51,142	53,612	59,160	62,483
9	50,544	53,088	55,734	61,542	65,009
10	52,625	55,036	57,857	63,923	67,537
11	54,707	56,984	59,978	66,307	70,066
12	58,933	58,933	62,097	68,685	72,600

**Effective 1st pay in September 2003 (for 1st 13 bi-weekly pays of 2003-2004)**

Years of Experience	AD	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
0	\$ 32,606	\$ 36,457	\$ 37,556	\$ 41,109	\$ 43,322
1	34,739	38,451	39,732	43,552	45,913
2	36,874	40,447 <i>24,307</i>	41,906	45,994	48,501
3	39,005	42,442	44,081	48,433	51,093
4	41,139	44,438	46,255	50,874	53,684
5	43,272	46,435	48,429	53,316	56,274
6	45,406	48,429	50,606	55,756	58,865
7	47,540	50,425	52,779	58,200	61,455
8	49,673	52,421	54,953	60,639	64,046
9	51,808	54,416	57,128	63,081	66,635
10	53,941	56,412	59,304	65,522	69,226
11	56,075	60,407	63,650	70,403	74,415
12	60,407	-	-	-	-

**Effective February 2004 (as of the 14th pay of 2003-2004 for the next 13 pays)**

<b>Years of Experience</b>	<b>A0</b>	<b>A1 / Gp1</b>	<b>A2 / Gp2</b>	<b>A3 / Gp3</b>	<b>A4 / Gp4</b>
0	\$ 32,933	\$ 36,822	\$ 37,932	\$ 41,521	\$ 43,756
1	35,087	38,836	40,130	43,988	46,373
2	37,243	40,852 24,550	42,326	46,454	48,987
3	39,396	42,867	44,522	48,918	51,604
4	41,551	44,883	46,718	51,383	54,221
5	43,705	46,900	48,914	53,850	56,837
6	45,861	48,914	51,113	56,314	59,454
7	48,016	50,930	53,307	58,782	62,070
8	50,170	52,946	55,503	61,246	64,687
9	52,327	54,961	57,700	63,712	67,302
10	54,481	56,977	59,898	66,178	69,919
11	56,636	61,012	64,287	71,108	75,160
12	61,012	-	-	-	-

Years of Experience	A0	A1 / Gp1	A2 / Gp2	A3 / Gp3	A4 / Gp4
	\$ 33,156	\$ 37,071	\$ 38,189	\$ 41,802	\$ 44,052
1	35,325	39,099	40,402	44,286	46,687
2	37,495	41,129 24.717	42,613	46,769	49,319
3	39,663	43,157	44,823	49,249	51,953
4	41,832	45,187	47,034	51,731	54,588
5	44,001	47,218	49,245	54,215	57,222
6	46,172	49,245	51,459	56,695	59,856
7	48,341	51,275	53,668	59,180	62,490
8	50,510	53,304	55,879	61,661	65,125
9	52,681	55,333	58,091	64,143	67,757
10	54,850	57,363	60,303	66,626	70,392
11	57,019	61,425	64,722	71,589	75,669
12	61,425	-	-	-	-

(\* A teacher in Category A shall not move beyond the penultimate experiences step of Category A until he/she meets with the requirements outlined in the Pay Equity Plans.)

10.05 A teacher who leaves the employ of the Board or commences an unpaid leave of absence during the school year will be paid any salary owing less required deductions up to the last day worked.

**Credit for Teaching Experience**

10.06 The following shall apply for all full-time and part-time teaching experience to be recognized for initial grid placement for newly hired teachers as of September 1, 2002 (provided that the application is submitted to the Human Resources Department no later than June 1, 2003) or who commence active employment thereafter:

- a) Credit shall be given for all teaching experience including long term occasional teaching experience, of at least one half of a school year in duration, acquired in an elementary or secondary school in Canada.

It is the responsibility of the teacher to document all experience to the satisfaction of the board.

- b) Other teaching experience deemed by the employer relevant to the teacher's assignment shall be recognized to the maximum for the applicable category, such as continuing education credit courses, teaching experience in a College of applied Arts and technology, University or Faculty, College of Education or teaching in an elementary or secondary school outside Canada shall be recognized on the basis of one grid step for every year of such experience to maximum of category.
- e) Teaching experience for a full-time assignment for a full school year shall be recognized as one full year credit.
- d) Teaching experience for less than a full-time assignment and/or less than a full school year shall be accumulated and recognized as follows:  
Of the aggregate accumulation, each one hundred ninety-four (194) days shall be considered one (1) year of credit, and the remainder, if it exceeds ninety-seven (97) days, shall be considered as one (1) year of credit.
- e) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one school year.
- f) Experience will be calculated and applied as of September 1<sup>st</sup> of each year.
- g) It shall be the prerogative of the Board to withhold for one year the increment of a teacher whose work is inadequate as attested by a supervisory officer, in consultation with the principal, provided that the teacher:
  - (i) is given notice in writing on or before April 30<sup>th</sup> why the Board is withholding the increment,
  - (ii) is instructed in writing how to improve,
  - (iii) is re-instated after one (1) year, if satisfactory improvement is made, at the point on the salary schedule where the teacher would have been had the teacher not had an increment withheld.

### **Category Classification**

10.07 Teachers shall be placed in the appropriate category for determination of salary grid placement in accordance with a certification statement issued by QECO Programme 5, effective September 1, 2002.

Teachers who are presently rated for grid placement in accordance with a different Programme shall not be adversely affected but may only advance to a higher rated category based on QECO Programme 5.

### **Category Changes**

- 10.08 a) When a course or courses which result in a category change have been completed before September 1, and when relevant documents are submitted to the Board on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1 provided a copy of the teacher's QECO application is sent to Human Resources prior to December 31.
- b) When a course or courses have been completed between September 1 and December 31 and when relevant documents are submitted to the Board on or before June 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to June 30, the salary adjustment shall be retroactive to January 1 provided a copy of the teacher's QECO

application is sent to Human Resources prior to June 30.

- 10.09 When a teacher has been appointed to a position of responsibility, the following allowance shall be paid in addition to grid salary:
- |                       |         |
|-----------------------|---------|
| Education Coordinator | \$6000. |
|-----------------------|---------|

### **Graduate Degree Allowances**

- 10.10 a) Teachers who were in receipt of an additional allowance in a predecessor board relating to possession of a graduate degree which has not been used to establish category placement for such teachers shall continue to receive such allowance at the same rate until they leave the employ of the Board.
- b) A teacher who provides written documentation to the Board that the teacher has completed 50% of the programme requirements for a Master's or Doctoral Degree shall be eligible to receive an additional allowance based on the teacher's predecessor board provided such degree is not used to establish category placement and the degree is awarded by August 31, 2002.
- c) Effective September 1, 1999, a teacher who acquires a graduate degree at the Masters or Doctoral level which is not used to establish category placement for such teacher shall receive a once only payment in recognition as follows:

Master's Degree \$1200

Doctoral Degree \$1800

### **Teacher on Secondment**

- 10.11 a) A teacher may be seconded by the Board, for a limited term, to undertake an assignment. These secondments will normally be confirmed by March 1.
- b) When a teacher has been seconded to an assignment, the following provisions shall apply:
- the teacher's salary shall not be less than the teacher earned in the previous assignment;
  - credit for teaching experience, seniority and salary increments shall accrue during the term of the secondment;
  - at the conclusion of the secondment, the teacher shall return to the school from which the teacher was seconded, subject to Article 20, Staffing Procedures

### **Designated Teacher**

- 10.12 a) A teacher shall be designated to be in charge of the school on those occasions when neither the Principal nor the Vice-Principal is in the school.
- b) The teacher to be designated shall be determined by the Principal from among those teachers on the staff who indicate a desire to be considered for the assignment.
- c) An occasional teacher shall be provided to cover the classroom responsibilities of the designated teacher on and after the second consecutive day of absence of the Principal or, where applicable, the Vice-Principal.

- d) The designated teacher shall be paid, in addition to his/her regular salary, an allowance of \$50.00 per diem for assuming such responsibility, which shall be accumulated and paid to each teacher so entitled twice annually as of January 31<sup>st</sup> and June 30<sup>th</sup>.

### **Temporary Administrative Position**

- 10.13 a) When a Principal or Vice-Principal will be absent for more than ten (10) consecutive school days, the Board will second a Teacher as a Temporary Principal or Vice-Principal to fulfill the duties of the absent administrator.

The Teacher seconded as a Principal or Vice-Principal shall be entitled to return to the Teacher's former position if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union provided that the Teacher's term as Temporary Principal or Vice-Principal does not exceed one (1) school year.

- b) The Teacher shall receive the same salary as other Principals or Vice-Principals with an equivalent position in the Board, but will remain in his/her current benefit plan pursuant to the Collective Agreement.
- c) The person who has been seconded as a Principal or Vice-Principal shall pay Union dues.

### **Payroll Déduction**

- 10.14 At the request of the teacher, the Board shall make the appropriate payroll deductions from a teacher's pay for the following purposes:

- (a) Canada Savings Bond purchases;  
(e) United Way contributions.

## **ARTICLE 11 - EXPENSES**

### **Expense Allowances**

- 11.01 A teacher shall be reimbursed for preauthorized out-of-pocket expenses upon presentation of appropriate receipts and documents as verified by the principal or immediate supervisor.

### **Professional Development Expenses**

- 11.02 The Board shall reimburse a teacher for all reasonable expenses connected with any educational or reaching conferences, conventions, workshops or courses attended by the teacher at the request of the Board.

### **Travel Expenses**

- 11.03 a) A teacher who is required to travel by the Board between schools or other places of employment shall be paid for such travel in accordance with Board policy/practice.
- b) In respect of other travel authorized by the Board, a teacher shall receive kilometrage from the Board in accordance with Board policy/practice.

## **ARTICLE 12 - WORKING CONDITIONS**

### **School Year**

- 12.01 Subject to the requirements of the Education Act, the school year shall not exceed one hundred and ninety-four (194) school days of which four (4) shall be designated as professional activity days.

### **Extra-Curricular Activities**

- 12.02 It is understood that extra-curricular activities are voluntary.

### ***Instructional Time***

12.03 The Board shall ensure that each full-time teacher in elementary schools is assigned to provide instruction to pupils for no more than ~~thirteen hundred fifty (1350)~~ minutes for each period of five (5) instructional days during the school year.

Pan-time teachers shall have their instruction to pupil time pro-rated.

### ***Preparation Time***

12.04 a) Exclusive of morning and afternoon recesses and the lunch period, each teacher on a full-time assignment shall be assigned at least one hundred and fifty (150) minutes of preparation time free from supervisory, teaching or other duties for each period of five (5) instructional days during the school year. The Principal shall endeavour to provide preparation time in continuous blocks of time of not less than twenty (20) minutes.

Teachers on part-time assignments shall have this time pro-rated.

b) Subject to regulations pertaining to the school year calendar, in addition to the Preparation time provided above, the Board agrees to designate one Professional Development Day in each school year as preparation time to teachers for activities related to their duties as a teacher. The Parties agree that no staff meetings, Board mandated curriculum development or program development workshops will be held on the preparation time Professional Development Day

### ***Lunch Break***

12.05 Each teacher shall be entitled each day to an uninterrupted and continuous period of not less than forty (40) minutes for lunch free from supervisory, teaching, or other duties during the scheduled working day.

### ***Time for Travelling***

12.06 A teacher who is assigned duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations.

Where such travel occurs, it shall be exclusive of preparation time.

### ***Teacher Absence***

12.07 The Board shall provide an occasional teacher or other suitable replacement when a regular classroom teacher or a teacher providing preparation time is absent. Subject to availability and to ensure maintaining quality programmes for students, an occasional teacher shall be provided for the second consecutive day of a teacher's absence and thereafter until the return of the teacher.

### ***Staff Meetings***

12.08 At the beginning of the school year, all teaching staff in each school shall meet to determine the desired timing and desired length for regular staff meetings. Part-time assignments and other regular commitments of a professional nature related to teaching shall be accommodated in such determination.

12.09 One week after the meeting in Article 12.08 has been held, notice of regularly scheduled staff meetings shall be posted.

- a) An agenda shall be distributed to all teachers before the staff meeting.
- b) Teachers shall have the right to place items on the staff meeting agenda.



### **Hazardous Weather Conditions**

12.10 When, in the opinion of the principal or designate, it is considered hazardous for teachers to travel to or from school or to be in school, then they shall be excused so long as the hazard exists. If, in the opinion of the teacher, it is considered hazardous to travel, and the principal and the teacher disagree, then the teacher shall be deducted one (1) day credit from the teacher's accumulated sick leave credits.

### **Medical, Physical Procedures**

12.11 Except for programs of general application throughout the system, a teacher shall not be required to do any medical or physical procedures for pupils. Such procedures include routine administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped students, post-urinal drainage, manual expression of the bladder, toileting assistance, and any other medical or physical procedures. The administration of these procedures shall be by health services and/or other qualified personnel.

it shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases.

### **Lieu Time**

12.12 When a Professional Activity Day has been organized for the purpose of conducting interviews with parents or guardians on the progress of students, and a Principal has determined that such interviews in whole or in part would satisfy parents if scheduled outside the school day, teachers who participate in such interviews outside the school day shall be excused from attendance on the scheduled Professional Activity Day to the extent determined by the Principal.

### **Teacher Board Relations Committee**

12.13 A Teacher Board Relations Committee shall be established comprising of the President and three (3) other members of the Union and four (4) members of administration. The first committee meeting will be held by September 30.

Meetings shall be convened on 48 hours written notice by either party, such notice to be accompanied by a written agenda. The Chairing will alternate between the Union and the Board.

The committee may make recommendations to the Board and the Union for consideration.

Any occasional teacher cost referable to the deliberations of the committee will be borne by the Board.

## **ARTICLE 13 - STAFFING**

13.01 The parties agree that all classroom teachers responsible for a student register in classes from Junior Kindergarten to Grade 8 shall be staffed by persons employed by the Board in accordance with this Collective Agreement. All teachers whose responsibilities are directed to the education of elementary school students will be recognized as and hired into the Elementary Panel Bargaining Unit, including teachers of elementary level French and Special Education programs. The parties mutually acknowledge that the teaching assignments included as part of the assignment of a Principal or Vice-Principal are excepted from the application of this Article.

## **Class Size**

13.02 As a guideline, and subject to the Principal's determination, the size of each class as of the second Friday of November in each year shall not exceed:

- a) Junior Kindergarten 20
- b) Kindergarten 20
- c) Primary 22
- d) Junior 25
- e) Intermediate 27

## **Staffing Committees**

- 13.03 a) A District School Board Staffing Review Committee shall be established composed of four (4) representatives of each party.
- b) The District School Board Staffing Review Committee shall meet at least once a year. At the request of either party, additional meetings will be held.
- c) The District School Board Staffing Review Committee shall:
- i) review projected enrolment % of the next school year;
  - ii) monitor the implementation of the staff allocation process;
  - iii) review on an ongoing basis the application of the class size provisions in 13.02;
  - iv) make recommendations to the appropriate supervisory officer to address staff allocation concerns.

## **In-School Staffing Committees**

- 13.04 a) An In-School Staffing Committee shall be established in every school.
- b) The staff of the school shall elect at least 2 of its members to the In-School Staffing Committee.
- c) In schools with less than 10 teachers, the staff may act as the staffing committee.
- d) The Principal and Vice-principal and the Workplace Steward shall automatically be members of the In-School Staffing Committee and shall not be included in the 2 named above.
- e) The Union representatives on the committee shall be in place from October 1 to September 30. If any Union representatives resign from the committee or transfer to another school, the staff of the school shall elect a replacement.
- f) The responsibilities of the In-School Staffing Committee shall be as follows:
- i) to review the distribution of assigned teaching duties;
  - ii) to provide input into the organization of the school timetables;
  - iii) to assist in the development of supervision schedules, indoor recess and lunch hour schedules;
  - iv) to review the school's basic budget.

## ARTICLE 14 - OCCUPATIONAL HEALTH AND SAFETY

### *Employer's Obligations*

- 14.01 The Parties agree that teachers, supervisors and employers have rights and obligations with respect to protecting the health and safety of workers, under The Occupational Health and Safety Act, which is administered by the Ontario Ministry of Labour.

## ARTICLE 15 - SICK LEAVE

### *Sick Leave Account*

- 15.01 The Board shall administer a sick leave plan and maintain a sick leave account for each teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

### *Transfer of Credits*

- 15.02 A teacher who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Board as defined in the *Municipal Affairs Act*, which operated or operates a cumulative sick leave plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment or non-teaching or teaching employment.
- 15.03 a) Each full-time teacher who is actively employed shall be credited with an allowance of twenty (20) days of sick leave on the first day of each school year in addition to the teacher's previous accumulation.
- b) The sick leave credits for each teacher will be carried forward to the District School Board from the boards in existence prior to January 1, 1998. Unused sick leave days shall be accumulated to a maximum of 280 days and carried forward from year to year,
- c) Teachers who have an excess of 280 days shall receive the 20 days sick leave credit in 15.03 a) but shall not carry forward more than 280 days to the following year.

### *Pro-rated for Part-Time*

- 15.04 A teacher with less than a full-time equivalent assignment shall earn sick leave credits on a pro-rata basis.
- 15.05 To the extent of the teachers sick leave credits, that teacher shall be entitled to be absent without interruption of salary on account of his/her sickness. The Board may require certification by a physician or a licentiate of dental surgery to support absences related to sickness.
- 15.06 A teacher who does not have any sick leave credits or whose absence on account of sickness will deplete such credits shall be granted, on written request, a medical leave of absence without pay to the end of the school year, if necessary. Nothing in this article prevents a teacher from requesting an extension of the medical leave of absence without pay for all or part of the following school year.
- 15.07 The Board will inform a teacher twenty (20) teaching days prior to the depletion of sick leave credits.

### **Short-term Leaves**

16.01 A teacher shall be granted a leave of absence with continuation of salary, benefits and other entitlements in the following circumstances;

- a) attendant on and coincident with the death of a spouse, parent, child or stepchild, brother or sister, ward, mother-in-law or father-in-law, a maximum of five (5) consecutive working days. It is understood that spouse includes common-law and Same sex partners.
- b) attendant on and coincident with the death of a brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparent, grandchild or a person in loco parentis, a maximum of three (3) consecutive working days.
- c) attendant on and coincident with the death of an aunt, uncle, niece, nephew, spouse's grandparents, or a close friend; to a maximum of one (1) working day,
- d) the serious illness of a spouse, child or parent; up to a maximum of two (2) days.
- e) for working days on which the teacher is required to serve as a juror.
- f) for working days on which the teacher is subject to an order of quarantine as verified by the appropriate Medical Officer of Health.
- g) for working days on which the teacher is subject to subpoena as a witness in court proceedings to which the teacher is not a party or an accused person and provided that the party who caused the subpoena to be issued confirms the days on which the teacher is to give testimony.
- h) attendant on and coincident with the observance by the teacher of his/her religion to a maximum of five (5) days in a school year.

16.02 At the discretion of the Administrator of Human Resources or designate, extension of leaves may be approved for a teacher on terms and conditions as indicated in the written response to the request.

16.03 A teacher shall be entitled to two (2) personal leave days per school year for serious personal reasons. No more than ten per cent (10%) of the teachers in any one school shall use personal leave days on any one day. ~~For~~ for unforeseen circumstances, the teacher shall make the request to the Principal at least twenty-four (24) hours in advance.

### **Full Time Release Union Leave**

16.04 Leave of absence with continuation of salary, benefits and other entitlements shall be granted for Union activities in the district subject to the following limitations:

- a) A maximum of four (4.0) full-time equivalent teachers in any school year, provided that such leave for any teacher shall be in blocks of 0.5 or 1.0 only.
- b) Written request to the Administrator of Human Resources not later than June 1st in the school year preceding the leave identifying the teachers who will be on Union leave.
- c) Reimbursement by the Union or bargaining unit of the costs of Salary and benefits for the replacement teachers. The salary costs shall be deemed to be those of a

category A3 Step 0 teacher and the benefit costs shall be deemed to be twelve (12%) percent of the salary costs for each full time equivalent leave used.

### **Provincial Union Leave**

#### **16.05.01**

- a) A teacher who has been elected or appointed to an office with the provincial executive of ETFO shall be granted a leave of absence for up to three (3) consecutive school years without salary, benefits or other entitlements provided written notice has been given to the Director of Education within five (5) days of the election or appointment.
- b) A teacher returning from a provincial Union leave shall so notify the Director of Education in writing on or before March 31st in the school year preceding the return to teaching duty.
- c) Notwithstanding 16.05.01(a), the Board may grant leave for (an) additional term(s).

### **Union Release Days**

#### **16.05.02**

Upon application by the ETFO, release time shall be granted to teachers to carry out Union activities at a local or provincial level. ETFO shall reimburse the Board for the actual occasional teacher costs incurred in the release time of the Teacher. Such release time shall not exceed two hundred fifty (250) school days.

#### **16.05.03**

The Board shall assume the occasional teacher costs for replacing teachers when Union representation is required by the Board at meetings.

#### **16.05.04**

The Board shall assume the occasional teacher costs, if any, to a maximum of 4 teachers per meeting, to participate in collective bargaining with the Board. Such days shall count towards the days permitted in 16.05.02.

### **Teacher Self-Financed Leave Plans**

#### **16.06.01**

Teachers enrolled in self-financed leave plans with the predecessor Board shall have those plans honoured by the Board.

#### **16.06.02**

The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:

- a) Two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave.
- b) Three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave.
- c) Four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave.
- d) Five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- e) Notwithstanding any of the above, a member may participate in a half-year leave. The amount of the current compensation amount deferred by the teacher under the plan

cannot exceed 33 1/3 % in any calendar year in accordance with the Income Tax Act.

Effective September 1, 2001, interest paid on the teacher's trust fund account shall be the rate paid to the Board from time-to-time by its Bank of Record. Participants shall receive a statement of their account as of August 31 each year.

### **Application**

#### **16.06.03**

A written application shall be delivered to the Administrator of Human Resources not later than January 31st, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of leave of absence.

### **Approval or Denial**

#### **16.06.04**

The right to approve or to deny any application shall rest solely with the Board. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1st, following the date of application.

### **Definition**

#### **16.06.05**

Entry into the plan shall be effective only on September 1st, and the duration of a leave of absence under this plan shall be from September 1st to August 31st unless by mutual agreement between the teacher and the Board.

### **Salary Holdback**

#### **16.06.06**

The salary withheld as per clause 16.06.02 shall be placed in an individual trust account in the name of the teacher. A statement of the teacher's account, will be issued by the Board to the teacher at the end of the school year.

#### **16.06.07**

The amount deferred including interest shall be paid to the teacher during the period of the leave in accordance with Article 10.02.

### **Benefit Plans**

#### **16.06.08**

- a) Throughout the deferral, teacher's benefits shall be maintained as per the applicable Collective Agreement. During the leave, teachers may maintain benefits at their sole cost.
- b) The year of absence shall not represent a break in service so far as seniority is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year of absence.
- d) The Board and teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan and Revenue Canada which may be amended from time to time.

## **Termination**

16.06.09

- a) A teacher may withdraw from *the* originally agreed plan *upon* written *notice* at least six (6) months preceding the intended commencement *of the* leave of absence. Upon withdrawal, the sum accumulated in the trust including accrued interest shall be paid to the teacher within sixty (60) days following delivery to the Director of Education of written notification of withdrawal, subject to an administrative charge of \$50.00 payable by the teacher *to the* Board.
- b) A declaration of redundancy shall be deemed to be written notice of withdrawal delivered to the Administrator of Human Resources on the effective date of redundancy.
- c) In the case of death of a teacher prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the teacher within sixty (60) days following the date of death. In the case of the death of the teacher during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the teacher within sixty (60) days following the date of death.

## **Contract**

16.06.10

Each teacher who is a participant in the plan shall execute a contract wherein are set out the terms and conditions of participation in the plan.

16.06.11

On return from leave, the teacher shall return to the same or a comparable position held prior to the leave.

## **Part-Time Teaching at the Teacher's Request**

16.07 All teachers who have been employed by the Board for more than one year shall be eligible to reduce their teaching time for a school year, subject to the approval of the appropriate Supervisory Officer. The time reduction shall be regarded as a leave of absence.

## **Workplace Safety Insurance**

16.08 When a teacher is absent from duty as the result of an accident for which compensation is being received by the teacher in accordance with the provisions of the Workplace Safety Insurance Board Act, the Board will supplement such compensation payments to the teacher to the full salary of the teacher provided that such supplementary payments by the Board will be charged prorata against the reserves of sick leave credits of the teacher and provided further that the Board's obligation to supplement such compensation payments shall be ended when the reserve of sick leave credits of the teacher has been exhausted.

## **Unpaid Leaves of Absence**

16.09.01

In addition to the various types of leaves described in this Article, the Board may grant other leaves of absence.

16.09.02

Any leave granted under this article shall be subject to the following provisions:

- a) the request shall indicate the dates the leave is to commence and end and shall be made in writing to the Principal with a copy to the President of the Bargaining Unit by March 1 of the current school year. In exceptional circumstances, this notification period may be waived.

- b) ~~the period of the leave shall not exceed one (1) school year with a possible renewal for a maximum of 1 school year (see Appendix E -Guidelines for Leaves of Absence).~~
- c) ~~the Teacher granted such a leave shall return to the Teacher's school in a position similar to that held at the commencement of the leave, and subject to Article 20 - Staffing Procedures of the collective agreement.~~
- d) ~~the leave shall be without salary, benefits or accumulated sick leave credits during the term of the leave but the Teacher shall retain the right to participate in all benefits, subject to the terms of the respective policies. The Board agrees to continue coverage of the Teacher's benefits at the Teacher's sole expense. The Teacher will deliver post-dated cheques payable to the Board dated the fifteenth (15) day of each month for the following month's premiums to cover the period of the leave of absence.~~

### **Granting of Leaves**

16.10 The Board shall not unreasonably refuse a request in the granting of a leave.

The teacher shall receive a written response from the Board within thirty (30) days. In the event a request has been refused, the Board shall indicate the reasons.

### **Leave of Absence for Political Office**

- 16.11 a) The Board shall grant a leave of absence without pay, benefits or other entitlements, save and except seniority which shall continue to accrue, to a teacher for the purpose of campaigning for or serving as an elected member of the Legislative Assembly of Ontario or the federal House of Commons.
- b) Should the teacher be elected to a further consecutive term, he/she shall submit his/her resignation from employment coincident with the date of re-election.
- c) A teacher who is an unsuccessful candidate for election or re-election, shall be deemed to be on a recall list for purposes of return to duty.

## **ARTICLE 17 - PREGNANCY AND PARENTAL LEAVE**

### ***Pregnancy Leave***

- 17.01 a) A teacher who is employed by the Board for at least thirteen (13) weeks preceding the date of birth shall be granted pregnancy leave in accordance with the Ontario Employment Standards Act. Such leave will normally terminate seventeen (17) weeks from commencement of leave, or six (6) weeks after the date of delivery, whichever is the later.
- b) A teacher may shorten the duration of the six (6) week period provided for under the Employment Standards Act upon giving the Board one (1) week's written notice of her intention to do so, and furnishing the Board with the certificate of a qualified medical practitioner stating that she is able to resume her work.
- c) A teacher who anticipates making a request for such a leave shall make every effort to give the Board the earliest possible notice in writing, but in any event not less than two (2) weeks before the intended commencement of the leave. The teacher giving notice of pregnancy leave shall also provide the Board with a certificate from a legally qualified medical practitioner stating the expected birth date.



17.02 The equivalent to a pregnancy leave, as described in the *Employment Standards Act*, shall be granted to a teacher who adopts a child. It is understood that in cases of adoption, the teacher may have to cease duty immediately when the child becomes available; the teacher shall endeavour to give notice as soon as possible, but shall have given notice of the intention to adopt at least two (2) weeks prior to the commencement of the leave.

**Parental Leave**

- 17.03 a) Subject to the provisions of *the Employment Standards Act*, a teacher who has been employed by the Board for at least thirteen (13) weeks will be entitled to a parental leave.
- b) Parental leave must normally begin when pregnancy leave ends, or within fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time.
- c) The teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- d) The teacher may reduce the period of thirty-five (35) weeks for leave provided the teacher gives to the Board at least four (4) weeks written notice of the day on which the leave is to end.
- e) Notwithstanding, a teacher may request a lesser period of notice of return to duty,
- 17.04 When requested, a pregnancy leave must be granted for up to seventeen (17) consecutive weeks; a parental leave must be granted for up to thirty-five (35) consecutive weeks. Credit for experience towards salary increments and sick leave accumulation shall continue during such leaves.
- 17.05 If, during a pregnancy but prior to the commencement of a pregnancy leave, a teacher obtains a certificate declaring her unable to continue teaching due to illness, the teacher may use sick leave credits, if available.
- 17.06 For the full period of any pregnancy or parental leave granted under this Article, the Board agrees to continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave unless the teacher requests otherwise in writing.
- 17.07 At the discretion of the Board, pregnancy and parental leave may be granted to a teacher who has been employed with the Board for less than thirteen (13) weeks.
- 17.08 Upon expiration of a leave granted under this Article, the teacher shall be given the position held prior to the leave, or, if that position no longer exists, a comparable position at the same school, subject to the application of Staffing Procedures. The teacher shall endeavour to give the earliest possible notice of intent to return to duty, but must give written notice to the Principal at least four (4) weeks prior to returning to duty.
- 17.09 An employee may request an extension of parental leave. Such extensions shall be subject to the approval of the Administrator Human Resources. Such leave shall be considered to include any parental leave granted.
- 17.10 Subject to the layoff and just cause provisions of this agreement, the Board may not terminate or layoff an employee entitled to pregnancy and/or parental leave.

17.11 **Part-time employees shall be entitled to pregnancy and parental leave in accordance with the terms of the Employment Standards Act.**

17.12 **Nothing in this article shall remove from an employee any entitlement under the Employment Standards Act.**

### ***Paternity Leave***

17.13 **A male teacher shall be entitled to a paternity leave of two (2) days with pay and without loss of benefits, seniority, or experience in any one school year in addition to the day of birth of his child to attend to and care for the child or family. In the case of adoption, these two (2) days shall be taken at the time of taking legal custody.**

17.14 **The Board shall provide to a teacher entitled to receive Employment Insurance benefits on account of her pregnancy, a maximum of seventeen (17) weeks of benefits under a top-up arrangement under S. 38 of the Employment Insurance Act, as follows:**

- a) **The time period over which benefits are payable by the Board under this Article 17.14 is the same period as the teacher's entitlement to Employment Insurance pregnancy benefits, inclusive of the two (2) week waiting period imposed under the Employment Insurance Act. If the teacher is not entitled to pregnancy Employment Insurance benefits for the full seventeen (17) week period, top-up benefit payments are only required of the Board for the two week waiting period imposed under the Employment Insurance Act and any period corresponding with the payment of the Employment Insurance pregnancy benefits.**
- b) **For the purposes of this Article, the teachers' regular weekly earnings shall be determined by dividing the annual gross salary by fifty-two (52).**
- c) **For the six (6) week period immediately following the birth of her child, the Board shall pay top-up benefits as a supplement to the teacher's Employment Insurance Pregnancy benefit, entitlement, without the requirement to submit medical proof of illness. The amount of the supplement shall be equal to the difference between the amount of the teacher's Employment Insurance pregnancy benefits, (which is acknowledged to be nil during the teacher's two week waiting period if it occurs during this period) and one hundred percent (100%) of the teacher's regular weekly earnings.**
- d) **For the remaining eleven (11) weeks of the seventeen (17) week period, whether such weeks occur before or after the birth of the child, the Board shall pay top-up benefits as a supplement to the teacher's Employment Insurance pregnancy benefits (which is acknowledged to be nil during the teacher's two (2) week waiting period if it occurs during this period) and sixty percent (60%) of the teacher's regular weekly earnings.**

**A teacher who is not entitled to receive Employment Insurance benefits on account of her pregnancy is entitled to utilize any sick leave credits that she may have to her credit for the six (6) week period immediately following the birth of her child in accordance with the provisions of the sick leave plan.**

### ***17.15 Adoption Leave***

**The Board shall provide to the teacher entitled to receive Employment Insurance benefits on account of the adoption of a child, a maximum of seventeen (17) weeks of benefits under a top-up arrangement under S.38 of the Employment Insurance Act as follows:**

- a) **The time period over which benefits are payable by the Board under this Article**

17.14 is the first seventeen (17) weeks of the teacher's entitlement of Employment Insurance parental leave benefits, inclusive of the two (2) week waiting period imposed under the *Employment Insurance Act*. If the teacher is not entitled to parental Employment Insurance benefits, no amounts are payable by the Board. If the teacher is not entitled to Employment Insurance parental benefits for the full seventeen (17) week period, top-up benefit payments are only required of the Board for the two (2) week waiting period imposed under the Employment Insurance Act and any period corresponding with the payment of Employment Insurance parental benefits.

- b) For the purpose of this Article, the teachers' regular weekly earnings shall be determined by dividing the annual gross salary by fifty-two (52).
- c) For the Seventeen (17) week period immediately following the arrival of the child into the Teacher's care and control, the Board shall pay top-up benefits as a supplement to the teacher's Employment insurance parental benefit entitlement. The amount of the supplement shall be equal to the difference between the amount of the teacher's Employment Insurance parental benefits (which is acknowledged to be nil during the teacher's two week waiting period if it occurs during this period) and sixty percent (60%) of the teacher's regular weekly earnings,
- d) The Board's obligation is limited to the equivalent of seventeen (17) weeks of adoption leave top-up payments per occurrence whether the amount is paid to one parent or is shared by both parents.

## ARTICLE 18 RETIREMENT GRATUITY

- 18.01 a) Teachers employed in the former Lanark Division of the Board as of December 31, 1997, shall retain the retirement gratuity provisions as set out in Article 14.00 of the collective agreement in effect on that date, except 14.02(a) shall be increased to a maximum of \$15,000 effective May 1, 2003 (Appendix A).
- b) Teachers employed in the former Leeds & Grenville Division of the Board as of May 1, 2003, shall retain the retirement gratuity provisions as set out in Article 12.09 of the collective agreement in effect on that date (Appendix A).
- c) Teachers employed in the former Prescott-Russell Division of the Board as of December 31, 1997, shall retain the severance allowance, death benefit gratuity or retirement gratuity provisions, as applicable to the teacher as set out in Articles 10.05 to 10.11 inclusive of the collective agreement in effect on that date (Appendix A).
- d) Teachers employed in the former Stormont, Dundas & Glengarry Division of the Board as of December 31, 1997, shall retain the retirement gratuity provisions of the collective agreement in effect on that date (Appendix A).
- e) Attached as Appendix A to this agreement are the provisions referenced above.
- 18.02 a) Subject to 18.01(b), A teacher whose original date of hire with the Board is January 1, 1998 or later shall have access to a retirement gratuity plan in accordance with and subject to the following:
- i) the teacher is retiring from the teaching profession for the reason of age, health or any other reason approved by the Employer;
  - ii) the teacher has ten (10) or more years of continuous service with the Employer;

- iii) **the teacher is retiring on immediate pension from the Ontario Teachers' Pension Plan.**
- b) **For the purposes of retirement gratuity, "age" shall mean**
  - i) **sixty-five (65) years of age not later than August 31, next following the date of retirement, or**
  - ii) **the age at which the teacher is in receipt of a pension from the Ontario Teachers' Pension Plan.**
- c) **A teacher who elected to receive a commuted value payment instead of immediate pension from the Ontario Teachers' Pension Plan is not eligible for any retirement gratuity.**
- d) **The retirement gratuity entitlement of a teacher under 18.02(a) above shall be computed using the following formula and accompanying table:**

Gratuity percentage X Factor	Annualized X Salary	<u>Cumulative sick leave Credits (maximum 200)</u> 200
<b>Length of Service in Years</b>		<b>Gratuity Percentage Factor</b>
10		30
11		32
12		34
13		36
14		38
15		40
16		42
17		44
18		46
19		48
20 or more		50

**In no case shall the amount of retirement gratuity payable exceed one half (1/2) of the annualized salary of the teacher at the date of retirement.**

- e) **In the event of the death of a teacher, either before or after retirement benefits, if any, arising from the plan shall be paid to the beneficiary named in the teacher's group life insurance designation, or, named by the teacher in a written communication to the Employer, or, failing both, to the estate of the deceased teacher.**

## **ARTICLE 19 - SENIORITY**

**19.01 Seniority is defined as the length of continuous elementary service in the employ of the Board or any of its predecessor Boards calculated from the most recent date at which work commenced as an elementary teacher.**

**19.02 Seniority for service credit is considered continuous in the following circumstances:**

- a) **when actually at work in accordance with the terms of the employee's assignment;**

- b) for a period of absence mandated by operation of an applicable law;
- c) during an approved leave of absence;
- d) while on lay-off and subject to recall.

19.03 For purposes of seniority calculation, there is no distinction between full-time and part-time employees.

19.04 Where more than one employee has the same date of commencement of work, ties shall be broken, if necessary each year, to determine the employee(s) to be laid off, in the following order:

- a) total elementary teaching experience within Canada;
- b) total teaching experience within Canada;
- c) by lot.

All new hires will have ties broken at time of hire.

19.05 On or before January 31<sup>st</sup>, a seniority list calculated up to and including June 30<sup>th</sup> of that school year, shall be drawn up by the Board and shall be posted in every school or place of employment and provided to the bargaining agents. The list shall include the seniority status of every teacher covered by this collective agreement in decreasing order of seniority. Teachers who object to their placement on the seniority list will inform their Principal in writing and their objection will be reviewed by a committee of two(2) Union representatives and two(2) Board representatives.

## ARTICLE 20 -STAFFING PROCEDURES

### 20.01 *Definitions*

Unless otherwise stated in this Collective Agreement, all definitions shall be deemed to be those as outlined in the Education Act. and the regulations made thereunder respectively.

a) ***Unassigned Teacher***

An unassigned teacher is one who is not required to meet the staffing needs of the teacher's school in the next school year or one who has been hired after October 1 of the present school year.

b) ***Full-Time Teacher***

A full-time teacher is a teacher who is employed in a full-time equivalent assignment.

c) ***Part-Time Teacher***

A part-time teacher is one who is employed in less than a full-time equivalent assignment.

d) ***Surplus Teacher***

A surplus teacher is one who has not been assigned a teaching position after the application of the placement meetings.

- e) For the purpose of this article, a teacher is considered fully qualified if the teacher possesses a valid Ontario College of Teachers *Teaching Licence* and a current Ontario College of Teachers *Certificate of Qualification* for the Division in which the vacancy exists and, where necessary, in the special program in which the vacancy exists.

#### 20.02 *step 1*

- a) By the 21<sup>st</sup> of February the Principal of each school shall be provided with the staff allocation for his/her school as generated by the application of the staffing formula. The President of the Union shall be provided with a copy of each school allocation.
- b) All qualified teachers hired after October 1, of the present school year, will be declared unassigned in their school. Teachers will be declared surplus from their schools based on seniority.

#### **Step 2**

- a) An assignment meeting (to be held on May 10<sup>th</sup> or the preceding school day if May 10<sup>th</sup> is *not* a school day) attended by members of the elementary Staffing Committee, will be held to place teachers by seniority for the following reasons:
- increase of time
  - consolidation
  - teachers who have been recommended for Teaches Mobility
  - teachers who wish to transfer
  - teachers who have been declared surplus from their school
- b) A teacher may withdraw a request prior to the assignment meeting, provided that such notice has been received and confirmed by the Human Resources Department at least five (5) school days prior to the assignment meeting.

#### **Step 3**

- a) On or before May 15<sup>th</sup> all teachers will receive notification of teaching assignments from their Principal or Vice-Principal followed by a letter from Human Resources
- b) If a teacher remains surplus following the Assignment Meeting he/she may bump, subject to qualifications and entitlement, the least senior teacher within 40 kilometres of the surplus teacher's home school.
- c) On or before May 20<sup>th</sup>, remaining vacancies will be posted.

#### **Order of Lay-Off**

20.03 Teachers shall be laid off in reverse order of seniority and subject to qualifications. For clarity, layoff may be full or partial.

#### **Individual Notice**

20.04 On or before June 13<sup>th</sup>, every teacher who may be laid off shall be given written notice stating the effective date and the reasons therefore. Such notice shall be given at least one school day in advance of the posting of the list and the President of the Union will be copied with the notice.

#### **Recall**

20.05 A teacher who remains surplus at the end of the staffing process will be placed on the Recall List in order of seniority, 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;
- b) no teacher shall be hired into an assignment, if there are teachers on the recall list that possess the qualifications for such an assignment;
- c) the right to continue to participate in one or more of the benefit plans, in accordance with the terms of such plans provided the teacher on lay-off pays the full premium cost applicable to that teacher.

20.06 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.

- 20.07 A teacher shall be removed from the Recall List on the occurrence of any of the following:
- a) on accepting a position, excluding short or long-term occasional positions with this or another board of education inside or outside the Province of Ontario
  - b) on the request of the teacher
  - c) on refusing recall to a position for which the teacher is qualified and that is within 40 kilometres of the teacher's home school
  - d) on refusing a third recall to a position for which the teacher is qualified and that is in a school greater than 40 kilometres of the teacher's home school
  - e) after two (2) years on the Recall List

20.08 Recall notice shall be sent by registered mail to the last known address of the teacher, it shall be the responsibility of the teacher to advise both the Board and the Union of any change of address.

#### ***Resignation/Retirement***

20.09 Teachers who are intending to resign or retire on or before August 31<sup>st</sup> in any year shall notify the Board in writing not later than April 1<sup>st</sup> of the year in which the resignation or retirement will be effective.

#### ***School Closure/Reconfiguration***

20.10 Matters related to the process to be developed and applied attendant on school closure or consolidation shall be referred to the Elementary Teacher/Board Relations Committee for discussion with a view to producing a mutually agreeable protocol.

### **ARTICLE 21 - GRIEVANCE ARBITRATION PROCEDURE**

21.01 A grievance is a dispute arising from the interpretation, application, administration or alleged violation of one or more provisions of this collective agreement, including a dispute as to whether a matter is arbitrable.

21.02 The only parties to a grievance are the Board and the Union.

21.03 Where reference is made to "days", it shall mean regularly scheduled work days for teachers.

21.04 A grievance involving or relating to a teacher individually or a group of teachers in similar circumstances shall only be processed through the Union.

21.05 Every grievance claim shall be in writing delivered to the other party and shall contain:

- a) a description of the **factual** circumstances alleged to constitute a violation of this agreement
- b) a designation of the specific provisions of this **agreement** allegedly violated;
- c) an indication of the relief sought;
- d) the signature of the **duly** authorized **official** of the Union.

**21.06 Informal Stage**

Prior to submitting a formal grievance claim, a teacher or teachers are expected to have discussed the matter with the school Principal or other immediate supervisor within twenty (20) days of the time when the Teacher should reasonably be expected to be aware of the relevant facts, in an attempt to resolve the matter informally. A teacher shall have the right to have present a representative from the Union. The Principal or Supervisor shall answer the complaint in writing within five (5) days of receipt of the complaint. The right to have a representative from the Union present shall not unduly restrict the Board to deal with emergent personnel matters.

**21.07 Step One**

The Union may file a grievance at Step One within ten (10) days of the informal stage. The grievance shall be filed with the Administrator of Human Resources who may meet with the representative(s) of the Union and the grievor and shall answer the grievance, in writing, within ten (10) days after receipt of the grievance.

**Step Two**

If no settlement is reached at Step One, the Union may within ten (10) days of receipt of the written reply of the Administrator of Human Resources, refer the matter to the Boards Grievance Committee. The Board's Grievance Committee shall meet with the representative(s) of the Union and the grievor. The Board's Grievance Committee shall respond to the Union, in writing, within ten (10) days. If the reply of the Board's Grievance Committee is unacceptable to the Union, it may within ten (10) days of receiving the written reply of the Board, apply for arbitration. If there is no response from the Board once the timelines are over, then, the matter goes immediately to arbitration.

**21.08** Timelines may be extended or waived by mutual agreement in writing.

**21.09** If the parties agree to pursue grievance mediation, timelines are suspended during the mediation process and thereafter re-instated if mediation is unsuccessful.

**21.10** Unless mutually agreed in writing, between the parties, no grievance claim can proceed to arbitration until all stages of the grievance procedure have been completed. Failure to respond to a grievance within the timelines specified shall move the grievance to the next step.

**21.11** Unless mutually agreed otherwise, if the grievance procedure time-line extends past the last school day of the year, then the time-line will be suspended until the fifth (5<sup>th</sup>) school day in the following year.

**21.12** Following notification of the intention to process the grievance to arbitration, the parties to the Collective Agreement shall, within ten (10) days, either mutually select a sole arbitrator or each appoint a nominee.

**21.13** Within a further (10) days, the nominees shall either select a mutually agreed-upon chairperson, or apply to the Labour Relations Board to appoint the chairperson of the Arbitration Board.

**21.14** The sole arbitrator or Arbitration Board shall hear and determine the difference of allegation and shall issue a decision. The decision of the majority is the decision of the



Arbitration Board, but if there is no majority, the decision of the chairperson governs.

- 21.15 The jurisdiction of the sole arbitrator or Arbitration Board shall be limited to the request for remedy of the grievance, the terms of the agreement and the laws pertaining to education in Ontario. The sole arbitrator or Arbitration Board shall not, by his/her or its decision, add to, delete from, modify or otherwise amend the provisions of this collective agreement. The sole arbitrator's or Arbitration Board's decision shall be final and binding upon the parties.
- 21.16 The costs of the sole arbitrator or chairperson of the Arbitration Board, including remuneration and expenses, shall be shared equally by the two parties.
- 21.17 Should the investigation or processing of a grievance require that a teacher(s), grievor(s) and/or grievance officer of the Union be released from his/her duties, such release shall be granted with pay.
- 21.18 If required, occasional teacher(s) shall be employed to cover the absence of any teacher attending the arbitration hearing. In the event that the grievance is not upheld, the Union shall reimburse The Board for the cost of the occasional teacher(s) required,
- 21.19 Documents, communications and records dealing with a grievance involving discipline shall not become part of the personnel file of the grievor if the grievance is upheld in arbitration, or if the Board rescinds the action that led to the grievance.

## ARTICLE 22 - STRIKE OR LOCKOUT

### *Strikes and Lockouts*

No teacher shall be requested or required to perform the duties of any other teacher or employee of Board who is engaged in a strike.

## ARTICLE 23 - UNION REPRESENTATIVES

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

## ARTICLE 24 - CORRESPONDENCE

All correspondence between the Parties arising out of this collective agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

## ARTICLE 25 - PROFESSIONAL DEVELOPMENT

- 25.01 The Board shall establish a Professional Development Fund for its teachers employed in the elementary panel in an annual amount equal to the number of full-time equivalent teachers multiplied by \$150.00.  
Any surplus monies shall be carried forward.
- 25.02 The Professional Development Fund shall be administered by a joint Board/Union Committee with equal representation. The joint Committee shall establish its own terms of reference.

## ARTICLE 26 - DURATION AND RENEWAL

### *Remains in Effect Until Notice Given*

- 26.01 This agreement shall come into force and take effect as of September 1, 2002 and shall remain in effect until August 31, 2004 and thereafter subject to the provisions of the Labour

Relations Act.

- 26.02 There shall be no strike or lockout during the term of this agreement or its continuation in accordance with the Labour Relations Act.
- 26.03 Either party may notify the other within the period of one hundred and eighty (180) days prior to the termination date of the collective agreement that it desires to negotiate a renewal agreement.

## ARTICLE 27 - BENEFITS

### 27.01 *Benefits*

#### 27.01.01

Each teacher covered by this agreement shall participate in mandatory plans and have the right to participate in optional benefit plans currently provided by Sun Life and OTIP:

- basic group life (mandatory);
- optimal group life [optional];
- extended health, including vision care (mandatory unless evidence on file of coverage under a spousal plan);
- dental care (mandatory unless evidence on file of coverage under a spousal plan);
- OTIP long-term disability (mandatory);
- Employee Assistance Plan ( mandatory).

Family coverage shall include the teacher, his/her spouse, dependent children under the age of 21 years or under the age of 25 years while in full-time attendance at a post-secondary institution.

#### 27.01.02

A spouse is defined as a person in a same-sex relationship, a common-law relationship, or in a married relationship.

#### 27.01.03

The Employer shall supply annually to the Bargaining Unit President copies of the group benefit policies as available from the insurance carrier.

#### 27.01.04

At the point of hire and when changes in coverage occur, each teacher shall be provided with an information booklet outlining benefit coverages.

#### 27.01.05

The parties agree that the Union shall have two representatives on a Joint Employee Benefits Committee with representation from Employer employee groups. The committee can recommend changes to the current benefit plans. Any changes to the current plan recommended by the committee is subject to ratification by each employee group.

### 27.02 *Group Life Insurance*

#### 27.02.01

100% of the premium costs of basic group life insurance shall be paid by the teachers.

#### 27.02.02

At his/her own expense, a teacher may purchase optional group life insurance for the

teacher and/or spouse in units of \$20,000 up to \$300,000, with the premiums remitted by the Employer through payroll deduction.

**27.02.03**

Members of the Bargaining Unit shall have the option to either increase or decrease the life insurance coverage for themselves and/or their spouse, with evidence of insurability.

**27.03 *Extended Health Coverage (Vision Care)***

The Employer shall pay 100% of the premium cost for each eligible teacher for an extended health plan.

**27.04 *Dental Care***

The Employer shall pay 100% of the premium costs for each eligible Teacher for a dental care plan. The premium cost shall reflect the ODA schedule of fees as at September 1<sup>st</sup> of each year.

**27.05 *Long Term Disability***

- a) The full premium cost of Long Term Disability shall be the responsibility of the teachers. The Board shall deduct the required premium costs for each teacher by way of payroll deductions and remit the same to the insurance company. For each teacher hired on or after September 1, 1998 and members currently insured under an existing LTD plan, participation in the Long Term Disability Plan shall be compulsory.
- b) Without the prior written approval of the Board, the current waiting period of 120 working days to access LTD benefits shall not be altered.
- c) Subject to notification by OTIP, a teacher who has submitted a letter of Retirement Resignation may opt out of the LTD not more than twelve (12) months before the retirement date. On receipt of confirmation by OTIP, the Board shall not be required to remit any further LTD premiums on behalf of such teacher nor shall the teacher be entitled to access any LTD benefits.

**27.06 *Teachers on Leave of Absence or Lay-off***

An eligible teacher who is on an unpaid leave of absence or on a lay-off subject to recall may continue to participate in the benefit plans applicable to the teacher at the teacher's sole expense. Such teacher shall remit full premium costs monthly in advance to the Employer. Failing such payment, benefit coverage for that teacher shall be cancelled upon fourteen (14) days notice.

**27.07 *EI Rebate***

Effective May 1, 2003, the EI rebate shall be retained by the Board to offset the costs of benefits.

## **ARTICLE 28 - GENERAL CONDITIONS**

**28.01 *Electronic Support System***

During the next 12 months the board will be converting several administrative applications to an electronic format. For the purposes of this agreement, the Board agrees to notify the Union of these changes. The Union shall have electronic access to all documents relevant to the Collective agreement from the Union office.

**28.02 *Criminal Reference Checks***

- a) The Board shall ensure that all records and information (including offence declarations and C.P.I.C. records) obtained pursuant to regulation 521/01 of the Education Act or any other subsequent regulation or law dealing with the same matter are stored in a secure location and in a confidential manner. Access to such records and information shall be limited to the designated Board employees, who are not members of the Local.
- b) The Board shall consult with the Local regarding any changes to the Board's operating procedures with respect to criminal reference checks and any changes the Board makes to the offence declaration form.
- c) The Board shall not release any information about a teacher obtained pursuant to the Regulation 521/01, or any subsequent regulation or law dealing with the same subject matter, except for the purpose of exercising its legal rights or obligations.

**28.03 Attached to the collective agreement are the following appendices :**

- A. Retirement Gratuity Provision of Predecessor Boards
- E. Letter of Understanding concerning Teacher Performance Appraisal
- C. Letter of intent and T2200 form (31 January 2001)
- D. Guidelines for Voluntary Transfers
- E. Guidelines for Leave of Absence
- F. Teacher Mobility Process

**For the Union**

**For the Board**

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President

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Chair

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Vice President

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Director of Education

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Vice President

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Vice President

## Retirement Gratuity Provisions Predecessor Boards

### Leeds and Grenville

#### 12.09 Retirement Gratuity

- A retired member of a Branch Affiliate who has left the employ of the Board and is entitled to immediate pension under the provisions of the Teachers' Pension Plan will receive an allowance for such accumulated sick leave credited to his/her account to a maximum of two hundred (200) days based on the formula:

$$\frac{\text{No. of Sick Leave Credits} \times 50\% \text{ of Salary at Retirement}}{200}$$

All benefits shall be paid in full the year of retirement or over a period of two (2) years by mutual consent.

Notwithstanding the preceding, during the five-year period prior to retirement on pension, the member who, for medical reasons, is unable to continue to teach full time, shall be entitled to a retirement gratuity based on the above formula.

All retirement gratuity benefits shall be paid in full on retirement or as otherwise mutually agreed between the Board and the teacher. in the event of the death of the teacher before retirement or after retirement, but before receiving the full amount of any retirement gratuity benefit owing, the amount outstanding shall be paid to the beneficiary named in the teacher's term life insurance policy with the Board or an alternative beneficiary named in writing by the teacher or, both failing, to the estate of the deceased teacher.

**Article 14.00 - Retirement Gratuity**

14.01 A *Teacher* on the permanent or probationary staff as of August 31, 1978, and continuously thereafter, who ceases to be employed because of age or ill health and is not dismissed for cause, who satisfies the Board that the Teacher will receive an allowance from the Teachers' Pension Plan commencing within one (1) year following such retirement, shall receive as a retirement gratuity an amount calculated according to the following formula:

$$\frac{\text{Accumulated Sick Leave Credit (Maximum 260 days)}}{260} \times \frac{\text{Number of Years' Continuous Service (Maximum 20)}}{20} \times \text{Last Annual Rate}$$

OR

$$\frac{\text{Number of Years' Continuous Service (Maximum 25)}}{100} \times \text{Last Annual Salary Rate}$$

whichever is greater.

14.02 a) A *Teacher* to whom Article 14.01 does not apply, who ceases to be employed because of age or ill health and is not dismissed for cause, and who satisfies the Board that the Teacher will receive an allowance from the Teachers' Pension Plan commencing within one (1) year following such retirement, shall receive as a retirement gratuity an amount calculated according to the following formula:

$$\frac{\text{Accumulated Sick Leave Credit (Maximum 260 days)}}{60} \times \frac{\text{Number of Years' Continuous Service (Maximum 20)}}{20} \times \text{last Annual Salary Rate}$$

However, a retirement gratuity paid under this Article 14.02 shall not exceed the sum of \$10,000 and \$15,000 effective May 1, 2003.

**14.02 b) In principle, the following provisions have been agreed to with the understanding a Management Committee will be established between the parties to establish the framework for its operation and management. "A Teacher to whom Article 14.01 does not apply, has the option of choosing between the retirement gratuity as outlined in Article 14.02 a) or choosing the following retirement gratuity payment schedule. Each Teacher with ten years continuous service with the Board, who elects the retirement gratuity schedule as outlined in Article 14.02 b), shall have placed in a mutually agreed fund, held in trust for the Teacher, the sum of one thousand dollars (\$1,000) per year for a period of six (6) years. The principal and interest which accrues held in trust for the Teacher be payable to the Teacher upon the Teacher's retirement in place of the retirement gratuity outlined in Article 14.02 a). The fund shall be administered by a joint committee composed of members of the Branch Affiliates and the Board, and such resource personnel as required".**

**14.03 Where a Teacher who ceased to be employed under the provisions of the Board's Early Retirement Incentive Plan (Mo.619.0), and is eligible for a reduced allowance under the Teacher's Pension Plan and elects to *defer* the allowance until the termination of the Teacher's participation in the Plan, any retirement gratuity payable under the provisions of Article 14.00 shall be payable notwithstanding the deferral of that allowance. The Teacher shall obtain from the Teacher's Pension Plan Board, written confirmation of the deferral.**

**14.04 Years of Continuous Service shall be defined as consecutive years of employment by this Board or its predecessors and shall include without credit therefor, leave of absence or absences for maternity reasons in accordance with Article 15.00. For the purposes of Article 14.00, the minimum number of years of actual service shall not be less than ten (10).**

**14.05 Special circumstances involving less than three (3) years of interruption of continuous service may be considered by the Board. A Teacher must apply for such special consideration within three (3) months of returning to service with the Board after an interruption. Prior cases shall be considered upon application of the Teacher until August 31, 1987.**

**14.06 In the event of the death of an eligible Teacher prior to retirement, any gratuity calculated as if the Teacher had retired on the *date of* the Teacher's death shall be paid to the Teacher's named beneficiary or estate.**

# **Stormont, Dundas and Glengarry**

## **PART 11 - A System of Sick Leave Gratuities**

### **8. Preamble**

**8.01 Pursuant to Section 158 of The Education Act, a system of sick Leave Credit Gratuities is hereby established as of September 1, 1976.**

**8.02 The class of employee eligible under this System of Sick Leave Credit Gratuities shall be as set out in Section 1:02 herein.**

**8.03 An employee, on September 1, 1976, shall be entitled to an initial credit to his/her sick leave credit gratuities of one hundred percent (100%) of the days showing to his/her credit under the System of Sick Leave Gratuities in effect on August 31, 1976.**

### **9. Retirement Gratuity**

**9.01 a) An employee retiring from the teaching profession for the reason of health or age, or any reason approved by the Board after ten (10) or more years continuous service with The Stormont, Dundas and glengarry County Board of Education, shall be entitled to a retirement gratuity (to a maximum of two hundred (200) days calculated in accordance with the following table:**

<b>Length of Service In Years</b>	<b>Gratuity Percentage Factor</b>
10	30
11	32
12	34
13	36
14	38
15	40
16	42
17	44
18	46
19	48
20 or more	50



b) A gratuity shall be calculated based on the following formula:

$$\frac{\text{Gratuity percentage X Annual Salary X Cumulative Sick Leave Credits (maximum 200)}}{200}$$

- 9.02 For the purpose of Section 9.01, "service" shall include,
- (i) continuous service on the teaching staff of the elementary panel of the Board subsequent to January 1, 1969, provided the employee shall have transferred directly from the elementary panel to the secondary panel without intervening service with another employer, and
  - (ii) service with former school boards, elementary or secondary, in the Stormont, Dundas and Glengarry school division provided the employee was on the teaching staff of one such Board on December 31, 1968, and provided no gratuity had been paid to the employee by the former Board in respect to such service.
- 9.03 In any event, the retirement gratuity shall not exceed an amount equal to one-half (%) the annual salary of the employee at the time of retirement.
- 9.04 For the purpose of Section 9.01 "Age" shall mean:
- (i) sixty-five (65) years of age not later than August 31, next following the date of retirement, or
  - (ii) the age at which a teacher is in receipt of a pension from the Teachers' Superannuation Commission. (The return of contributions to the teacher or the application of the deferred pension provisions of Section 28 of The Teacher's Superannuation Act. shall not be considered "receipt of a pension").
- ... whichever is earlier

#### 10.00 *Benefits Payable to Estate*

- 10.01 In the event of the death of an employee, either before or after retirement, benefits, if any, arising from this plan shall be paid to the estate of the deceased employee.
- 10.02 The gratuity shall be paid in either a lump sum or in any other manner mutually agreed to by the teacher or estate and the hard.

## **PRESCOTT - RUSSELL**

### 10.05 **Severance Allowance** for all teachers hired for employment prior to August 31, 1991

For the purpose of this plan, only those sick leave days accumulated in the employ of the Prescott-Russell County Board of Education or its predecessors shall apply.

The total number of days upon which the gratuity is paid shall not exceed 200.

Upon termination of employment with the Board a gratuity shall be paid on the basis of 1/200 of the final year's salary for each day standing to the credit of the teacher in accordance with the following formula:

5 - 9 years of service	12 1/2% of the days accumulated
10 - 14 years of service	25% of the days accumulated
15 - 19 years of service	37 1/2% of the days accumulated
20 or more years of service	50% of the days accumulated

Upon termination of employment, a teacher may elect to transfer the total number of sick leave days to another Board, in which case no gratuity will be paid.

Upon termination of employment, payment shall be made:

- a) in a lump sum on the date of termination of employment;
- b) in a lump sum after January 1<sup>st</sup> of the year immediately following termination of employment;
- c) a combination of (1) and (2) above as mutually agreed upon between the teacher and the Board.

### 10.06 **Death Benefit Gratuity**

In the event of the death of an employee either before or following retirement, but before receiving the benefits of the accumulated sick leave as provided for in severance Allowance, such benefits shall be paid to his/her estate.

### 10.07 **Retirement Gratuity** for teachers hired for employment after August 31, 1991, will be as follows:

Each teacher will be paid, upon termination of employment by reason of voluntary or involuntary retirement, a sum of money designated as Retirement Gratuity, for the days accumulated with this Board, if he/she complies with both following conditions;

- a) **having five (5) or more years of continual service with the Board on the date of retirement or death;**
- b) **be eligible for a pension from the Teachers' Pension Plan Board on the date of retirement or death.**

**If death puts an end to a teacher's service, the Retirement Gratuity is paid to his/her estate. The amount is established as described in Article 10.10.**

**10.08 Retirement Gratuity are computed as follows:**

- a) **The number of days to the credit of a teacher shall be determined as set forth in The Education Act 1988, Section 158.**
- b) **For the purpose of this agreement, Sick Leave accumulated in the service of another Board will not be considered.**
- c) **Upon retirement, a teacher with 20 years or more of service shall receive a gratuity equal to one day's pay, as determined by his/her gross annual salary effective September 1 prior to his/her date of retirement, for each day of unused sick leave up to one-half the total so accumulated with payment to a maximum of one-half the days in the school year. For fewer years of service, the allowance will decrease, as shown in Article 10.10.**
- d) **The said gratuity as herein provided may be paid in June of the year in which the teacher terminates his/her employment provided notice of the teacher's intent has been given prior to January 1; otherwise, payment will be made in January of the following calendar year. The gratuity may be paid in five yearly payments, commencing with the date of termination of employment, if the Board receives authority for so doing from the teacher, such authority being revocable by the teacher or his/her designated representative at any time.**

**10.09 When a teacher resigns and leaves the employment of the Board and the teaching profession and then is hired by the Board again, as a teacher, such employee is to be regarded as a new teacher for Retirement Gratuity benefits.**

**10.10 Table of amount of Retirement Gratuity payable:**

**20 consecutive years of service or more - 50% of the accumulated sick leave Days to his/her credit to a maximum of 90 days;**

**15 - 19 consecutive years of service or more - 37 1/2% of the accumulated sick leave days to his/her credit to a maximum of 90 days;**

**10 - 14 consecutive years of service or more - 25% of the accumulated sick leave days to his/her credit to a maximum of 50 days;**

**5 - 9 consecutive years of service or more - 12 1/2% of the accumulated sick leave days to his/her credit to a maximum of 30 days.**

- 10.11 These regulations, as revised and set forth above, shall be deemed to be in effect and in force, on and after the first day of September, saving any rights which the teacher may have acquired prior to this date, under and by virtue of The Education Act 1988, Section 158.**

**LETTER OF UNDERSTANDING BETWEEN**

**The Elementary Teacher Federation of Ontario**

**And**

**The Upper Canada District School Board**

**Teacher Performance Appraisal**

**When a teacher receives a performance appraisal summative report which is fated *unsatisfactory*, the Principals or vice-Principal will provide the teacher with a letter from ETFO advising the teacher that they may consult with his/her ETFO representative about such appraisal**

**Signed:**

\_\_\_\_\_  
**Elementary Teachers' Federation of Ontario**

\_\_\_\_\_  
**Upper Canada District School Board**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Date**

**APPENDIX C**

**LETTER OF INTENT**

**BETWEEN**

**THE UPPER CANADA ELEMENTARY TEACHERS' FEDERATION**

**AND**


**THE UPPER CANADA DISTRICT SCHOOL BOARD**

The parties hereto acknowledge and agree that

- (a) the Board plans and controls the teaching programmes, subject to Ministry of Education guidelines;
- (b) the purchase of additional supplies will serve to enhance the teaching programmes; and
- (c) in order to properly fulfill their teaching duties and deliver the best teaching programme, teachers will, in some circumstances, deem it necessary to purchase supplies, for which they are not reimbursed by the Board, and which are consumed directly in the performance of the teachers' duties;
- (d) if a Principal is satisfied that consumable supplies have been purchased by an individual teacher in fulfillment of paragraph (c), the Principal will, on behalf of the Board (as Employer) sign Revenue Canada Form T2200, Declaration of Conditions of Employment.

The parties further acknowledge and agree that the deductibility of any expenses for purposes of income tax falls outside the jurisdiction of the UCDSB and is a matter as between the individual teacher taxpayer and Revenue Canada. The UCDSB does not assume any responsibility or liability for the deductibility of any expenses incurred in the course of a teacher's employment.

Dated this 31<sup>st</sup> day of January 2001

  
\_\_\_\_\_  
Chair of the Board

  
\_\_\_\_\_  
President, ETFO Upper Canada Local

  
\_\_\_\_\_  
Secretary of the Board

  
\_\_\_\_\_  
Vice-President, ETFO Upper Canada Local

  
\_\_\_\_\_  
Vice-President, ETFO Upper Canada Local

  
\_\_\_\_\_  
Vice-President, ETFO Upper Canada Local

### Teachers' T2200 Income Tax Record Form

Name : \_\_\_\_\_

School: \_\_\_\_\_

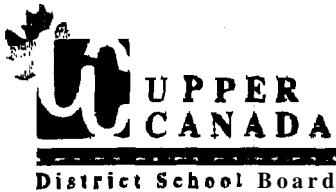
Date: \_\_\_\_\_

<u>Item</u>	<u>Cost</u>	<u>Receipt Attached</u>	<u>Use</u>

Teacher's Signature:  
\_\_\_\_\_

Principal's Signature:  
\_\_\_\_\_

**NB:** Please provide your Principal with a copy of this record form and photocopies of all receipts.



## GUIDELINES FOR VOLUNTARY TRANSFERS

Teachers who wish to apply for a voluntary transfer to another school must complete a *“Voluntary Transfer Request” (HR-VTF-1)* form. These requests will be facilitated during the month of April 2003 in accordance with qualifications and entitlement.

### PARAMETERS OF VOLUNTARY TRANSFERS:

No transfer of probationary teachers or teachers with a performance concern will be considered for a voluntary transfer.

- Vacancies will not be posted. Teachers complete a *“Voluntary Transfer Request” (HR-VTR-1)* form and submit it to Human Resources by February 27, 2003.
- Teachers who request an increase in teaching time on the form may be transferred into a position that is equal to, or greater than, their contractual entitlement.
- A teacher who submits a request for transfer is prepared to willingly accept a transfer to any of the schools indicated on the form.

Human Resources will forward letters to both those successful and those unsuccessful in the transfer process.





## GUIDELINES FOR LEAVES OF ABSENCE

Revised: February 12, 2003

In accordance with the collective agreements, the Upper Canada District School Board has the provision for unpaid leaves of absence. All non-legislated leaves of absence are at the discretion of the director/designate. These leaves should be considered in the following light:

### TERMS OF THE LEAVE:

Leaves will only be considered for teachers who have completed their probationary period with the Board.

Leaves should only be approved in 0.5 and 1.0 of the current employee FTE.

The period of leave will not exceed 1 school year with a possible renewal application for a maximum of one school year.

The leave will coincide with the school year, semester or term.

A suitable replacement will be reasonably available.

- \* The leave is in the interest of the education of students.

The Board should not have any increased costs as a result of the leave.

As a condition of acceptance, employees must agree to continue in employment with the Board for a minimum period of one year following the leave, except in the case of Bridges to Retirement.

Notwithstanding the above criteria, each request for a leave will be examined based on its own merits with the Board primarily considering its needs.

Category	Criteria	Limiting Factor
Educational Leave	Considered if the program is related to the employee's current or reasonably anticipated Board position.	Proof of acceptance into program and successful completion of same.
Leave for Special Assignments	Must be of demonstrable benefit to the Board and provide tangible professional development for the employee.	Not to be granted for the purpose of seeking alternate employment unless there is a direct benefit to the Board, e.g. a leave not to be granted to reach with another board in Ontario.
Extended Leave tied to a Pregnancy/Parental Leave	Considered if the return time is appropriate, e.g. end of semester, end of school year	The length of the leave not to exceed one year.
Bridge to Retirement	May be considered, subject to operational and staffing requirements.	The length of the leave not to exceed one year.

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**TEACHER MOBILITY PROCESS**  
Elementary 2003-2004

**DEFINITION:**

The **Teacher Mobility Process** is an administrative practice designed to provide a professional growth opportunity for teachers in a school different from the one in which a teacher is presently teaching.

The intention of the process is to provide mobility for individual teachers; it is not intended to produce large scale movement of teachers,

**SAMPLE PROFILE OF TEACHERS ELIGIBLE FOR THE PLAN:**

The **Teacher Mobility Process** may apply to a teacher who has successfully taught for a number of years. The teacher may be a person who has been teaching at the same grade or level and/or within the same school for several years and for whom a change of duty would be considered beneficial.

The **Teacher Mobility Process** may also apply to a teacher who is uncomfortable with the present school's mission or who might profit from a different school's philosophy.

The **Teacher Mobility Process** is not designed for a teacher under review. There are other procedures available for such situations.

DATE(S)	PROCESS
Sept. to Jan.	Initial discussion(s) between Principal and teacher who may be considered for Teacher Mobility.
January 6 to February 21, 2003	The Principal discusses with the Regional Superintendent the possibility of Teacher Mobility for the teacher. It is expected that prior to this date, the Principal will have had a number of discussions with the teacher regarding this process.  The Principal meets with the teacher to discuss the reasons for reassignment. A copy of the " <b>Consideration for Teacher Mobility</b> " (HR-CTM-1) form is given to the teacher. Teacher mobility consideration should be filed to the teacher's Supervision for Growth process.
February 27	The Principal completes the " <b>Consideration for Teacher Mobility</b> " (HR-CTM-1) form and submits it to the Regional Superintendent for approval by February 24, 2003 who will then forward it to the Human Resources Officer by February 27, 2003.  The principal provides the teacher with the " <b>Notification of Teacher Mobility</b> " (HR-NTM-1) form and the teacher is asked to complete it and forward it to the Human Resources Officer by February 27, 2003.
May	Following the <b>Finalization of Teacher Assignments</b> in April, teachers are advised of their placement by the Human Resources Department.