

Supervised

SOURCE	TEACHERS PRO		
EFF.	01	09	84
TERM.	31	08	87
NO. OF EMPLOYEES	140		
NOMINE D'EMPLOYE			

WRITTEN COLLECTIVE AGREEMENT

THIS AGREEMENT, dated this *18th* day of *February* 1985

BETWEEN

The East Parry Sound Board of Education
(hereinafter called "the Board")

OF THE FIRST PART

AND

The Teachers employed by the Board who are statutory members of the Federation of Women's Teachers' Associations of Ontario and the Ontario Public School Teachers' Federation
(hereinafter called "The Branch Affiliates")

OF THE SECOND PART

WITNESSES that the Board and the Branch Affiliates agree as follows:

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ARTICLE 1 - G E N E R A L

1.1 PURPOSE

1.1.1 It is the intent and purpose of the parties to this Agreement to set forth all monetary matters, employee benefits and certain other matters agreed to by both parties.

1.2 OPERATION OF THE SCHOOLS

1.2.1 The Board affirms that the schools in its jurisdiction shall be operated and maintained according to its policies and applicable legislation.

1.3 DELEGATION OF RESPONSIBILITY

1.3.1 The parties understand and agree that where reference is made in this Collective Agreement to persons holding positions of responsibility, such reference shall in every case be deemed to include "or his/her delegate".

1.4 RECOGNITION

1.4.1 The Board recognizes the Branch Affiliates as the sole and exclusive Branch Affiliates authorized to negotiate and to participate in the interpretation of this Agreement on behalf of all Elementary Teachers employed by the Board.

1.4.2 The Board recognizes the right of each Branch Affiliate to be represented by its respective affiliate or any duly appointed advisor, counsel, solicitor, or representatives to assist, advise or represent the Branch Affiliates in all matters pertaining to the negotiations and interpretation of this Collective Agreement.

1.4.3 The Branch Affiliates recognize the right of the Board to be represented by the Ontario School Trustees' Council or any duly appointed advisor, counsel, solicitor, or representatives to assist, advise, or represent the Board in all matters pertaining to the negotiations and interpretation of this Collective Agreement.

1.5 BOARD/STAFF RELATIONS COMMITTEE

1.5.1 The parties agree that a Board/Staff Relations Committee shall be re-established as soon as feasible after ratification of this Agreement. This committee shall consist of three teachers and two trustees, all of whom have been involved in the negotiation of this Collective Agreement, with the permissible exception of one of the three teachers and one of the two trustees. In addition, the membership shall include the Superintendent of Academic Affairs. The Community and Staff Relations Officer will act as a permanent resource person for the duration of this agreement. Any decision and subsequent recommendations of this committee shall be arrived at by consensus of the committee members.

ARTICLE 2 - DURATION AND AMENDMENT OF AGREEMENT

- 2.1 This agreement shall come into force and take effect on the first day of September, 1984 and shall remain in force until ~~the 31st day of August, 1985.~~
- 2.2 This agreement may be amended only by the mutual consent of the Board and the Branch Affiliates.

ARTICLE 3 - MANAGEMENT RIGHTS

- 3.1 The Branch Affiliates recognize that within the limitations and qualifications contained in the Agreement, it is the sole and exclusive right of the Board to manage the affairs of the Board. Without limiting the generality of the foregoing, this includes the right to:
- 3.1.1 Hire, transfer, promote;
- 3.1.2.1 Suspend or discharge subject to the terms outlined in the Education Act and Regulations. It is understood that no teacher shall be disciplined or demoted without just and sufficient cause.
- 3.1.2.2 The parties agree that the transfer of principals or vice-principals to smaller schools, or the transfer of principals to vice-principalships shall not be considered demotion
- 3.1.3 Determine, plan and control the nature and the quality of teaching programs and subjects to be taught;
- 3.1.4 Establish the hours of school and the school year and other duties and responsibilities of the Board as are outlined in the Act and Regulations pertaining to Education in the Province of Ontario.
- 3.1.5 Make, enforce and alter from time to time reasonable rules and regulations governing teachers;
- 3.1.6 Plan and control the number of teachers to be employed, the allocation of teachers and the number of students to be allocated to a program and the class size, subject to Article 23.

ARTICLE 4 - DEFINITIONS

- 4.1 Certain definitions which are pertinent to specific articles will be found in those articles. The definitions contained in this Article relate to the entire agreement.
- 4.2 Teacher: A person who holds a valid certificate of qualifications as a teacher in Ontario, who is under contract to the Board and who is a member of one of the Branch Affiliates.
- 4.3 Director: The Director of Education and Secretary of The East Parry Sound Board of Education.

- 4.4 Full-Time Work Schedule: Those duties and responsibilities expected to be performed and discharged by a teacher who is contracted for full-time employment.
- 4.5 surplus Teacher: The least senior teacher for whom no position is available in his/her school.
- 4.6 Redundant teacher: A teacher for whom no position is available within the system because of a change in program or declining enrolment.
- 4.7 Category Placement: Teachers will be placed in the appropriate category as certified by the Qualifications Evaluation Council for Ontario (Q.E.C.O.) Statement 3. No other forms of certification will be acceptable to the Board for Elementary School purposes.
- 4.8 Category Change: When application is made for category change, it shall be the responsibility of the teacher to produce certification documentation that the prospective change is based on courses completed prior to September 1st of the current school year.

Provided that this documentation is received by December 31st in the current school year, or written notification of such expected change is received by December 15th where the documentation cannot, for reasons beyond the teacher's control, be submitted by December 31st, the Board agrees, upon receipt of acceptable documentation, to adjust the teacher's salary retroactive to September 1st in the current school year.

ARTICLE 5 - SALARY SCHEDULE

5.1 Teachers under contract to the Board shall be paid according to this Salary Grid for the period September 1st, through December 31st, 1984.

STEP	D	C	B	A1	A2	A3	A4
0	14179	15742	16744	18847	19045	20893	21498
1	15128	16842	17971	20244	20450	22338	22997
2	16077	17940	19197	21642	21856	23784	24496
3	17027	19039	20424	23039	23263	25336	25996
4	17976	20139	21650	24436	24669	26675	27495
5	19032	21237	22876	25834	26074	28120	28994
6	19874	22336	24103	27231	27481	29566	30492
7	20823	23434	25329	28628	28887	31012	31992
A			26555	30026	30293	32458	33491
9				31423	31698	33903	34990
10				32822	33105	35349	36489
11				34222	34511	36794	37989
12					35917	38240	39487
13						39771	41212

5.2 Teachers under contract to the Board shall be paid according to this Salary Grid for the period January 1st through August 31st, 1985

STEP	D	C	B	AI	A2	A3	A4
0	14598	6207	17239	19404	19608	21511	22134
1	15575	7340	18502	20843	21055	22999	23677
2	16552	8470	19765	22282	22502	24487	25220
3	17530	9602	21028	23720	23951	26085	26765
4	18508	20735	22290	25159	25398	27464	28308
5	19595	21865	23552	26598	26845	28952	29851
6	20462	22996	24816	28036	28294	30440	31394
7	21439	24127	26078	29475	29741	31929	32938
8			27340	30914	31189	33418	34481
9				32352	32635	34906	36025
10				33793	34084	36394	37568
11				35234	35531	37882	39112
12					36979	39371	40655
13						40947	42431

ARTICLE 6 - ADDITIONAL COMPENSATION

6.1 COMPENSATION FOR POSITIONS OF ADDED RESPONSIBILITY

6.1.1 Positions of added responsibility will include the following: Principal, vice-principal, consultant (including but not limited to music consultant, and project leader (program)) and Co-ordinator or other positions as determined by the Board.

6.1.2 Teachers occupying positions of added responsibility shall be paid according to their placement on the current salary grid **plus** the applicable allowance.

6.2.0 ALLOWANCES

- 6.2.1 Principal: 12% of Category A-4 Maximum plus \$250.00 per each full-time equivalent teacher.
- 6.2.2 Vice-principal: 7% of Category A-4 Maximum
- 6.2.3 Consultant: 7% of Category A-4 Maximum
- 6.2.4 Co-ordinator Grades K-13: 21% of Category A-4 Maximum
- 6.2.5 Co-ordinator Grades 7-13: 14% of Category A-4 Maximum

6.3.0 EXTRA DEGREES

6.3.1 An allowance for extra, post-graduate degrees will be paid according to the following schedule, provided that such post-graduate degrees have not been used as a condition for grid placement:

6.3.2 Masters \$650. extra
Bachelor of Education: \$175. extra

6.4.0 TWINNED SCHOOL ALLOWANCE

6.4.1 Principals of twinned schools will receive an additional allowance of \$700.

6.5.0 TRANSFER OF PRINCIPALS and VICE- PRINCIPALS

6.5.1 Principals, and Vice-Principals who are transferred to schools or positions where the total compensation package will be lower than at the previous position, shall continue at the higher compensation figure for one year. Beginning in September of the following year, that salary shall be red-circled until the agreed-upon compensation package for the newly-assumed position becomes equal to or surpasses that for the former position. From that time on, the principal's or vice-principal's compensation package shall be paid as agreed upon in the current agreement.

ARTICLE 7 - SCHEDULE OF PAYMENTS

7.1 Annual salaries will be paid according to the following schedule of installments.

September (Friday following the first teaching day)	4%
September 15th	4%
September 30th	4%
October 15th	4%
October 30th	4%
November 15th	4%
November 30th	4%
December 6th	4%
December 15th	4%
December 30th	4%
January 15th	4%
January 30th	4%
February 15th	4%
February 28th	4%
March 15th	4%
March 30th	4%
April 15th	4%
April 30th	4%
May 15th	4%
May 30th	4%
June 15th	4%
June (last teaching day)	16%

- 7.2 In any event, should the dates stated in 7.1 fall on a weekend or a statutory holiday, salary will be paid on the preceding school day.
- 7.3 With the first regular pay, a statement will be provided indicating the scale of deductions, the method of calculating the annual salary, and appropriate explanations of any calculations which may be made because of any restrictive legislation.

ARTICLE 8 - EMPLOYEE BENEFITS

- 8.1.0 Dependents
Unless specifically otherwise defined in each applicable policy or plan, "dependents" include the following:
- 8.1.1 Legal Spouse
- 8.1.2 Common-law spouse (i.e. living together and representing each other as husband and wife for a period of at least one year prior to the effective date of this collective agreement.)
- 8.1.3 Unmarried, natural children, step-children or adopted children either
- a) under the age of 21 and not engaging in any occupation for remuneration or profit on a full-time basis, or
 - b) under the age of 25 if a full-time student enrolled at an accredited school, college or university, except for OHIP coverage which stops at age twenty-one (21).
- 8.2.0 ELIGIBILITY
- 8.2.1 Members of the Branch Affiliates who perform duties and discharge responsibilities for fifty percent or more of a full-time work schedule and their dependents shall be eligible to participate in the employee benefits described herein.
- 8.3.0 BENEFITS
The Board is a provider of premiums, not an insurer. Any benefits accruing from the terms of this collective agreement shall be in accordance with the terms of any contracts with insurance companies. The Board agrees to pay 100% of the premiums for the following benefits:
- 8.3.1 Ontario Health Insurance Plan (OHIP) including dependents to age 21
- 8.3.2 Group Life Insurance equivalent to Crown Life Policy #44947

- 8.3.3 Supplementary Hospital Expense Insurance, and Extended Health Care, and prescription Drug Expense, and Optical Expenses Insurance equivalent to Dominion Life Assurance Co. Policy #G-8550.
- 8.3.4 Dental Care equivalent to Mutual Life Insurance Co. Policy #GD16326, which specifies 1980 ODA rates
- 8.3.5 Long Term Disability Insurance equivalent to Mutual Life Insurance Company Policy #16326-L or equivalent.
- 8.4.0 The Board further agrees to permit participation in the plans described herein by members of the Branch Affiliates who perform duties and discharge responsibilities for less than 50% of a full time work schedule, or who are absent on Pregnancy Leave provided that such members agree to pay part of the appropriate cost based on the following formula:

$$T = (50 - P), \text{ where}$$

T = % share to be paid by the Teacher, and

P = the percentage of the school year for which the teacher has performed duties and discharged responsibilities.

- 8.4.1 Such participation shall be permitted except where it is not provided for in specific contracts between the Board and the providers of the plans described herein.

8.5.0 OPTIONAL ADDITIONAL LIFE INSURANCE

- 8.5.1 The parties agree that teachers may purchase at their cost optional additional Life Insurance Coverage according to the terms and conditions set out by Crown Life Policy #44937 or its equivalent.

ARTICLE 9 - SICK LEAVE

- 9.1 Subject to a total accumulation of 250 days, a teacher shall accumulate Sick Leave Credits for each full year of service with the Board according to the following formula:

$$n = 20 - (\text{number of days lost during the year})$$

(where "n" = credits to be accumulated)

- 9.2 Teachers teaching less than a full-time work schedule shall receive a yearly allotment of sick leave days in proportion. Such teachers shall accumulate unused days using the following formula:

$$n = X - (\text{number of sick leave credits lost during the year})$$

(where "n" = credits to be accumulated, and
"X" = pro-rated number of statutory days)

9.3 SALARY DURING ABSENCE

All payments to employees under this plan will be calculated on the basis of the employee's current annual salary.

9.4 CALCULATION OF CUMULATIVE SICK LEAVE

9.4.1.0 Cumulative sick leave shall be calculated annually as of June 30. A teacher absent due to illness will be entitled to be paid for the current year as follows:

9.4.1.1 Amount of Statutory Sick Leave for the current school year

9.4.1.2 The accumulated Sick Leave Credits as of September 1st of the current school year.

9.4.2 If an absence extends beyond the current school year, the credits remaining at the end of the school year will be payable in the following school year and will cease when the credits expire, or the teacher returns to work

9.5.0 MAINTENANCE OF RECORDS

9.5.1 The Board shall keep a register or registers in which shall be entered the credits or deductions of each teacher. The Board shall report to each teacher his or her credits in the Cumulative Sick Leave Plan on the same day as the first pay in September. This report will be as of June 30th, the preceding school year. The Board agrees however, in the event that a teacher transfers to another Board, to make this report available as soon as possible after June 30th.

ARTICLE 10 - RETIREMENT GRATUITY

10.1 Upon retirement for superannuation, a teacher who has been in the employ of The East Parry Sound Board of Education for a minimum of 10 years, will be eligible for a retirement allowance according to applicable legislation.

10.2 This allowance will be paid by April 30th of the year following retirement.

10.3 The number of days accumulated sick leave shall be the credits accrued by the Board, its predecessors, or as transferred from other Boards.

10.4 Years of service shall be those recognized as service credits with the Ontario Teacher Superannuation Commission.

10.5 The formula to calculate the amount of the allowance shall be as follows:

$$\frac{\text{Years of Service to a Maximum of 20}}{20} \times \frac{\text{Accumulated Sick Days to a Maximum of 200}}{200} \times \frac{\text{Last Annual Salary}}{2}$$

ARTICLE 11 - SHORT TERM LEAVES

11.1 The Board will grant leaves of absence subject to stated limitations in accordance with the following schedules. Written applications will be acceptable within 24 hours after the resumption of duties, should prior notification be impractical. The teacher agrees to notify, in the case of an emergency, the principal or his designate prior to taking the leave of absence.

11.2.0 WITHOUT LOSS OF PAY OR SICK LEAVE CREDITS

	<u>Reason</u>	<u>Duration</u>	<u>Authorization</u>
11.2.1	Death of spouse, parent, guardian, child, brother, sister, mother-or father-in-law, grandparent, grandchild	Three days	Principal
11.2.2	Death of son- daughter- brother- sister-in-law,	Two days	Principal
11.2.3	Other relative or close friend	One day	Principal
11.2.4	Serious illness of family described in 11.2.1	One day	Principal
11.2.5	Educational examination	Up to one day depending on time and place	Principal
11.2.6	Graduation beyond secondary school of self, spouse, child, parent, grandchild	Up to one day depending on time and place	Principal
11.2.7	Quarantine	Period certified by Medical Officer of Health	Principal
11.2.8	Compassionate leave in special circumstances	Up to five days	Principal & Sr. Admin.
11.2.9	Jury duty or court appearances if summoned as a witness and not as a party to the action. Court fees received by employee to be remitted to the Board.	Period required by Court	Principal

	<u>Reason</u>	<u>Duration</u>	<u>Authorization</u>
11.2.10	Conduct of business affairs between the local federations and the district or provincial offices of the federations by the presidents of the local federations or their delegates. It is agreed that members of the local federations whose teaching schedules permit, shall supervise classes or perform duties normally the responsibility of the absent representative of the local federations. Failing that, the cost of providing supply teachers shall be borne by the local federations.	Up to ten days per school year in total	Sr. Admin.
11.3.0	<u>WITHOUT LOSS OF PAY; WITH LOSS OF SICK LEAVE CREDITS</u>		
11.3.1	Absence from work because of road or weather conditions unless classes are suspended according to Board Policy #D-23, effective 23 November 1981.	Period involved	Principal
11.3.2	Attendance at court as a party to an action provided that any payment received from the Court as compensation for time is remitted to the Board,	Period required by the Court	Principal & Senior Administration
11.3.3	Absence from work for medical or dental treatment or diagnostic procedures for teachers or dependents where reasonable effort was made to schedule such appointments outside school hours and where other arrangements cannot be reasonably made.	Period involved	Principal
11.4.0	<u>WITH LOSS OF PAY</u>		
11.4.1	Unusual circumstances not addressed elsewhere in this article	Time involved	Principal and Senior Administration.

ARTICLE 12 - PARENTAL LEAVE

12.1.0 PREGNANCY LEAVE

12.1.1 Pregnancy Leave will be granted pursuant to the Employment Standards Act (R.S.O. 1980) Chapter 137 Part XI.

12.1.2 **Any** extension of such maternity leave as referred to in 12.1.1 shall be applied for under Article 14 of this Collective Agreement and will be granted by the appropriate Supervisory Officer in accordance with the provisions of Article 14 waiving stated application dates if necessary.

12.1.3 A teacher shall notify the appropriate Supervisory Officer of her pregnancy and the anticipated date of delivery not less than three months prior to the anticipated date of delivery and shall determine, as soon as is practical, the date of commencement and termination of leave.

12.1.4 The teacher shall be paid that percentage of her full salary appropriate to the portion of the full year for which she performed her duties and discharged her responsibilities.

12.1.5 Credit for time taken during a statutory pregnancy leave shall be granted for seniority and experience for increment purposes.

12.1.6 Any teacher returning from a pregnancy leave of 17 weeks or less, will be reassigned to the school position from which the teacher went on pregnancy leave.

12.2.0 ADOPTION LEAVE

12.2.1 Notice of intent to adopt shall be filed with the Senior Administration if the teacher intends to take a leave of absence without remuneration. Such notice shall be filed by April 1st should the proposed leave be expected during the period September 1st to December 31st, or by October 1st should the proposed leave be expected during the period January 1st to August 31st.

12.2.2 The leave for adoption shall follow the terms and conditions outlined in Article 14 in this Collective Agreement, excepting that it shall be understood that it may become necessary for the teacher to commence leave immediately the adoptive child becomes available.

ARTICLE 13 - EDUCATIONAL LEAVE

13.0 EDUCATIONAL LEAVE

13.1 The Board agrees to provide Educational Leave to members of the Branch Affiliate subject to the terms, conditions and limitations described herein. The purpose of this plan shall be to offer Teachers an opportunity ~~for~~ enrichment, post-graduate courses, or for courses which are not for the exclusive purpose of upgrading a teacher's salary classification, for attending such courses as are offered at the Institute for Child Studies or the Ontario Institute ~~for~~ Studies in Education as well as those courses normally offered at a University or College.

13.2 ELIGIBILITY

Any teacher who has taught for the Board for at least five years, and who is not within five years of retirement date is eligible to apply for educational leave.

13.3 AVAILABILITY

Educational Leave of up to 12 months per two year period shall be granted by the Board. For purposes of this Agreement, the current two year period shall be deemed to begin September 1st, 1984 and conclude August 31st, 1986. Applicants must meet selection criteria, and the application must be approved by the Board according to the terms of Article 13.4, 13.5 and 13.6.

13.4 SELECTION CRITERIA

13.4.1 The Board shall establish a process for examining the proposal of each applicant for educational leave and shall assess each proposal in general terms and with specific reference to:

- value of the proposal to the system in subsequent years;
- applicant's years of employment with the Board, and total experience;
- professional value of the proposal to the applicant's improved expertise;
- quality of applicant's teaching performance;

13.4.2 All other factors being equal, the date of receipt of application will **also** be taken into consideration.

13.5 Notwithstanding the above, the Board reserves the right to make the final selection or to make no selection and that decision of the Board shall be final.

13.6.0 APPLICATION AND APPROVAL

13.6.1 Written applications for educational leave must be received by Senior Administration by January 15th in order to be eligible for possible leave for the following school year. These applications, accompanied by a report from Senior Administration shall be considered by the Board. Following the Board decision, all candidates will receive a written response by March 15th. Unsuccessful applicants may request an interview with Senior Administration to discuss reasons for rejection of their application.

13.7.0 TERMS AND CONDITIONS

13.7.1 A teacher granted educational leave agrees to return to the Board's service for a period of not less than three years in the case of a seven to ten month educational leave, two years in the case of a four to six month educational leave, or one year in the case of a one to three month educational leave.

13.7.2 Should the teacher voluntarily leave the employ of the Board at an earlier date than that specified in 13.7.1, the monies advanced by the Board shall be repaid as follows: twenty percent of the salary received during the leave for each year fewer than the required years that the teacher does not remain in the employ of the Board as specified in 13.7.1.

13.7.3 A teacher shall, within twenty (20) school days of return to service after an educational leave, submit a copy of a written report to the Board describing his or her leave and shall be available for a personal report should the Board require such.

13.7.4 The applicant accepts the responsibility of conducting follow-up activities which will allow the system to benefit from his or her educational leave.

13.8.0 SALARY AND BENEFITS

13.8.1 A teacher on educational leave shall receive the following benefits :

13.8.1.1 75% of the current yearly salary including responsibility allowances.

13.8.1.2 Continuous seniority rights during the leave, guaranteeing the right of re-employment after completion of the educational leave, if possible in the same or a similar position.

13.8.1.3 The Board agrees to pay for its share of employee benefits provided that the number of months of leave plus the time spent performing duties and discharging responsibilities equals at least fifty percent of a full time work schedule.

- 13.9.0 The year on educational leave shall not count for either experience or increment.
- 13.10.0 It is understood and agreed that no sick leave credits will accumulate during any time spent on educational leave nor shall any be lost.

ARTICLE 14 - PLANNED LEAVE WITHOUT REMUNERATION

14.0 DEFINITION

A leave of absence proposed by the teacher for which no salary shall be paid.

14.1 APPLICATION

Application to take a leave without remuneration effective September 1st shall be submitted by May 1st to the Principal who shall submit it with recommendations to the Senior Administration who shall in turn make recommendations to the Board. Applicants shall be notified by May 20th. If a teacher wishes leave to be effective January 1st, they shall apply by November 1st and shall be notified of the Board's decision by November 20th.

14.2 LENGTH OF AGREEMENT

The length of agreement for a teacher under this plan shall be for a period of up to one (1) school year. The Board may, upon written request by the teacher, approve up to a second year subject to the conditions set out in 14.1.

14.3 SALARY AND BENEFITS

No salary shall be paid for the term of the leave. The Board shall continue to provide employee benefits less long term disability during the term of this leave provided that the teacher agrees to pay to the Board the appropriate costs.

14.4 SICK LEAVE CREDITS

Sick leave credits existing prior to entering into an agreement under this plan shall be maintained, No credits for sick leave shall be granted while teacher is on leave without remuneration,

14.5 SENIORITY CREDITS

Credit for time on leave without remuneration shall be granted for seniority purposes.

14.6 INCREMENT

No experience credit for increment purposes shall be granted to a teacher who is on leave without remuneration,

14.7 CALCULATION FOR RETIREMENT GRATUITY

Time spent on leave without remuneration shall not be included in any calculation for retirement gratuity, however, such leave shall not be considered a break in continuous service for such gratuity.

ARTICLE 15 - TEACHER - FUNDED LEAVE

15.0 DEFINITION

A leave of absence financed by the participant through salary held back during the pre-leave period. Financial arrangements shall be proposed by the applicant and approved by an administering committee.

15.1 APPLICATION

Application on the prescribed form, shall be made by May 1st to the Senior Administration which shall refer it to the Administering Committee (Article 15.8) for recommendations to the Board. Applicant's shall be notified by May 20th of the Board's decision.

15.2 TERMS AND CONDITIONS

The terms and conditions of the Teacher-Funded Leave Agreement shall be proposed by the teacher and screened by the administering committee which shall then provide a recommendation to the Director of Education. Final approval of the agreement shall rest with the Board. In any case, the length of term of the agreement shall not exceed five years.

15.3 SALARY AND BENEFITS

15.3.1 The method of salary hold-back and subsequent payment shall be proposed by the applicant and approved in principle by the administering committee. Monies held back shall be held in a trust account in the name of the employee by the Board.

15.3.2 The Board shall continue to pay the full cost of its share of the employee benefit package during the period of leave, subject to the terms and conditions of Article 8.4.1.

15.3.3 Prior to commencement of the agreement, the teacher shall indicate which of the two options he/she wishes to pursue with respect to compliance with the Teachers' Superannuation Act. The Board agrees to facilitate compliance with either of the two available options.

15.3.4 An applicant may withdraw prior to leave taking place upon payment of an administration cost of \$25.00 to the Board.

15.4 SICK LEAVE CREDITS

Sick leave credits existing prior to entering into any agreement respecting a teacher-funded leave shall be maintained. No credits for sick leave shall be granted while participant is on leave.

15.5 SENIORITY CREDITS

Credit for time on leave shall be granted for seniority purposes.

15.6 INCREMENT

No experience credit for increment purposes shall be granted to a teacher who is on leave.

15.7 CALCULATION FOR RETIREMENT GRATUITY

Time spent on leave shall not be included in any calculation for retirement gratuity, however, such leave shall not be considered a break in continuous service for such gratuity.

15.8 ADMINISTERING COMMITTEE

- 15.8.1 This plan shall be administered by a committee consisting of: two representatives from the Branch Affiliates, two supervisory officers of the Board and two trustees of the Board.
- 15.8.2 The Administering Committee shall screen all applications and make recommendations to the Secretary of the Board indicating that it considers either the individual scheme should be approved or else that it has no recommendation.
- 15.8.3 In screening applications, the Administering Committee shall consider the needs of the applicant's school, the number of teachers expected to be on leave under this plan in the year a leave is requested, and any other factors it considers relevant.
- 15.9 The Board, at the request of the Branch Affiliates agrees to cooperate in providing clerical and administrative services to facilitate the administration of any teacher-funded leave plan agreed to, but accepts no liability whatsoever arising from the performance of such services or the implementation of this plan, and the Branch Affiliates will indemnify and hold harmless the Board from all and every claim, demand, action or cause of action whatsoever arising from the performance of such services or the implementation of this plan.
- 15.9.1 The Board assumes no responsibility for any consequences arising out of the implementation of the plan related to its effect on teachers' superannuation provisions, income tax implications, unemployment insurance and the Canada Pension Plan.

ARTICLE 16 - ALTERNATIVE STAFFING PLANS

- 16.01 The Board and the Branch Affiliates agree that the plans described in this Article shall be available subject to the terms and conditions set out below. An information brochure respecting these Alternative Staffing Plans shall be available from the Board and from the Branch Affiliate.
- 16.02 An agreement on the prescribed form shall be entered into by the Board and the applicant prior to the commencement of any leave plan. No agreement made under any of the terms of these plans shall contain any provision which is in conflict with any other terms of this Collective Agreement or any relevant legislation governing teachers in this Province.
- 16.03 The Board shall consider each application for leave under these Alternative Staffing Plans. Applications for any of these plans shall be submitted by May 1st if the plan is to be effective September 1st. Applicants shall be notified of the Board's decision by May 20th. If a plan is to be effective January 1st applications shall be submitted by November 1st and the applicant shall be notified of the Board's decision by November 20th.

16.04 Upon return from a leave under any of these leave plans, a teacher shall return to the position formerly held in the same school (including position of responsibility, if applicable). If the position no longer exists, the teacher shall be placed in another position subject to the terms of the Agreement. If the school no longer exists, the teacher shall be placed in another position subject to the terms of the Agreement.

16.1 PART TIME TEACHING PLAN

16.1.1 DEFINITION

Employment in a position in which the teacher performs duties and discharges responsibilities for less than a full-time work schedule where a job sharing agreement has not been entered into.

16.1.2 APPLICATION

Applications shall be submitted to the principal who shall submit them with a recommendation to Senior Administration which shall, in turn, make recommendations to the Board.

16.1.3 TERMS AND CONDITIONS

The terms and conditions of the part time teaching agreement shall be mutually agreed upon by the Board and the teacher. A copy of the agreement shall be filed with the Secretaries of the Branch Affiliates.

16.1.4 SALARY AND BENEFITS

The teacher shall be paid that percentage of his or her salary appropriate to the portion of the full year for which the teacher has performed duties and discharged his/her responsibilities.

16.1.4.1 The Board agrees to pay 100 percent of the cost of the employee benefit package provided that the teacher performs duties and discharges responsibilities for 50 percent or more of a full-time work schedule.

16.1.4.2 Where the teacher teaches less than 50 percent of a full-time work schedule, cost of the employee benefit package less long term disability shall be shared by the Board and the teacher participant, subject to the provisions of Article 8.4.1. The teacher's share shall be determined by the following formula:

$$\text{Teacher's \% Share} = 50 - (\% \text{ of a full-time work schedule})$$

16.1.5 SICK LEAVE CREDITS

Sick leave credits existing prior to entering into this plan shall be maintained. Use or accumulation of sick leave credits granted for the current school year shall be prorated according to the percentage of a full time work schedule for which the teacher has performed duty and discharged responsibility.

16.1.6 SENIORITY CREDITS

If the teacher teaches for 50 percent or more of a full time work schedule, one year's seniority shall be granted. If the teacher teaches for less than 50 percent of a full time work schedule, credit for seniority shall be prorated accordingly.

16.1.7 INCREMENT

If the teacher is paid for 50 percent or more of a full time work schedule, one year's experience shall be granted for increment purposes. If the teacher is paid for less than 50 percent of a full time work schedule, the experience allowance shall be prorated accordingly, and the increment shall reflect the prorating.

16.1.8 CALCULATION FOR RETIREMENT GRATUIT

The formula for this calculation shall be that found in Article 10 of the agreement.

16.2 JOB SHARING PLAN

16.2.1 DEFINITION

The sharing of one teaching position by two or more teachers.

16.2.2 APPLICATION

Application to make or renew a Job-Sharing Agreement shall be submitted to the Principal who shall submit it with recommendations to the Senior Administration which shall, in turn, make recommendations to the Board.

16.2.3 TERMS AND CONDITIONS

The terms and conditions of the agreement for Job-Sharing shall be mutually agreed upon by the Board and the applicant. The applicants agree not to return to full-time teaching during the term of a job-sharing agreement unless a vacancy occurs. A copy of the job-sharing agreement shall be filed by the teacher with the Secretaries of the Branch Affiliates.

16.2.4 SALARY AND BENEFITS

The teacher shall be paid that percentage of his or her salary appropriate to the portion of the full year for which the teacher has performed duties and discharged responsibilities.

16.2.4.1 The Board agrees to pay 100 percent of the cost of the employee benefit package provided that the teacher performs duties and discharges responsibilities for 50 percent or more of the school year.

16.2.4.2 Where the teacher teaches less than 50 percent of a full-time work schedule, cost of the employee benefit package less long term disability shall be shared by the Board and the teacher participant. The teacher's share shall be determined by the following formula:

Teacher's Percentage Share = 50 - (% of a full-time work schedule taught)

16.2.5 SICK LEAVE CREDITS

Sick leave credits existing prior to entering into this plan shall be maintained. Use or accumulation of sick leave credits granted for the school year in which a job is shared shall be prorated according to the percentage of a full time work schedule for which the teacher has performed duty and discharged responsibility.

16.2.6 SENIORITY CREDITS

If the teacher teaches for 50 percent or more of a full-time work schedule, one year's seniority shall be granted. If the teacher teaches for less than 50 percent of a full-time work schedule, credit for seniority shall be prorated accordingly.

16.2.7 INCREMENT

If the teacher is paid for 50 percent or more of a full-time work schedule, one year's experience shall be granted for increment purposes. If the teacher is paid for less than 50 percent of a full-time work schedule, the experience allowance shall be prorated accordingly, and the increment shall reflect the prorating.

16.2.8 RETIREMENT GRATUITY

The formula for these calculations shall be that found in Article 10 of the Agreement.

16.3.0 SECONDMENT

16.3.1 DEFINITIONS

The appropriation of an employee by the system or an outside agency to a position usually for a specific time period for which that employee's talents or expertise are particularly desirable and useful, or for development of that employee's potential usefulness by a program of systematic management training.

16.3.2 APPLICATION

Application shall be made following the job posting and following consultation with the appropriate Supervisory Officer.

16.3.3 TERMS AND CONDITIONS

The length of term of the agreement shall be mutually agreed upon subject to the appropriate job description or to the needs of the outside agency.

16.3.4 SALARY AND BENEFITS

The seconded employee shall be paid according to the terms of the Collective Agreement unless otherwise mutually agreed upon.

16.3.5 SICK LEAVE CREDITS

Sick leave credits existing prior to entering into a secondment shall be maintained. Use or accumulation during the secondment shall continue according to the terms of the Collective Agreement.

16.3.6 SENIORITY CREDITS

Credit for time on secondment shall be granted for seniority purposes.

16.3.7 INCREMENT

Years of experience for increment purposes shall continue according to the terms of the Collective Agreement.

16.3.8 CALCULATION FOR RETIREMENT GRATUITY

Year of experience for calculation of retirement gratuity while on secondment shall be credited according to the terms of the Collective Agreement.

16.4.0 EXCHANGE PLAN

16.4.1 DEFINITION

A temporary trading of positions, one teacher with another.

16.4.2 APPLICATION

Application to take part in an exchange shall be co-operatively submitted to the Principal(s) involved by both applicants. The Principal(s) shall, in turn, submit the application with recommendations to the Senior Administration which shall, in turn, make recommendations to the Board.

16.4.3 TERMS AND CONDITIONS

The terms and conditions of an exchange agreement shall be mutually agreed upon by the applicants and the Board and a copy of the agreement shall be filed with the Secretaries of the Branch Affiliates.

16.4.4.1 SALARY AND BENEFITS

Prior to application under this plan, teachers shall be paid according to their existing collective agreements.

16.4.4.2 All teachers shall be paid according to the Collective Agreement they are governed by under this plan unless otherwise mutually agreed upon by the applicants and the Board.

16.4.5 SICK LEAVE CREDITS

Sick leave credits existing prior to entering into any exchange agreement shall be maintained. Use or accumulation of sick leave credits while on exchange shall continue according to the terms of the Collective Agreement by which the teacher is governed.

16.4.6 SENIORITY CREDITS

Credits for time on exchange shall be granted for seniority purposes under the terms of the agreement by which the teacher is governed.

16.4.7 INCREMENT

Years of experience for increment purposes shall continue according to the terms of the Collective Agreement.

16.4.8 CALCULATIONS FOR RETIREMENT GRATUITY

Years of experience for calculation of retirement gratuity while on exchange shall be credited according to the terms of the Collective Agreement by which the teacher is governed.

ARTICLE 17 - SENIORITY LISTS

17.0 FORMATION OF SENIORITY LISTS

17.1 The parties agree that the "A" and "B" seniority list currently in circulation shall continue to be updated only to reflect retirements and resignations or other changes,

17.2 Teachers commencing employment in the elementary panel on September 1st, 1984 and thereafter, shall be placed on the existing "C" Seniority List according to the following regulations :

17.2.1 Teachers will be placed on the "C" list as stipulated in 17.2 by assigning one seniority credit for each full year of contracted teaching experience in East Parry Sound Elementary Panel. A seniority credit may be prorated to reflect part time experience with the East Parry Sound Elementary Panel.

17.2.2 In the case of a tie the following procedure shall be used to break the tie:

- 1) qualifications
- 2) date of employment
- 3) date of acceptance of position
- 4) outside experience

17.3 The Senior Administration will revise all the lists to reflect resignations, retirements or other changes to the "A" and "B" list and all changes to the "C" list, effective as of August 31st of the previous school year. Copies of the revised lists shall be distributed to each school by February 15th for subsequent distribution to each member of the Branch Affiliates.

17.4 Teachers on all lists shall continue to accumulate one seniority credit for each year spent on a full time work schedule unless otherwise stipulated under the terms of this collective agreement.

ARTICLE 18 - SURPLUS, TRANSFER AND REDUNDANCY

18.1 When reduction of teaching staff is necessary because redundancy occurs, reductions will be made on the following basis and in the following order:

- A - normal attrition,
- B - teachers under probationary contracts,
- C - teachers under permanent contracts

18.1.1 Teachers under permanent contracts will be declared redundant as follows:

18.1.1.1 Least seniority on the "C" list
Next least seniority on the "C" list, and so on.

18.1.1.2 If all teachers on the "C" list are declared redundant, then the least senior teacher on the "B" list will be declared redundant next, the next least "B" list teacher follows, and so on.

18.1.1.3 If all teachers on the "B" list are declared redundant, then the least senior teacher on the "A" list will be declared redundant next, the next least "A" teacher follows, and so on.

18.2 SURPLUS AND TRANSFER

- 18.2.1 The Senior Administration, in consultation with each principal, shall determine the staffing needs of each school by February 28th, and, in the process, determine the total staffing needs of the system, subject to the terms and conditions of Article 23.
- 18.2.2 The Director shall make his Staffing Report to the Board at the first Board meeting in March. Within five days following this meeting, all known vacancies shall be advertised throughout the system. All vacancies shall be open to all contracted staff. Subsequent vacancies shall be advertised as they become known. Principals, in consultation with the Senior Administration, will fill the vacancies.
- 18.2.3 In schools where a surplus situation exists, teachers will be declared potentially surplus as follows. The teacher in that school who is lowest on the system seniority list shall be identified as potentially surplus to the school by the principal. If that teacher's position requires a special certificate and no other teacher in the school is qualified, then the first-mentioned teacher will not be declared potentially surplus and the teacher in the school who is next highest on the system seniority list shall be identified as potentially surplus. This process will continue until the required number of potentially surplus teachers has been identified by the principal.
- 18.2.4 It is understood and agreed that, for purposes of this article, each school building will be treated separately in declaring surplus positions. It is further agreed that teachers of Special Needs Classes, Gifted Classes, L.D. Classes and behavioural classes are not considered part of the school staff for purposes of declaring teachers surplus.
- 18.2.5 On the first teaching day in May, all teachers still potentially surplus shall be notified by their principal that they are surplus.
- 18.2.6 If, through resignations, transfers, leaves, or, for any other reason, the number of (potentially) surplus teachers in a school decreases, the principal shall immediately notify the most senior (potentially) surplus teacher(s) that he/she is no longer potentially surplus.
- 18.2.7 On May 15, teachers who are identified as surplus shall be offered, in order of seniority, vacancies still existing in the system and positions held by potentially redundant teachers. If a surplus teacher fails to accept a transfer to such a position, that teacher shall be declared potentially redundant in place of the potentially redundant teacher with the greatest seniority.

18.3 REDUNDANCY

- 18.3.1 The Director shall determine the number of potentially redundant teachers and shall report this number to the Board at the first Board meeting in April.
- 18.3.2 The Director shall notify potentially redundant teachers by the Tuesday following the first Board meeting in April, using the criteria in 18.1.
- 18.3.3 If, through resignations, leaves, or for any other reason, the number of potentially redundant teachers decreases, the Director shall immediately notify the most senior potentially redundant teacher(s) that he/she is no longer potentially redundant.
- 18.3.4 On the first teaching day in May, the position of any potentially redundant teacher who holds a position requiring a special certificate shall be advertised simultaneously throughout the system for a period of five days. If no more senior teacher applies and is accepted for the position, then that first-mentioned teacher shall not be potentially redundant and the next higher teacher on the seniority list shall be declared potentially redundant.
- 18.3.5 At the last Board meeting in May, all teachers still potentially redundant shall be declared redundant and subsequently notified by the Director in writing.

18.4.0 OPTIONS AVAILABLE TO TEACHERS (REDUNDANT)

By June 5th each year, teachers declared redundant shall select one option from the three available and listed below, and shall agree in writing to the Board that their choice of option is irrevocable.

18.4.1 OPTIONS

- 18.4.1.1 Placement on a "list of redundant teachers available for recall". The redundant teacher with the greatest seniority shall be placed first on the "available for recall" list, the next most senior redundant teacher second on the list, and so on. The list shall remain in effect for one year.
- 18.4.1.2 Placement as a permanent supply teacher in either the "north of South River area" or the remaining southerly area, the teacher with the most seniority having first choice as to area. The Board agrees to provide up to two such permanent supply teacher positions per school year under this Article.

Teachers selecting this option are not precluded from applying for any position which may become available for the ensuing school year. Any such permanent supply teacher who accepts another teaching position shall not be replaced as permanent supply teacher.

18.4.1.3 Severance Pay according to the following schedule:

Less than one year's teaching experience in East Parry Sound))	no severance pay
One year's teaching experience in East Parry Sound))	\$500. severance pay
Two years' experience in East Parry Sound))	\$1000. severance pay
Three years' experience or more in East Parry Sound))	\$1500. severance pay

18.4.2 Acceptance of severance pay by a teacher shall relieve the Board of any obligation to recall the teacher and the teacher shall forfeit all further rights under this Agreement.

18.5.0 RECALL AND REFUSAL

18.5.1 vacancies on staff will be offered first to the teacher on the redundancy list who has the greatest seniority and is qualified for the position at the time of the vacancy. Such teacher shall be notified of such vacancy by registered letter to the last address supplied to the Board.

18.5.2 Refusal by the teacher to accept the position within a forty kilometer radius of the teacher's last place of employment relieves the Board of any commitment to place that teacher.

18.5.3 If the teacher is asked to transfer outside the forty kilometer radius, the teacher may refuse the position and the Board is not relieved of its commitment for the ensuing school year.

18.6.0 REHIRED TEACHERS

18.6.1 A teacher who is declared redundant and is subsequently rehired by the Board will be rehired on a permanent contract if that teacher had a permanent contract when declared redundant.

18.7.0 STATEMENT OF REDUNDANCY

18.7.1 The Board agrees to provide each teacher released for redundancy a statement to that effect.

ARTICLE 19 - MOVING EXPENSES

- 19.1 The Board shall pay moving expenses not exceeding the lowest of three estimates submitted by licenced movers exclusive of packing charges, and provided such move takes place within the jurisdictional boundaries of The East Parry Sound Board of Education, to a teacher who is transferred at the request of the Board and moves within twelve months of the date of transfer.
- 19.2 The teachers agree that provisions of this article shall not apply to any teacher who transfers because that teacher's position has become surplus.

ARTICLE 20 - LUNCH HOUR SUPERVISION

- 20.1 The Board agrees to provide each teacher an uninterrupted daily period of forty minutes in order to eat lunch.
- 20.2 In schools where the number of staff is small enough that with the required supervision of students during the noon break, an uninterrupted period of forty minutes to eat is not possible, and where need is shown and the request is made to the Board by the principal, the Board agrees to provide a sum to be used at the discretion of the Superintendent of Academic Affairs for providing lunch-time supervision. This sum shall be reviewed annually by the Board.
- 20.3 It is agreed that 20.1 shall be waived where a voluntary "internal" written agreement is made between the principal and each individual teacher to arrange lunch time supervision and eating time to their mutual satisfaction without the help of extra lay paid assistance. Notification of this agreement shall be made by the principal to the Senior Administration by September 30th each year.

ARTICLE 21 - GRIEVANCE PROCEDURE

21.0 DEFINITIONS

- 21.0.1 Grievance : a difference relating to the interpretation, application or administration of the collective agreement or an allegation that the collective agreement has been violated.
- 21.0.2 Grievor : A teacher, or group of teachers, the Branch Affiliate or the Board being the party initiating the grievance.
- 21.0.3 Grievee : The party against whom the Grievor initiates the grievance.

21.0.4 Grievance Officer: A representative of each party. Each of the two grievance officers shall act as fact finders, and shall gather information for and act on behalf of the parties to the grievance where requested, according to the terms of this Article.

21.0.5 Statement of Grievance: a written statement containing the following information:

- all the persons involved
- facts giving rise to the grievance
- specific reference to the provisions of this Collective Agreement alleged to be violated
- the contention of the grievor
- the specific relief desired.

21.0.6 Grievance Abatement - The Board/Staff Relations Committee Committee :

21.0.7 Days: regular teaching days excluding statutory holidays

21.1 ATTEMPTS TO SOLVE THE PROBLEM

21.1.1 FIRST STEP - Informal Discussion

21.1.1.1 Within 30 days after a perceived violation, the grievor shall meet with the Grievance Officer to discuss the allegation. Notification of such a meeting about to take place shall be given to the Grievor's Grievance Officer. During this Stage, initiated by this meeting, either or both grievance officers shall try to solve any apparent problem by discussing with any likely level of management or federation, ways to overcome the problem. It is agreed that this problem-solving stage shall be completed within 15 days unless that time limit is extended by agreement of the Grievor and the Grievor. If the problem is solved and the grievance resolved at this stage, the grievance officers shall so notify the Director of Education and the Presidents of the Branch Affiliates.

21.1.2 SECOND STEP: The Grievance Abatement Committee

21.1.2.1 If the issue remains unresolved within 5 days of the termination of the first step, the grievance officers shall inform both the Director of Education and the Presidents of the Branch Affiliates that within two weeks of the date of notification, a meeting of the Grievance Abatement Committee must be convened in an attempt to resolve the grievance. At the same time, the Grievance Officers will request that a statement of grievance be sent by the grievor to the secretary of the Grievance Abatement Committee within three days.

- 21.1.2.2 The Grievance Abatement Committee has the right to call resource persons at its discretion to help it with finding a solution. It may hold more than one meeting. It has the power, where the problem is due to a lack of clarity or misunderstanding or wording, to recommend suitable changes in the agreement to the parties. The parties agree that such a process would tend to achieve a workable compromise wherein both parties are satisfied.
- 21.1.2.3 Within 20 days (extendible by agreement of the Grievor and the Grievor,) step 2 shall be completed. If step two succeeds, the secretary of the Grievance Abatement Committee will notify each Grievance Officer by letter, If step two fails to resolve the Grievance, the Grievor may abandon the Grievance or proceed to Arbitration. In either case, the Grievor will signify intentions by letter to each Grievance Officer.
- 21.2 The Grievor may, after 10 days have elapsed in either step, elect to move to the next step.

ARTICLE 22 - ARBITRATION

- 22.1 Within ten days of the notification of the Grievance Officers, the grievor shall notify the grievor in writing by registered mail of the desire to submit the difference or allegation to arbitration, and the notice shall contain the name of the grievor's appointee to an Arbitration Board. The grievor shall, within ten days of the receipt of the registered letter, inform the grievor that the grievor's appointee is acceptable as a single arbitrator, or inform the grievor of the name of the grievor's appointee to an Arbitration Board. Where two appointees are so selected, they shall appoint a third person who shall be chairman,
- 22.1.2 If the grievor fails to appoint an Arbitrator, or if the two appointees fail to agree upon a Chairman within ten days, the appointment of a chairman shall be made by the Education Relations Commission upon the request of either party.
- 22.1.3 The single Arbitrator, or the Arbitration Board, as the case may be, shall hear pertinent representation by the parties and/or representatives, and determine the grievance and shall issue a decision. The decision shall be final and binding. The decision of a majority is the decision of the Arbitration Board, but if there is no majority, the decision of the Chairman governs. The Arbitrator or Arbitration Board, as the case may be, shall not, by his/her/its decision, add to, delete from, modify or otherwise amend the provisions of the Collective Agreement.

- 22.1.4 Time restrictions may be extended if mutually agreed upon in writing. The failure of one party to comply with the time allowances or any agreed-upon extensions shall result in the grievance being terminated in favour of the other party.
- 22.1.5 Where a single arbitrator or Board of Arbitration determines that an employee has been discharged or otherwise disciplined for cause, the arbitrator or Board of Arbitration may substitute such other penalty of or the discharge or discipline as to the arbitrator or Board of Arbitration seems just and reasonable in all the circumstances.
- 22.1.6 The taxed fees and related expenditures for a single arbitrator, a chairman of a Board of Arbitration, and both appointees shall be paid by the unsuccessful party and such expenditures and fees shall be paid within sixty (60) days after the date of the decision of the Arbitrator.

ARTICLE 23: DETERMINATION OF MINIMUM NUMBER OF TEACHERS

23.1 DEFINITIONS

- 23.1.1 Regular Classroom Teacher: Principals and teachers (Article 4.2) excluding special education teachers, any percentage of a teacher's time assigned to library duties, French teachers other than those assigned to Land of Lakes and Mapleridge schools, any percentage of a principal's time assigned to administrative duties, the applicable percentage of coordinators and consultants who may have responsibility in both elementary and secondary panels, teachers at Youthdale and teachers on leaves.
- 23.1.2 Regular classroom students: The full-time equivalent number of students forecast to be enrolled as of September 30 in the following academic year excluding students who are trainable mentally retarded, educable mentally retarded, or students in self-contained special education classes.

23.2 PROCEDURE

- 23.2.1 Using historical data, in-or out-migration trends, and other suitable forecasting methods, the principals and the senior administration will estimate the number of students expected to be in each grade on September 30, of the subsequent academic year.
- 23.2.2 The estimate shall be divided by 24.5, and the quotient determined. The quotient represents the minimum number of regular classroom teachers to be approved for the system.
- 23.2.3 Teachers, who are approved under 23.2.2, shall be allocated to such schools as the appropriate senior official of the Board shall determine.

ARTICLE 24: EARLY RETIREMENT INCENTIVE PLAN

24.1.0 PURPOSE

This plan is designed to:

- a] ameliorate the effect of declining enrolments;
- b] enable young teachers to remain within the teaching profession;
- c] achieve a better mix of young and mature teachers.

24.2.0 ELIGIBILITY

Each member of the Branch Affiliate **who:**

- a] is presently being paid a salary at the maximum of his/her category;
- b] has ten (10) or more years of service with **The East Parry Sound Board of Education** credited under the Teacher's Superannuation Act; and
- c] is age 55 or greater as of August 31st of the year of retirement.

24.3.0 DURATION

It is expressly agreed between the parties that this plan shall operate only for the period September 1st, 1984 to August 31st, 1987.

24.4.0 OPERATION OF THE PLAN

24.4.1 The member of the Branch Affiliate who wishes to participate in the plan shall forward to the Director of Education:

- a] an application for enrolment in E.R.I.P.;
- b] proof of age;
- c] proof of years of service as credited by the Superannuation Commission; and
- d] a resignation in a form that complies with the standard teacher's contract and which clearly states:
 - i the effective date of the resignation;
 - ii that the resignation is conditional on acceptance for enrolment in the E.R.I.P.; and
 - iii that the teacher will not reapply to The East Parry Sound Board of Education for full or part-time employment after the resignation date (with the exception of supply teaching assignments).

24.4.2 Two (2) applications will be accepted for enrolment in any one year of the plan's operation with additional applications being considered at the discretion of the Board.

24.4.3 In the event more than two (2) members of the Branch Affiliates apply, applicants shall be chosen on a first come first served basis.

24.4.4 All applications under this Article must be submitted by November of the school year in which the resignation is intended to become effective and applicants notified of the Board's decision by November 30th.

24.5.0 CALCULATION OF INCENTIVE

The incentive shall be calculated as follows: with each year's incentive to increase by the same percentage as any negotiated salary grid increase in the year of application.

<u>Age of Applicant</u>	<u>Incentive</u>
59 - 64	\$ 4,000
58	\$ 5,500
57	\$ 7,000
56	\$ 8,500
55	\$10,000

24.5.1 In the event that an increase in grid salary takes effect during the term of this programme, any incentive calculated in 24.5.0 shall be increased by the same percentage.

24.5.2 The incentive calculated in 24.5.0 shall be paid in one (1) instalment on or before the effective resignation date.

24.6.0 RESPONSIBILITY

It is the responsibility of the applicant to arrange any mechanism to shelter monies paid under this plan and to determine the effect of any plan payment on pension or other income.

24.7.0 RELATION TO OTHER ALLOWANCES

E.R.I.P. will be paid without prejudice to any entitlement under Article 10 with the understanding the "salary" as used in this or any other section means base salary exclusive of any allowances under any other article.

IN WITNESS WHEREOF, the Board has caused to be affixed hereto its seal attested to by the hands of its proper officers duly authorized in that behalf and the Branch Affiliates have by the hands of their duly authorized representatives executed this Agreement.

SIGNED, SEALED AND DELIVERED

The East Parry Sound Board of Education

Douglas Bennett
(CHAIRMAN)

Joseph Detofio
(SECRETARY)

Kathy Strangh

[Signature]
(NEGOTIATORS)

The Ontario Public School Teachers' Federation

John J. Stopper
(PRESIDENT)

The Federation of Women Teachers' Associations of Ontario

[Signature]
(PRESIDENT)

Ross Cox

Shelagh Scott

Fred Clark
(NEGOTIATORS)