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## **ARTICLE 1 - PURPOSE**

- 1.01 It is the desire of both Parties to establish, promote and facilitate an effective, harmonious and orderly working relationship, to provide for the prompt and equitable disposition of grievances which arise under the terms of this Agreement, and to set out the terms and conditions of employment that have been agreed to by the Parties.
- 1.02 This Collective Agreement shall apply only to the Members of the Elementary Teachers' Federation of Ontario – Trillium Lakelands Elementary Teachers' Local and to the Trillium Lakelands District School Board.
- Note:** For purposes of clarification, the Parties understand and agree that Occasional Teachers are not covered by this Agreement.

## **ARTICLE 2 - DEFINITIONS AND INTERPRETATION**

- 2.01 "Employer" refers to the Trillium Lakelands District School Board (TLDSB), and "Board" has the corresponding meaning.
- 2.02 "Union" refers to the Elementary Teachers' Federation of Ontario (ETFO).
- 2.03 "ETFO-Trillium Lakelands Elementary Teachers' Local (TLETL)" refers to the Bargaining Agent duly authorized by the Union, and "Local" has the corresponding meaning.
- 2.04 "Party" (or "Parties" as the case may be) refers to the Employer and/or the Union and/or Local, as the case may be.
- 2.05 "Predecessor Board(s)" refer(s) to the Haliburton County Board of Education and/or the Muskoka Board of Education, and/or the Victoria County Board of Education, as well as their respective predecessor Boards.
- 2.06 "Act" refers to the **Education Act**, as well as all Regulations and amendments related thereto. Except where otherwise stated, the terms employed in this Agreement shall have the same meaning as used in the **Act**.
- 2.07 "Agreement" refers to this Collective Agreement between the Parties.
- 2.08 "Member" refers to a teacher in the Bargaining Unit represented by the ETFO-Trillium Lakelands Elementary Teachers' Local.

## **CL 3 - RECOGNITION**

- 3.01 General
- 3.01.01 The Employer recognizes the Union/Local as the Bargaining Agent authorized to negotiate on behalf of its Members, who are employed by the Employer to teach and assigned as Members to one or more elementary schools, or to perform duties in respect of such schools all or most of the time.
- 3.01.02 For the purposes of this Article and this Agreement, members of the Bargaining Unit who are incumbent Educational Services Co-ordinators or Consultants, as well as Bargaining Unit members who are subsequently appointed to these positions, shall be deemed to perform duties all or most of the time in the teaching panel from which they were appointed.
- 3.02 The Union will inform the Employer, from time to time in writing, when the Local is authorized to act on its behalf.

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- 3.03 The Union/Local recognizes the Employer's Negotiating Committee as the regular and official committee representing the Employer and negotiating on its behalf.
- 3.04 The Employer recognizes the right of the Union/Local to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise or represent it in all matters pertaining to the negotiation and administration of this Agreement.
- 3.05 The Union/Local recognizes the right of the Employer to authorize its external organization or any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation and administration of this Agreement.
- 3.06 The Parties to this Agreement shall inform each other, in writing, of the Members of the Negotiating Committees who may be elected or appointed from time to time, and inform each other, in writing, whenever outside representatives or other agents have been authorized to represent them or to negotiate on their behalf.
- 3.07 Correspondence  
All correspondence between the Parties arising out of this Agreement shall pass to and from the President of the Local or designate, and to and from the Director of Education for the Board or designate, with a copy to the Superintendent of Human Resources for the Board or designate.
- 3.08 All Memoranda of Agreement, Letters of Understanding and other attachments to this Agreement are deemed to be part of this Agreement where mutually agreed and where **so** specified in the document.

**ARTICLE 4 - EFFECTIVE PERIOD AND RENEWAL**

- 4.01 The effective period of this Agreement shall be September 1, 2004 to August 31, 2008 inclusive.
- 4.02 This Agreement shall supersede all previous Collective Agreements between the Parties and shall continue in force and effect in accordance with the applicable provisions of the *Ontario Labour Relations Act* and the *Education Act*.
- 4.03 In accordance with the *Ontario Labour Relations Act*, Section 59, if either Party gives notice of its desire to negotiate, the Parties shall meet within fifteen (15) days from the giving of notice to commence negotiations for the renewal of this Agreement.
- 4.04 No changes can be made to this Agreement without the mutual written consent of the Parties.

**ARTICLE 5 - STRIKES AND LOCK-OUTS**

- 5.01 The Employer agrees that there shall be no lock-out of Members, and the Union/Local agrees that there shall be no strike during the term of this Agreement or its continuation, in accordance with the provisions of the *Ontario Labour Relations Act*. The terms "strike" and "lock-out" shall bear the same meaning as given in the *Ontario Labour Relations Act*.
- 5.02 In the event of a strike by employees in another Bargaining Unit, the Employer will, at the request of the Local, meet with the Local under the auspices of the Labour Management Liaison Committee to discuss the impact or potential impact of the strike on the Local's membership.
- 5.03 No Member shall be required to perform the duties, beyond those prescribed by the *Education Act* and related regulations, of any other employee of the Board who is engaged in a strike or lockout.

**ARTICLE 6 - LABOUR/MANAGEMENT LIAISON COMMITTEE**

- 6.01 The Parties agree to participate in a Labour/Management Liaison Committee to discuss matters that are of concern to either Party which relate to the Bargaining Unit and Bargaining Unit

members. It is understood that matters for discussion will not normally include, except with the mutual consent of the Parties, items that are being negotiated by the official Negotiating Committees or that are the subject matter of an active grievance. Matters for discussion could include, but are not limited to, concerns related to the Agreement, to the workplace environment and/or to changes in education policy which are being contemplated by the Employer.

- 6.02 The Committee will consist of up to three (3) Members of the Local and up to three (3) members of the Employer. While both Parties retain the right to name their representatives to the Committee, it is agreed and understood that the regular participants at meetings would normally be the President and Vice-presidents (on behalf of the Local) and the Superintendent of Elementary Operations and Superintendent of Human Resources (on behalf of the Employer). It is further understood that the Director of Education will be advised of all scheduled meetings, and the tentative agenda, and may attend as scheduling permits. With the approval of both Parties, additional representatives may attend a meeting.
- 6.03 The Committee shall meet on a regular basis, normally every two (2) months, or at the call of either Party upon fifteen (15) school days' notice or as otherwise agreed.

#### **ARTICLE 7 - UNION/LOCAL FEES**

- 7.01 On each pay date on which a Member in the Bargaining Unit is paid, the Employer shall deduct from the Member such dues and assessments as are regularly and uniformly levied by the Union/Local. Dues and assessments which are deducted on behalf of the Union shall be forwarded, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, to the General Secretary of the Union. Dues and assessments which are deducted on behalf of the Local shall be forwarded, no later than the fifteenth (15th) day of the month following the date on which the deductions were made, to the Local office. The Union/Local shall inform the Employer, from time to time and in writing, of the amount of such dues and assessments, as well as the appropriate addresses for the Union/Local. It is understood that the Employer requires at least thirty (30) days' written notice of any change in the required dues and assessments.
- 7.02 The Union/Local hereby undertakes and agrees to indemnify the Board and save it harmless from any loss, costs, or damages that may result from claims against the Board arising from such deduction and payment. The Union/Local agrees to execute such directions as may be necessary to authorize such deductions.
- 7.03 The remission of dues and assessments to the Union/Local shall be accompanied by a list specifying the Members, salaries earned for the pay period, and the amounts deducted for dues and assessments.

#### **ICI 8 – RIGHTS AND RESPONSIBILITIES**

8.01 **Management Rights**

Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the affairs of the Board and the school system are vested solely and exclusively with the Board.

8.02 **Statutory Responsibilities**

The Parties agree that they will exercise their rights in accordance with the terms and provisions of this Collective Agreement and with the prevailing statutes and regulations of the Province of Ontario.

8.03 **Non-Discrimination**

The Parties agree that there shall be no intimidation, discrimination, restraint or coercion exercised against any person in regard to employment or terms or conditions of employment

because the person exercises rights under this Agreement, or by reason of membership in the Union/Local or affiliated Labour organizations and/or participation in the lawful activities of the Elementary Teachers' Federation of Ontario.

8.04 Just Cause

No Member shall be disciplined, demoted or discharged without just cause. Non-renewal of a term appointment shall not be considered a demotion.

8.05 Termination of Employment

The Employer or a member of the Bargaining Unit shall provide written notice by November 30 of the intention to terminate employment effective December 31, or by May 31 of the intention to terminate employment effective June 30 or August 31. This paragraph shall not apply in the case of redundancy which is governed by Article 13. Nothing in this paragraph prevents the Employer and a Member from mutually agreeing to the Member's resignation at any time.

8.06 Copies of the Collective Agreement

The Employer shall provide a copy of the Agreement to each Bargaining Unit member within thirty (30) days of the execution of a new Agreement. The Employer shall provide new Members with a copy of the Agreement when they are hired. The cost of printing the Agreement shall be shared equally by the Parties. **Cost** of printing shall be mutually agreed.

8.07 Federation Representation

8.07.01 The Local shall notify the Employer, in writing to the Superintendent of Human Resources, of the names of persons who are elected to office and/or appointed to perform specific roles within the Local.

8.07.02 The Employer shall provide bulletin board space for the use of the Local in the school staffroom or other appropriate location in each workplace, and upon which the Local shall have the right to post notices relating to matters of interest to the Union/Local and its Members.

8.07.03 The Local shall continue to have access to the Employer's courier system, fax, e-mail, phones and mailboxes for regular formal communication between the Local and its members.

Inasmuch as this paragraph 8.07.03 recognizes the Local as an internal user for the purposes of e-mail, courier, fax, etc., the Local, for its part, agrees to abide by any policies and procedures which are established by the Employer regarding the use of these.

The procedures for the acceptable use of the Board's e-mail services shall be posted on the Board's e-mail system.

8.07.04 The Local shall, upon reasonable notice and subject to availability, be permitted to carry out Union/Local business on Board/School premises, at reasonable times and in reasonable locations. It is agreed that the Local will reimburse the Employer for any additional direct costs incurred in relation to general meetings of the Local membership held on Board premises.

8.07.05 Subject to the authority of the Principal or appropriate Superintendent related to school and Board premises, representatives of the Local shall have reasonable access to its Members for Federation business at all schools and workplaces, normally outside of instructional time.

8.08 Probationary Period

A newly hired Member shall serve a probationary period of one (1) year.

8.09 Personnel Files

- 8.09.01 A Member of the Local, upon written request, and by appointment, shall have access to the Member's own file in the presence of a supervisory officer or designate. The Member may, at his/her request, be accompanied by a representative of the Local. The Member shall have the right to obtain copies of any material contained in the files, to add information and to request correction or deletion of material. A member may transfer, through written authorization, his/her rights under this clause to the President of the Local (or a designate from the Union Executive).
- 8.09.02 A copy of any adverse documentation relating to a Member, which is in the possession of the school or central administration, shall be given to the Member within five (5) days of receipt by administration. Documentation which is not in the Member's personnel files may not be used in any disciplinary proceedings against the Member.
- 8.09.03 It is understood by the Parties that, should a Principal maintain a school file, such files are subject to the following:
- (a) Must be placed in the Principal's office in a locked cabinet or locked desk, or other appropriate, secure location.
  - (b) Any adverse documentation shall be copied to the Member as per 8.09.02.
  - (c) Nothing may be kept in the school file which is inappropriate for inclusion in the main file.
  - (d) Members are entitled to review the contents of their local school file, in the presence of the Principal or designate.
- 8.09.04 Where a minimum of two (2) years have elapsed since the recording of a disciplinary notation/negative material on a Member's file, the Member may request that such disciplinary notation/negative material be reviewed. Such notation/negative material may be removed from the file provided the personnel file has been free of any written warning or disciplinary action during the intervening period. A request for removal shall not be unreasonably denied.

It is understood by the Parties that negative material does not include teacher evaluation reports.

8.10 Access to Information

- 8.10.01 The Employer agrees to provide the authorized representatives of the Bargaining Unit such statistical data as is necessary for the purpose of collective bargaining and the maintenance and administration of this Agreement. Upon request of the Local, the information shall be provided within a reasonable time.
- 8.10.02 Upon request, the Employer shall provide the Local President a list of Members, showing their names, work locations and classifications. The information shall be provided within a reasonable time frame. The Employer agrees to advise the President of the Local of any changes in the employment status or work location of Local members and to provide copies of all job postings. With regard to such information, the Local agrees to save the Employer harmless from any and all claims, actions, or proceedings that may otherwise result from the release of such information. The Local further agrees to maintain personal information as confidential information to be used with discretion and solely for the purpose of representing its Members.

## 8.11 Board Policies

The Employer agrees to consult with the President of the Local prior to making any changes, additions or deletions to Board Policies which have a direct impact upon Local members. The Employer further agrees to consult with the President of the Local on the development of or revisions to Administrative Procedures related to harassment, teacher evaluation, inclement weather, and the discipline, demotion or dismissal of Members. These provisions shall not apply if an authorized representative of the Local participates in the development of a Board Policy or Administrative Procedure.

For further clarity, it is understood and agreed that a Local representative(s) will participate with other teacher and Employer representatives on a committee to develop any new Teacher Evaluation Policy and/or Administrative Procedure. Similarly, a Local representative(s) will participate with other employee and Employer representatives on a committee to develop any new Safe Schools Policies and/or Administrative Procedures that are designed to provide a safe and healthy working environment for Members and other Board employees.

## 8.12 Posting of Positions

**8.12.01** Except in circumstances of Pre-Transfer Postings as outlined in the Letter of Understanding on Pre-Transfer Postings or where the posting process is suspended under paragraph **13.04.03** – Transfer, Surplus, Redundancy, Layoff & Recall, all vacant teaching positions shall be posted internally, prior to advertising externally, in all schools/worksites. Internal postings shall remain posted for five (5) school days. A copy of each posting shall be sent to the Local President.

All internal candidates who are required to be granted an interview under paragraph **8.12.03** must be interviewed before external candidates,

If a position becomes vacant due to a Member's death or a Member leaving the employ of the Board during the school year, the position may be filled by an Occasional Teacher through to the end of that school year.

If a position becomes vacant due to a temporary absence, the position may similarly be filled in accordance with the *Education Act*, i.e. by an Occasional Teacher through to the end of the second school year after the Member's absence begins.

**8.12.02** No applicants shall be interviewed prior to the closing date for applications.

**8.12.03** (a) In the event that there are more than five (5) qualified internal applicants, a minimum of five (5) shall receive an interview. In the event that there are five (5) or fewer qualified internal applicants, all qualified applicants shall receive an interview for the position.

(b) Part-time Members who wish to be considered for a full-time position which has been posted shall be granted an interview, which interview(s) shall be in addition to the minimum number specified above.

**8.12.04** Members being interviewed shall be informed of the time and place of the interview a minimum of twenty-four (24) hours prior to the interview.

**8.12.05** Qualified internal applicants for a position will be granted an oral debriefing upon request, provided that they make such a request within 48 hours of being informed that they were unsuccessful.

## 8.13 Posting of Positions of Responsibility

The Employer shall advertise internally all vacant or newly-created positions of responsibility that are potentially within the bargaining unit and send a copy of each posting to the Local President.

#### 8.14 Secondments

The Employer may temporarily re-assign, by mutual consent, a member of staff to a particular position for a period of up to two (2) years. Secondments are renewable. It is understood that this paragraph shall not affect the term of any existing secondment which provides for a term of greater than two (2) years.

Teachers returning from a secondment shall return to their position subject to 17.04.03.

#### 8.15 Performance Appraisals

It is understood and agreed that any recommendation for termination resulting from the teacher performance appraisal process is subject to the grievance/arbitration process set out in Article 14 of this Agreement. Further, it is understood and agreed that any alleged violations of the process, including alleged violations of the governing legislation, regulations and/or Board policy/procedures or resolutions, may be raised in the termination grievance, regardless of timeframes set out in the grievance process.

#### 8.16 Cross-Panel Exchanges

- 8.16.01 A Member who wishes to initiate a cross-panel exchange with a Teacher in the Secondary panel must submit a written request to the Superintendents responsible for Elementary and Secondary Operations, with a copy to the respective Principals and Federation Presidents.
- 8.16.02 Requests must identify both teachers and be submitted by May 1st of any year.
- 8.16.03 Exchanges shall be for a maximum period of two (2) consecutive years, subject to annual renewal.
- 8.16.04 In the case of a strike/lock-out involving either Bargaining Unit, the exchange provision is suspended and the Member must return to the originating assignment.
- 8.16.05 The workload provisions governing the teachers' assignment in a particular building will apply to the teachers on exchange. Specifically, for an elementary teacher on exchange in a secondary school, the assignment will be in accordance with Article 13 - Staffing and Workload of the secondary school teachers' collective agreement. Conversely, a secondary teacher on exchange in an elementary school will be assigned duties in accordance with Article 20 - Staffing & Working Conditions and the Letter of Understanding: Parent-Teacher Interviews. In addition, the teacher on exchange accepts the school year calendar for the exchange panel. Any grievance related to workload shall be filed in accordance with the collective agreement governing that building, and carriage of the grievance is the responsibility of the Federation that is signatory to that collective agreement.
- 8.16.06 Members of the Bargaining Unit who participate in a cross-panel exchange shall be deemed to perform duties all or most of the time in the Elementary Panel. As a result, all terms and conditions of employment other than those specified in 8.16.05, including, but without limiting the generality of the foregoing, leaves, union dues, seniority, etc., as well as any grievance(s) in relation to these issues, shall be in accordance with the collective agreement applicable to the originating panel.

### **ARTICLE 9 – SALARY SCHEDULES AND ALLOWANCES**

#### 9.01 Determination of Category

9.01.01 Members employed by the Employer as of January 1, 1998 shall retain the category which they possessed with their predecessor Board. Category changes for such Members, based upon their achievement of additional qualifications obtained after January 1, 1998, as well as the initial grid category for Members hired after January 1, 1998, shall be in accordance with a category statement based upon the Q.E.C.O. 5 category rating system.

No Member's category placement shall be adversely affected by the application of a different Q.E.C.O. program.

- 9.01.02 A Member who qualifies for a change in category shall be placed at the appropriate grid rank, effective September 1 of a school year:
- (a) if the requirements for placement in a higher category are completed before April 30 of the same school year, and
  - (b) if the supporting documentation is submitted to and received by the Director or designate at the earliest opportunity, but not later than May 31 of the same school year.

9.01.03 The onus is on the individual Member to inform the Employer in writing and provide appropriate supporting documentation respecting any change which has occurred in the Member's category.

9.02 Method of Payment

9.02.01 All Members in the Bargaining Unit will be paid salaries and allowances according to this Agreement.

9.02.02 Annual salary and allowances shall be paid by direct deposit into each Member's account at a financial institution which has capabilities for electronic funds transfer.

9.02.03 Members shall be paid their annual salary in accordance with the following schedule:

- (a) 1/26 on the first working day of the regular school year calendar; and
- (b) the next 25 installments at 1/26 on every second Friday commencing the second Friday after Labour Day.

9.02.04 If any of the pay dates specified above falls on a banking holiday, the pay will be deposited on the last working day prior to the banking holiday on which the pay date falls.

9.02.05 Members whose employment terminates will receive their final pay on the first payroll date as is practicable following termination.

9.02.06 It is agreed that the Members' share of the E.I. premium reduction rebates have been credited for their benefit in the base grid salary structure.

9.03 Salaries

9.03.01 Salary Grids

Each Member shall be paid at the rate appropriate to the Member's teaching experience (paragraph 9.04) and category classification (paragraph 9.01). For Members in category classification A, the ultimate step in category A will be reached in accordance with the Pay Equity Agreements of the predecessor boards.

- (a) All Members shall be paid according to the following salary grid, effective September 1, 2004:

YRS OF						
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EXP	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	33,840	36,430	38,191	41,422	43,755
1	35,545	38,246	40,149	43,542	46,060
2	37,335	40,154	42,206	45,770	48,486
3	39,215	42,272	44,717	48,113	51,040
4	41,190	44,642	47,286	50,575	53,729
5	43,265	47,031	49,876	53,163	56,558
6	45,443	49,401	52,442	55,883	59,537
7	47,732	51,787	55,030	58,744	62,673
8	50,136	54,156	57,619	61,750	65,975
9	52,660	56,544	60,188	64,954	69,565
10	55,313	59,264	62,959	68,431	73,432
11	58,099	62,801	66,767	72,100	77,520
Ultimate	62,801				

(b) All Members shall be paid according to the following salary grid, effective September 1, 2005:

YRS OF EXP	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	34,517	37,159	38,955	42,250	44,630
1	36,256	39,011	40,952	44,413	46,981
2	38,082	40,957	43,050	46,686	49,456
3	39,999	43,117	45,611	49,075	52,061
4	42,014	45,535	48,232	51,587	54,803
5	44,130	47,972	50,873	54,226	57,690
6	46,352	50,389	53,491	57,001	60,728
7	48,687	52,823	56,130	59,919	63,926
8	51,139	55,240	58,772	62,985	67,294
9	53,714	57,675	61,391	66,253	70,956
10	56,419	60,449	64,218	69,800	74,901
11	59,260	64,057	68,102	73,542	79,070
Ultimate	64,057				

(c) All Members shall be paid according to the following salary grid, effective September 1, 2006:

YRS OF EXP	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	35,208	37,902	39,734	43,095	45,523
1	36,981	39,791	41,771	45,301	47,921
2	38,844	41,776	43,911	47,620	50,445
3	40,799	43,979	46,523	50,057	53,102
4	42,854	46,445	49,196	52,619	55,899
5	45,013	48,932	51,891	55,311	58,843
6	47,279	51,396	54,561	58,141	61,942
7	49,661	53,879	57,253	61,117	65,205
8	52,162	56,344	59,947	64,245	68,640
9	54,788	58,828	62,619	67,578	72,375
10	57,547	61,658	65,503	71,196	76,399
11	60,446	65,338	69,464	75,013	80,652

YRS OF					

EXP	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	35,560	38,281	40,131	43,526	45,978
1	37,351	40,189	42,188	45,754	48,400
2	39,232	42,194	44,350	48,096	50,950
3	41,207	44,419	46,988	50,557	53,633
4	43,283	46,910	49,688	53,145	56,458
5	45,463	49,421	52,410	55,864	59,432
6	47,752	51,910	55,106	58,722	62,562
7	50,157	54,418	57,825	61,728	65,857
8	52,683	56,908	60,547	64,887	69,326
9	55,336	59,417	63,245	68,254	73,099
10	58,123	62,275	66,158	71,908	77,163
11	61,050	65,991	70,159	75,763	81,458
Ultimate	65,991				

- (e) All Members shall be paid according to the following salary grid, effective September 1, 2007:

YRS OF EXP	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	36,200	38,970	40,854	44,310	46,806
1	38,023	40,913	42,948	46,578	49,271
2	39,938	42,953	45,148	48,961	51,867
3	41,949	45,219	47,834	51,467	54,599
4	44,062	47,754	50,583	54,102	57,474
5	46,281	50,310	53,353	56,870	60,502
6	48,611	52,845	56,098	59,779	63,688
7	51,060	55,398	58,866	62,839	67,042
8	53,632	57,932	61,636	66,055	70,574
9	56,332	60,486	64,384	69,482	74,415
10	59,169	63,396	67,348	73,202	78,552
11	62,149	67,179	71,422	77,127	82,924
Ultimate	67,179				

- (9) All Members shall be paid according to the following salary grid, effective on the 98th instructional day of the 2007-2008 school year:

YRS OF EXP	CAT A	CAT A1	CAT A2	CAT A3	CAT A4
0	36,707	39,516	41,425	44,930	47,461
1	38,555	41,486	43,549	47,230	49,961
2	40,497	43,555	45,781	49,647	52,593
3	42,536	45,852	48,504	52,188	55,363
4	44,679	48,423	51,291	54,859	58,279
5	46,929	51,015	54,100	57,666	61,349
6	49,292	53,585	56,883	60,616	64,580
7	51,775	56,173	59,690	63,719	67,981
8	54,383	58,743	62,499	66,980	71,562
9	57,120	61,333	65,285	70,455	75,456
10	59,997	64,283	68,291	74,227	79,651
11	63,019	68,120	72,421	78,207	84,085

- 9.03.02 Members employed for less than the full school year shall be paid their salary in the proportion that the total number of work days for which they perform their duties bears to the total number of work days in the school year.

9.03.03 Members on part-time assignment shall be paid a salary pro-rated on the salary grid.

9.04 Credit for Teaching Experience

9.04.01 Annually on September 1, each Member shall be placed at the grid step which reflects all elementary, secondary, equivalent or related (see 9.04.03 below) teaching experience, including Long-Term Occasional Teaching (LTO) teaching experience, based on tenths of a year of teacher experience attained, to the maximum number of years of the respective category of the Member. For the purposes of recognition of the LTO teaching experience noted above, one-tenth (1/10<sup>th</sup>) year of experience shall be credited for each twenty (20) consecutive days of teaching.

Further, it is understood that teaching continuing education credit courses qualifies as "teaching experience", in multiples of twenty (20) days, on the basis that each five (5) hours of continuing education instruction is equivalent to one day's full time teaching, and provided that no Member shall receive more than one full year's credit for a combination of teaching experience within one school year.

9.04.02 Equivalent Teaching Experience

Equivalent teaching experience, as stipulated in sub-paragraph 9.04.01 may be recognized for placement on the "Salary Grid" at the discretion of the Director or designate.

9.04.03 Related Experience

For all teachers hired on or after September 1, 2003, related experience may be considered as teaching experience, for grid purposes, on a ratio of two (2) years' related experience for one (1) year of teaching experience, to a maximum of four (4) years on the grid. Requests for recognition of related experience shall be referred to the Director (or designate) through the Superintendent responsible for Elementary Operations. The following considerations will apply to the recognition of related experience:

- (a) the experience can be seen as being directly related to the subject discipline(s) in which the Member is qualified;
- (b) the experience is in excess of that required for admission to a Faculty of Education, and completion of the teacher certification requirements;
- (c) the Member has submitted any supporting documentation as required by the Director or designate; and
- (d) the related work experience **has** taken place within the ten (10) year period immediately prior to the commencement of teaching.

Related experience which is recognized at the time of hire, or within six (6) months thereafter, shall continue to be recognized, but will not be renegotiated at any time or for any reason.

9.05 Graduate/Extra Degree Allowance

9.05.01 A Member shall be entitled to be paid an extra degree allowance from one of 9.05.02 or 9.05.03. The allowance received shall be the allowance payable for the highest level of education received.

9.05.02 An allowance of \$1,025 above grid salary will be paid for a Master's Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required.

- 9.05.03 An allowance of \$1,300 above grid salary will be paid for a Doctoral Degree from an accredited university, provided that the additional degree has not resulted in a change of category. Proof of achievement of such degree is required.
- 9.05.04 Salary adjustments related to the achievement of an extra degree allowance shall be implemented as of the date the supporting paperwork is received by the Board.

## **ARTICLE 10 - POSITIONS OF RESPONSIBILITY**

### **10.01 Teacher-in-Charge**

- 10.01.01 The Employer may appoint a **Teacher-in-Charge** at any elementary school which does not have an allocation of **Vice-Principal** Administrative time. Where such a position is to be filled, the teaching staff at the school will be **so** advised, and the Principal shall select for the role one of the Members who puts his/her name forward in writing. The appointment to a **Teacher-in-Charge** position will normally be made each September for a **one-year** period.
- 10.01.02 A Member who is appointed **Teacher-in-Charge** shall remain a member of the TLETL Bargaining Unit, and shall remain subject to the normal Union/Local fees under Article 7. The **Teacher-in-Charge** will only assume supervisory and administrative responsibilities and duties in the absence of the Principal from the school grounds. An Occasional Teacher shall be hired to assume the **classroom/supervisory** duties of the **Teacher-in-Charge** if the Principal is absent for **two (2)** or more consecutive days.
- 10.01.03 A Member who is appointed to the position of **Teacher-in-Charge** shall be paid an annual allowance of \$1,061, **pro-rated** accordingly for **part-year** appointments resulting from situations where the **Teacher-in-Charge** is unable or unwilling to complete the year in the assigned position.

### **10.02 Teacher Administrative Assistants**

- 10.02.01 In an elementary school which has been granted an Administrative allocation for **Vice-Principal**, but where such position has not been filled, or where the **Vice-Principal** is absent, the Board may create a **Teacher Administrative Assistant** position and fill it with a Member from within the school. Where such a position is to be filled, the teaching staff at the school will be **so** advised, and the Principal shall select for the role one of the Members who puts his/her name forward in writing. The appointment to a **Teacher Administrative Assistant** position will normally be made each September for a **one (1)** year period.
- 10.02.02 A Member who is appointed **Teacher Administrative Assistant** shall remain a Member of the TLETL Bargaining Unit, and shall remain subject to the normal Union/Local fees under Article 7.
- 10.02.03 A **Teacher Administrative Assistant** who fills a vacant **Vice-Principal** position shall receive an annual allowance of \$5,835, **pro-rated** accordingly for **part-year** appointments resulting from situations where the **Teacher Administrative Assistant** is unable or unwilling to complete the year in the assigned position.
- 10.02.04 In the event that a **Teacher Administrative Assistant** is requested to cover for an absent **Principal/Vice-Principal**, he/she shall be paid an allowance of \$5,835 **pro-rated** for the number of assignment days.
- 10.02.05 The **Teacher Administrative Assistant's** grid salary and allowances shall not exceed the entry level salary for a **Vice-Principal**.
- 10.02.06 An Occasional Teacher shall be hired to assume the **classroom/supervisory** duties of the **Teacher Administrative Assistant** if the **Teacher Administrative Assistant** is requested to cover for a **Principal/Vice-Principal** who is absent for **two (2)** or more consecutive days.

10.02.07 In a situation where the Principal and Vice-principal (or Teacher Administrative Assistant) are both absent for an entire day or more, a teacher who performs their administrative duties on an emergency basis shall be paid a Teacher Administrative Assistants' allowance of \$30 per day. The selection of a teacher who would normally perform this role will take place each September, for a one year period, in the same fashion as a Teacher-in-Charge is selected.

10.03 Student Discipline/Suspension

Teachers-in-Charge and Teacher Administrative Assistants shall be expected to play a leadership role in relation to the disciplinary tone of the school and the discipline of students. It is understood, however, that student suspensions, if they are to be imposed, must be based upon the decisions and authority of the Principal or, in the Principal's absence, of the appropriate Superintendent.

10.04 Evaluation of Teachers

Teachers-in-Charge and Teacher Administrative Assistants will not be responsible for the evaluation of teachers. With respect to other non-teacher staff Members, they may be involved in the evaluation process, in the same fashion as any other Member might be expected to be involved.

10.05 Assistance

Teachers-in-Charge and Teacher Administrative Assistants will be provided with the name of a contact person(s) who may be called when assistance is required in the performance of the role. Unless another contact person has been designated, it is understood to be the Principal. If the Principal or alternate contact person is not available, a call for assistance shall be directed to the appropriate Area Superintendent. The Local shall be advised of any changes to the roster of Superintendents and/or their area responsibilities.

10.06 List of Appointees

The Employer shall advise the Local of appointments to Teacher-in-Charge and Teacher Administrative Assistant positions, as part of the regular information flow under sub-paragraph 8.10.

10.07 Re-entry of Principals and Vice-Principals

A Member from the Bargaining Unit who is hired into a Principal or Vice-principal position within the Board shall retain for a maximum period of one (1) year, (but not accumulate further) Bargaining Unit seniority as held at the time of the hire. In the event the Member returns to a position in the TLETL Bargaining Unit during that time, the Member shall be credited with the seniority held at the point of exit from the bargaining unit, and shall resume the seniority position previously enjoyed.

10.08 Consultants and Co-ordinators

10.08.01 If a Member in the Bargaining Unit is appointed to the position of Educational Services Co-ordinator, the annual allowance to be paid shall be \$12,254. This is in addition to grid salary.

10.08.02 A Member in the Bargaining Unit who is appointed to a position of Consultant shall be paid an annual allowance of \$4,803. This is in addition to grid salary.

10.08.03 For the purposes of this Article, and this Collective Agreement generally, Members in the Bargaining Unit who are incumbent Educational Services Co-ordinators or Consultants, as well as Members who are subsequently appointed to these positions, shall be deemed to perform duties "all or most of the time" in the teaching panel from

which they were appointed.

10.09 New Positions of Responsibility

In the event that the Employer creates a position of responsibility within the Bargaining Unit which is not specifically covered by the Collective Agreement, and where such position is to be filled by a member of the Local, the compensation for the position shall be negotiated between the Parties to a point of mutual agreement.

**ARTICLE 11 – GROUP BENEFITS**

11.01 General

The Employer shall pay 100% of all benefit premiums with the exception of Long Term Disability and Optional Group Life Insurance.

Group Master Policies relevant to the Bargaining Unit shall be given to the Local President within ten (10) days of being received by the Employer.

The Carrier(s) for the benefits other than Long Term Disability shall be selected by the Employer, in consultation with the Local.

Each member of the Bargaining Unit shall be provided with a summary of the benefit plan(s) as soon as is practicable after the implementation of any benefit package.

Any dependent up to the age of 25, if enrolled in school, will be covered.

Eligible expenses under the Dental Plan (except 11.06.02), as well as eligible expenses in excess of the deductible under the Extended Health Coverage, will be reimbursed 90%, up to the maxima stated in the insurer's contract and employee booklet. The balance of 10% is payable by the insured employee/dependant.

Benefit contributions for part-time Members will be appropriately pro-rated.

11.02 Basic Group Life Insurance

The Employer will pay 100% of the premium rate to provide \$90,000 of Basic Group Life Insurance coverage for each Member.

11.03 Optional Group Life Insurance

Members may purchase optional term life insurance in multiples of \$25,000.00 to a maximum of \$200,000.00, subject to standard underwriting principles.

Members may purchase spousal life insurance in multiples of \$25,000.00 to a maximum of \$150,000.00, subject to standard underwriting principles.

Members may purchase life insurance for dependants to a maximum of \$10,000.00 per dependant.

100% of the Optional Group Life premiums shall be paid by the Member.

11.04 Long Term Disability

The Employer shall administer a Long Term Disability plan which is 100% Member-funded and whose Carrier is selected by the Local, in consultation with the Employer. Sick leave credits will not be accessed to augment the Long Term Disability Plan. The Long Term Disability Plan which is implemented will have a waiting period of up to ninety (90) working days.

Membership in the Plan will be a condition of employment for all Members. This condition of employment provision is subject to standard underwriting principles and, if put in place, shall not

apply to Members who, while on leave, secure alternate employment and provide documentary evidence, acceptable to both the Employer and the Bargaining Unit, that alternative Long Term Disability coverage with that Employer is a condition of employment.

Notwithstanding the above, Members are ineligible for Long Term Disability benefits if they are 65 years of age or older, or if they are eligible for a 66% unreduced pension from the Ontario Teachers Pension Plan. A Member who becomes ineligible for Long Term Disability Benefits must contact their Local Union office to discuss exemption from the Plan. Upon written notification by the Carrier to the Board that a Member is ineligible for benefits, Long Term Disability will cease to be a condition of employment, and the Board will no longer deduct and remit contributions on their behalf. Further, neither the Board, the Union nor the Carrier shall be held responsible for any contributions that are made as a result of the Member's failure to request exemption from the Plan.

#### 11.05 Extended Health Coverage

11.05.01 The deductible for extended health care shall be \$25.00 annually for a single plan and \$50.00 annually for a family plan.

11.05.02 Effective September 1, 2004, the Policy shall include:

- Private and semi-private coverage;
- Mandatory generic formulary 2 drug plan (unless specified otherwise by a doctor, generic drugs are to be dispensed). The cap on dispensing fee shall be \$5.00;
- Fertility drugs (up to six months' supply, to a maximum of \$2,400 in any 24 consecutive months);
- A vision-care program with a maximum \$200.00 per 24 month period; effective September 1, 2005, a vision-care program with a maximum of \$250.00 per 24 month period, including coverage for laser eye surgery and eye exams with a maximum of \$50 per exam; effective September 1, 2006 a vision-care program with a maximum of \$275 per 24 month period, including coverage for laser eye surgery and eye exams with a maximum of \$50 per exam;
- Coverage for ambulance and out-patient services;
- Massage therapy with a \$30.00 maximum per visit and an annual maximum of \$500.00, when authorized in writing by a physician;
- Chiropractic services to a maximum of \$500.00 annually with a \$20/visit deductible; effective September 1, 2005, chiropractic services to a maximum of \$500 annually with a maximum of \$25 per visit, payable from the first dollar;
- Physiotherapy services to a maximum of \$500.00 annually;
- Speech pathologist services to a maximum of \$200.00 annually, when authorized in writing by a physician or dentist;
- Podiatrist/Chiropracist services to a maximum of \$500.00 annually (payable only after the annual maximum under the provincial health plan has been exhausted); effective September 1, 2005 podiatrist/chiropracist services to a maximum of \$500 annually with a maximum of \$25 per visit, payable from the first dollar;
- Custom moulded foot orthoses (orthotics), maximum of two pair, to a maximum of \$225 per pair per calendar year; effective September 1, 2005, custom moulded foot orthoses (orthotics) to a maximum of \$450 annually;
- Osteopath services to a maximum of \$500.00 annually;
- Naturopath services to a maximum of \$500.00 annually (visit cost only – no coverage for remedies);
- Private-duty nursing to a maximum of \$10,000.00 annually;
- Hearing-aids to a maximum of \$500.00 per five (5) year period;
- Psychologist visits to a maximum of \$500.00 annually;
- Deluxe out of country health care coverage (60 consecutive days maximum per trip, \$1,000,000 maximum per trip); and,
- Medical equipment and devices.

#### 11.06 Dental Coverage

- 11.06.01 The policy shall also include basic dental coverage, using current O.D.A. rates minus one year.
- 11.06.02 The policy shall also include orthodontic care (\$2,000 lifetime maximum) and major restorative coverage (\$1,500 annual maximum), both with a 50/50 cost share.
- 11.07 Any maximums or limitations indicated in the Extended Health or Dental Coverage shall apply per person.
- 11.08 Employee Assistance Program
- The Employer agrees to continue its current practice of providing an Employee Assistance Program, in consultation with all of its employee groups, for all eligible Board employees.
- 11.09 Pre-Authorized Payment Plan
- A Member who is approved for a leave of absence under this Collective Agreement, and who is entitled to participate in the insured benefit plan, shall pay their benefit premiums under a pre-authorized payment plan.
- Under the pre-authorized payment plan, the Board will debit the Member's account on a monthly basis for a sum equal to the monthly premium cost of providing the benefits which the Member has elected to maintain (including Long Term Disability which is a condition of employment) during the approved leave of absence.
- In the case of leaves of absence which require the Board to continue paying its share of benefit premium costs, the Member will only be required to pay the employee share of the benefit premiums. Such payments by the Member shall also be made through the pre-authorized payment plan.
- 11.10 Retirees Benefits
- A Member retiring before age sixty-five (65) may purchase, at the Member's own expense, the Group Life, Extended Health, and Dental coverage as described above (and as it may be amended from time-to-time by the Parties hereto) up to the end of the month in which they turn age sixty-five (65). It is understood that this benefit coverage for retirees shall be separately pooled for experience rating purposes.

## **ARTICLE 12 - SENIORITY**

- 12.01 For teachers who were Members of the Bargaining Unit on or prior to April 24, 1998, the determination of seniority shall be based upon continuous service as a probationary or permanent contract teacher with the Board and predecessor Board, where:
- (a) continuous service is deemed to commence on the first day of teaching service related to the most recent hire;
  - (b) part-time service is deemed to equal full-time service;
  - (c) authorized leaves of absence, including LTD and layoff with recall rights, and approved exchanges and/or secondments do not constitute a break in continuous service;
  - (d) service includes employment in both the elementary and secondary panels.
- 12.02 In the event of a redundancy or potential redundancy, and where a tie or ties exist(s) in the placement on the seniority list, as determined by 12.01 (above), the following steps shall be followed in descending order to determine seniority:
- (a) continuous part-time teaching shall be pro-rated in the same ratio as part-time employment bears to full-time employment;



- (b) greatest seniority shall next be given to the Member with the greatest total teaching experience, including Long-Term Occasional teaching experience, with the Board and its predecessor Boards;
- (c) greatest seniority shall next be given to the Member with the greatest total teaching experience, including Long-Term Occasional teaching experience, in Ontario;
- (d) greatest seniority shall next be given to the Member with the greatest total teaching experience in Canada;
- (e) greatest seniority shall next be given to the Member with the greatest total teaching experience;
- (f) greatest seniority shall next be awarded by lot, to be conducted jointly by representatives of the Parties or their designate(s), at a date, time and location agreed upon by the Parties. Members of the Bargaining Unit who are affected may attend the drawing of lot(s).

12.03 For teachers who become members of the Bargaining Unit after April 24, 1998, seniority shall be based upon the length of continuous service in the elementary panel with the Board, with ties broken where necessary in accordance with paragraph 12.04, where:

- (a) continuous service is deemed to commence on the first day of teaching service related to the **most** recent hire;
- (b) part-time service is deemed equal to full-time service;
- (c) authorized leaves of absence, including LTD and layoff with recall rights, of up to three (3) years in length do not constitute a break in continuous service.
- (d) authorized exchanges and/or secondments do not constitute a break in continuous service;
- (e) notwithstanding (c) above, authorized Federation leaves do not constitute a break in continuous service.

12.04 In the event of a redundancy or potential redundancy, and where a tie or ties exist(s) in the placement on the seniority list, the following steps shall be followed in descending order to determine seniority:

- (a) continuous part-time teaching shall be pro-rated in the same ratio as part-time employment bears to full-time employment;
- (b) greatest seniority shall next be given to the Member with the greatest total elementary teaching experience, including Long-Term Occasional elementary teaching experience, with the Board and its predecessor Boards;
- (c) greatest seniority shall next be given to the Member with the greatest total teaching experience, including Long-Term Occasional teaching experience, with the Board and its predecessor Boards.
- (d) greatest seniority shall next be given to the Member with the greatest total elementary teaching experience, including Long-Term Occasional teaching experience, in Ontario;
- (e) greatest seniority shall next be given to the Member with the greatest total teaching experience, including Long-Term Occasional teaching experience, in Ontario;
- (9) greatest seniority shall next be given to the Member with the greatest total teaching experience in Canada;

- (g) greatest seniority shall next be given to the Member with the greatest total teaching experience;
- (h) greatest seniority shall next be awarded by lot, to be conducted jointly by representatives of the Parties, or their designate(s), at a date, time and location agreed upon by the Parties. The members of the Bargaining Unit affected may attend the drawing of lot(s).

#### 12.05 Clarity Notes

- 12.05.01 "Predecessor Board", for the purposes of these seniority provisions, refers to one of the Muskoka Board of Education, the Victoria County Board of Education and the Haliburton Board of Education, where the Member was employed on December 31, 1997.
- 12.05.02 For the purposes of these seniority provisions, "first day of teaching service" for Members of the Bargaining Unit as of April 24 who worked the first scheduled working day of the school year, shall be deemed to be September 1 in each of the predecessor Boards.
- 12.05.03 Long-Term Occasional teaching experience is not to be taken into account for seniority purposes except where expressly specified in this Article.

#### 12.06 Ongoing Implementation

- 12.06.01 The seniority list shall be rank ordered such that the most senior Bargaining Unit Member is at the top of the list and the most junior is at the bottom.
- 12.06.02 The seniority list shall be provided to the President of the Bargaining Unit no later than November 15 of each school year, and posted in each elementary school location by no later than November 22. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit Members.
- 12.06.03 Each Member is responsible for bringing alleged errors in the calculation of the Member's seniority to the attention of the HR Administrator, in writing, with a copy to the Bargaining Unit President. This must be done by not later than December 21 of each year, or the Member's placement on the list shall be deemed to be correct. The Member's concern must be specific and include confirming documentation as necessary.
- 12.06.04 The final seniority list shall be provided to the President of the Bargaining Unit no later than January 15 of each school year, and posted in each elementary school location within five (5) school days thereafter. The Parties shall be jointly responsible for taking the steps necessary to ensure that the seniority information is brought to the attention of Bargaining Unit Members.

### **ARTICLE 13 - TRANSFER, SURPLUS, REDUNDANCY, LAY-OFF AND RECALL**

#### 13.01 Definitions

- 13.01.01 A "staff vacancy" for the purposes of this Article, is a vacant position within the Board which exists or will exist for the ensuing school year and to which no Member has been assigned.
- 13.01.02 A "voluntary transfer", in accordance with 13.02, shall mean any staff change, initiated by the Member, that fills a staff vacancy.
- 13.01.03 An "administrative transfer", in accordance with 13.02, shall mean a transfer initiated by the Employer.

- 13.01.04 A "surplus Member" is a Member who has been identified by seniority and/or program needs as being surplus to the staffing requirements of a particular school, as determined by the application of the staffing provisions (Article 20) of this Agreement, for the ensuing school year.
- 13.01.05 A "redundant Member" is a Member who has been identified by seniority and/or program need as being potentially in excess of the staffing requirements of the Board, as determined by the application of the staffing provisions (Article 20) of this Agreement, for the ensuing school year.
- 13.01.06 "Program need", for the purposes of this Article', refers to qualifications and/or specialty experience in relation to Special Education, Core French/French Immersion, and Instrumental Music.
- 13.01.07 "Lay-off", for the purposes of this Article, shall occur when there is no teaching position available for a redundant Member.
- 13.01.08 "Internal" refers only to those individuals who are Members of the Elementary Teachers' Federation of Ontario – Trillium Lakelands Elementary Teachers' Local.
- 13.01.09 "External" refers to individuals who are not Members of the Elementary Teachers' Federation of Ontario – Trillium Lakelands Elementary Teachers' Local.

## 13.02 Transfer

### Voluntary Transfer

- 13.02.01 Members who wish to be considered for voluntary transfer to another elementary school shall inform the Superintendent of Operations/ Elementary, in writing, with a copy to the Local President, Principal and Superintendent of Human Resources, by no later than the Monday after the March Break of the school year immediately prior to the school year for which the transfer is to be effective. The notice, in writing, shall be provided through the submission of the Application for Voluntary Transfer form, with the appropriate information provided as specified. Any revisions to the Voluntary Transfer form shall be discussed at the Labour Management Liaison Committee, prior to implementation.
- 13.02.02 Requests for voluntary transfers shall be considered as part of the surplus process, as set out below.

### Administrative Transfer

- 13.02.03 No administrative transfer of a Member shall be to a school more than sixty-five (65) kilometres from the Member's home or point of entry into the jurisdiction of the Board, unless by mutual consent. Notwithstanding the foregoing, it is understood that, in the case of Honey Harbour P.S., there must be a minimum of three (3) transfer opportunities from a Member's current school. It is also understood that the reasons for administrative transfers may include program need as per 13.01.06.
- 13.02.04 No administrative transfer shall occur within the last two (2) years prior to a Member's retirement.
- 13.02.05 Should the Board reorganize its schools and classrooms in September to reflect actual enrollment, as opposed to projected enrollment, the reorganization shall be subject to this Agreement and the following shall apply:
  - (a) Principals shall be informed of the reorganization and shall, within two (2) school days, hold a meeting of Members to explain the changes and invite confidential requests for transfer.

- (b) Within five (5) school days of the above meeting, the Board shall reorganize based on Members' requests. If no suitable requests are received, the Member(s) shall be transferred, based on seniority, subject to program need.
- (c) The Member(s) to be transferred shall be notified at least five (5) school days in advance of the transfer, and at least two (2) school days will be preparation days, free of teaching in the receiving school.

It is understood that the Employer may have the need to reorganize one of its schools during the school year in extenuating circumstances. If the Employer should find itself in such circumstances, the procedures for reorganization specified above shall also be followed.

13.02.06 Members will not be transferred from one panel to another except by mutual consent.

- 13.02.07 (a) The Board may administratively assign or transfer Members to teach programs for which they possess specific qualifications, as defined in 13.02.03.
- (b) The Board may deny a voluntary transfer due to program needs as defined in 13.01.06.
- (c) It is understood that the Board will not assign, transfer or deny a request for transfer due to program need, as defined in 13.01.06, provided that the Member has not been required to use said qualifications or speciality experience for ten (10) consecutive years.
- (d) The Union acknowledges that the application of 13.02.07 (c) may result in the declaration of surplus or redundancy of other Members as per 13.03 and 13.05 and the external posting of a vacancy.
- (e) Members may be exempted from being required to teach a program, as defined in 13.01.06, after ten (10) years of teaching in the area of program need if other staff are available in the Board to provide the program. The above exemption must be initiated by the specialty teacher involved. The Member must apply annually, in writing, and no later than the Monday following March Break, to the Principal and appropriate Superintendent, requesting this exemption and outlining the reasons for this request. The Principal and Superintendent will determine if the exemption will be granted and the District School Staffing Committee will be advised.

13.03 Surplus to School Declaration

- 13.03.01 Prior to the declaration of school surplus, the Principal shall determine which Members are to be declared surplus on the basis of seniority. The Principal shall examine the qualifications of school staff in specialty areas, as per 13.01.06, so as to retain the more senior Members by re-assignment whenever possible. Where it is deemed that the needs of the school require the retention of a Member with less seniority than a Member declared surplus, the Principal shall provide an explanation to the Member to be declared surplus and the President of the Local prior to the declaration of surplus. The Principal may involve the area superintendent at the meeting where the explanation is provided, at the request of the Local. The Member shall be provided with a written explanation within five (5) instructional days of the meeting.
- 13.03.02 Each Principal shall, by April 15, submit to the Superintendent of Elementary Operations a list of Members considered to be surplus to the school. The President of the Local will be provided with a copy of the lists within five (5) instructional days thereafter.

- 13.03.03 The Superintendent of Elementary Operations shall, in consultation with the Principals, identify and notify in writing by April 30 each Member in each school who is expected to be surplus to the staffing requirements of each school for September of the following year, as determined by the application of the staffing provisions (Article 20) of this Agreement.
- 13.03.04 (a) Members who are surplus to their school shall have the opportunity to indicate preferences **as** to potential assignments within the Board. Such preference(s) shall be expressed in writing to the appropriate Superintendent and copied to the President of the Local, the school Principal, and the Superintendent of Elementary Operations. The notice, in writing, shall be provided through the submission of the Surplus Teacher Preference Form.
- (b) Subject to qualifications, such preference(s) shall be considered when assignments are made in accordance with section 13.04. In addition, but exclusive of program need as defined in 13.01.06 such preferences shall also be considered for Members who express a willingness to become qualified within one calendar year, and where that commitment is acceptable to the Ministry of Education. A Member who provides that commitment but fails to become qualified may be administratively transferred as per 13.02.03.
- (c) 13.03.04 (b) does not apply in areas of program need as defined in 13.01.06.
- (d) Surplus to school letters shall be rescinded when assignments are made in accordance with section 13.04 or when letters of retirement, resignation, or leave requests are approved after notification of surplus and until the conclusion of the transfer/surplus procedure.

#### 13.04 Assignment of Surplus Members and Those Requesting Voluntary Transfers

- 13.04.01 Members who have requested a transfer under 13.02.01, and whose request for transfer has not been withdrawn prior to May 15th, as well as those who are surplus to school under section 13.03, shall be placed on the same list in order of seniority. A Member shall have a one-time opportunity to modify his/her request for voluntary transfer by making additions or deletions to his/her preferences prior to May 15th. (Note: When May 15th falls on a weekend or holiday, the deadline is understood to be noon of the first work day following.)
- 13.04.02 Teaching positions that are available will be offered to the Member from the list with the greatest seniority, subject to program, according to one of the following criteria:
- (a) the Member has requested a transfer to that school/location;
- (b) the Member is surplus to a school.
- 13.04.03 It is understood that other Members, i.e. those not on the list, are not eligible to apply for any open positions until the conclusion of this assignment process under 13.04.
- 13.04.04 Members who are being offered an assignment under this process shall be contacted by phone at an appropriate time by the designated Superintendent.
- 13.04.05 The transfer/surplus assignment process shall commence on the first instructional day of June. This date may be modified by mutual agreement of both Parties.
- 13.04.06 (a) Members who were on part-time assignment shall not be offered greater than their entitlement at the time they were declared surplus; however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under the process.
- (b) Members making a voluntary request for a transfer under 13.02.01 who were on part-time assignment shall not be offered greater than their entitlement at the time

this process begins; however, it is understood that they are entitled to the equivalent portion of any assignment that becomes available to them under the process.

13.05 Declaration of Redundancy

- 13.05.01 Redundancy occurs when the full-time equivalent number of Members in the elementary panel exceeds the full-time equivalent number of teaching positions for the next school year, as determined by the application of the staffing provisions (Article 20) of this Agreement.
- 13.05.02 Reductions in staff due to redundancy shall start at the bottom of the Seniority List with the least senior Member and proceed up the ranked list, subject to program need as per 13.01.06.
- 13.05.03 The President of the Local will be provided with a copy of the list of redundant Members five (5) instructional days prior to May 15.
- 13.05.04 When redundancy exists, the Employer shall notify, in writing, the Member(s) whose employment may be terminated because of redundancy by no later than May 15.
- 13.05.05 Surplus teachers who have refused all assignments from the list of available teaching positions shall be placed on the redundancy list according to seniority. It is understood that a surplus teacher who has not accepted a position as per 13.06 and is placed on the recall list has waived his/her right to notification of redundancy as specified in 13.05.

13.06 Acceptance/Rejection of Assignment

- 13.06.01 Members whose transfer request has been matched, or Members who accept a transfer shall, subject to seniority, have their divisional assignment guaranteed for a period of one school year unless a different divisional assignment has been mutually agreed upon, or unless there are extenuating circumstances requiring a reorganization.
- 13.06.02 For Members who have requested a voluntary transfer, the transfer will be made, and no acceptance is required, if the transfer is a match with the requested school/location as well as the division/specialty request.
- 13.06.03 For Members who have requested a voluntary transfer, and their proposed transfer matches the requested school/location but does not match the division/specialty request, the Member must make a decision about acceptance of the transfer offer within one hour.
- 13.06.04 For Members who are surplus to a school, the decision to accept or refuse the proposed surplus assignment shall be made within two (2) hours.
- 13.06.05 Members who have requested a voluntary transfer, and have refused an offer under 13.06.03, shall retain their placement on the list until a vacancy occurs which is a match on both requested school/location and division/specialty, or until the assignment process is completed and it has been determined that the transfer cannot be accommodated.
- 13.06.06 Surplus teachers who have refused all assignments from the list of available teaching positions shall be placed on the redundancy list according to seniority. It is understood that a surplus teacher who has not accepted a position as per 13.06 and is placed on the recall list has waived his/her right to notification of redundancy as specified in 13.05.
- 13.06.07 On commencement of the transfer/surplus assignment process, an up-to-date list of available teaching positions shall be provided at the end of each school day, by fax

and e-mail, where possible, to each elementary workplace. It is understood that, in the event of technical breakdown, the Member is expected to contact a neighbouring school, the ETFO-TLETL office, or the Superintendent of Elementary Operations for a copy of the current list.

### 13.07 Lay-off/Recall

- 13.07.01 The Employer shall establish and maintain a recall list of all Members declared redundant.
- 13.07.02 Members who have been laid off due to redundancy shall be recalled to staff vacancies based on seniority and program need, as defined in 13.01.06, subject to qualifications. While a Member is on the recall list, sick leave credits shall be retained but shall not accumulate.
- 13.07.03 Members who are eligible for recall shall file with the Employer their most recent address and telephone number, with a copy to the President of the Local. Members shall be responsible for advising the Employer and the President of the Local if they will be unavailable for recall for a specified period of time (not to exceed three (3) months).
- 13.07.04 When a position becomes available, the Employer shall endeavour to contact the Member being recalled by telephone and by courier or registered mail. Inability to reach the Member within four (4) work days, or a refusal to accept the position within that time-frame, shall enable the Employer to contact the next person on the list.
- 13.07.05 A Member on the recall list shall retain such status for a maximum period of three (3) years, subject to 13.07.06.
- 13.07.06 A Member who refuses recall to a position, for which the Member is qualified or for which the Member has expressed a preference (see 13.03.04), on more than two (2) occasions, shall be removed from the recall list and will not be offered any further employment opportunities provided that:
- (a) refusal to accept a recall to a school which exceeds the geographic limitations set out in 13.02.03, shall not be considered a "refusal" within the meaning of this paragraph;
  - (b) other refusals to recall may also be exempted from this paragraph, provided that reasons for such refusal are acceptable to the Director or designate; and
  - (c) unavailability for recall in accordance with 13.07.03, and refusal of part-time assignment under 13.07.08, shall not result in a "refusal" in accordance with this paragraph.
- 13.07.07 Members who were on part-time assignment at the time they were laid off shall be recalled to part-time assignments only.
- 13.07.08 Members who were on full-time assignment shall be recalled to either full-time or part-time assignments, provided that Members who had full-time assignments shall have the right to refuse a part-time assignment without losing their right of recall. A Member who accepts less than his/her entitlement has a right to be offered subsequent positions which are compatible with his/her assignment and/or entitlement, subject to qualifications and program need as per 13.01.06.
- 13.07.09 A Member on the recall list shall be entitled to continue to be enrolled, at the Member's own expense, in the group benefit plans, in which the Member was enrolled immediately prior to being declared redundant.
- 13.07.10 Available staff vacancies shall be offered to qualified Members on the recall list prior to any posting.

- 13.07.11 A Member on lay-off who has achieved employment with another employer, and who accepts recall, will be allowed two (2) weeks notice to that employer prior to commencing in the new position with the Board.
- 13.07.12 A Member who is recalled to a position is considered, for the purposes of seniority, to have unbroken service with the Board, in accordance with Article 12.

13.08 General

The President of the Local and/or the Joint Staffing Committee shall be provided with all relevant information in order to ensure that the procedures related to transfer, surplus, redundancy, lay-off and recall are followed.

**ARTICLE 14 - LOCAL AND GENERAL PROVISIONS**

14.01 Definition of Grievance

Any dispute or difference involving the interpretation, application, administration or alleged violation of this Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, in which case efforts shall be made to settle any such grievance fairly and promptly in the following manner.

14.02 Informal Complaint Stage

If a Member and/or the Local designate is/are unable to resolve by informal discussion with the Principal (supervisor) and/or appropriate Superintendent any question as to the interpretation, application, administration, or alleged violation of the terms of this Agreement, including any question as to whether a matter is arbitrable, a grievance may be filed as hereinafter provided.

14.03 General Provisions

- 14.03.01 The Parties to a grievance are the Union/Local and the Employer.
- 14.03.02 If there are two (2) or more grievances concerning similar matters, they may, upon mutual consent, be heard or considered together as one grievance.
- 14.03.03 The time limits fixed for the grievance procedure under this Agreement are mandatory, and may be extended or abridged only upon the written consent of the Parties.
- 14.03.04 In dealing with any particular grievance, one or more steps in this grievance procedure may be omitted upon the written consent of the Parties.
- 14.03.05 For the purposes of this Article, the term "day" shall mean a scheduled instructional day within the school year.
- 14.03.06 The terms of settlement of any grievance, at any step, shall be put in writing and signed by the authorized representative(s) of the Parties.
- 14.03.07 Any grievance in the case of a Member who has been dismissed for cause, shall be filed at Step Two within ten (10) days of receipt of written notice of termination.

14.04 Grievance Procedure - Individual and Group Grievances

In the case of a grievance by the Union/Local on behalf of one of its Members or a group of Members, the following steps shall apply:

14.04.01 Step One



The grievance must be submitted in writing to the appropriate Superintendent or designate within thirty (30) days of the date the cause for the grievance became known, or ought reasonably to have been known.

The grievance shall specify the essential nature of the matter at issue, the particular provision(s) of the Agreement which is (are) alleged to have been violated, and the remedy requested, and shall be signed by a duly authorized representative of the Union/Local.

The Union/Local and the appropriate Superintendent or designate shall meet within ten (10) days from the receipt of the grievance to discuss the matter(s) at issue and to endeavour to effect a settlement. The Superintendent or designate shall respond in writing to the grievance within ten (10) days of the meeting.

#### 14.04.02 Step Two

If the grievance remains unresolved after Step One, the grievance may be referred, in writing, to Step Two within ten (10) days of the Step One response, or within ten (10) days of the expiry of the Step One deadline, whichever first occurs. The Step Two referral shall be directed to the Director of Education and the Chief Negotiator/Grievance Officer, who shall then arrange a meeting between representatives of the Union/Local and a three-person sub-committee of the Board's Executive Council. The meeting shall be held within fifteen (15) days of receipt of the Step Two referral. A written response to the grievance shall be provided within ten (10) days of the meeting.

#### 14.04.03 Step Three

If the grievance remains unresolved after Step Two, the Union/Local may submit the grievance to arbitration as per 14.07.

#### 14.05 Policy Grievances

The Employer or the Union/Local may initiate a policy grievance beginning at Step Two of the grievance procedure. Such grievance shall be initiated by giving written notice to the other Party within thirty (30) days following the day that the cause for the grievance became known or ought reasonably to have become known to the grieving Party. In the case of an Employer grievance, the grieving and responding roles as set out above are appropriately reversed.

#### 14.06 Grievance Mediation

At any stage of the grievance procedure, the Parties, by mutual consent in writing, may elect to resolve the grievance by using grievance mediation. The Parties shall agree on the individual to be the Mediator and the timeframe in which a resolution is to be reached.

The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed, in writing, to use the grievance mediation procedure. Upon written notification of either Party to the other Party indicating that the grievance mediation is terminated, the timelines in the grievance procedure shall continue from the point at which they were frozen.

The fees for the Mediator shall be shared equally by the Parties.

#### 14.07 Arbitration

14.07.01 The Party seeking to proceed to arbitration shall notify the other Party of such intent, in writing, no later than ten (10) days following receipt of the response at Step Two, or from the expiry of the time for giving such response.

14.07.02 (a) Where a grievance is referred to arbitration, it shall be heard by a single arbitrator (except as provided in (b), below), and the referring Party shall indicate, in writing,

its suggested arbitrator(s). The response to the referral to arbitration shall indicate agreement to (one of) the proposed arbitrator(s), or indicate alternative suggested arbitrator(s). If the Parties are unable to agree upon an arbitrator within twenty (20) days, the Parties shall ask the Ontario Ministry of Labour, Office of Arbitration, to appoint a single arbitrator.

(b) In any particular grievance, either Party may request a Board of Arbitration, rather than a single arbitrator. In that event, either the referral to arbitration or the response to the referral to arbitration, as the case may be, shall specify the request for a Board of Arbitration, and shall contain the name of the Party's appointee to the Board. The other Party shall, within five (5) days, inform the first Party of the name of its appointee to the Board of Arbitration. The two (2) appointees so selected shall, within fifteen (15) days of the appointment of the second of them, appoint a third person who shall be the chairperson. If the two (2) appointees fail to agree upon a chairperson within the time specified, the appointment shall be made by the Ontario Ministry of Labour, Office of Arbitration, at the request of either Party.

- 14.07.03 The provisions of paragraphs 14.07.04, 14.07.05 and 14.07.06 related to an Arbitration Board shall similarly apply to a single Arbitrator.
- 14.07.04 The Arbitration Board shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.
- 14.07.05 No person may act as a Member of the Board of Arbitration if that person has been involved in any attempt to negotiate or settle the grievance.
- 14.07.06 The decision of the Board of Arbitration shall be final and binding upon the Parties to this Agreement. Should there not be a unanimous decision, the decision of the majority shall govern: and if there is no majority, the Chairperson's decision shall govern.
- 14.07.07 If a grievance is heard by an Arbitration Board, each of the Parties, being the Employer and the Union/Local, shall be responsible for the fees and expenses of its own appointee, and the Parties shall share equally the fees and expenses of the Chairperson. If the grievance is heard by a single Arbitrator, the Parties shall be responsible for an equal share of the fees and expenses of the Arbitrator.
- 14.07.08 In the case of a Board of Arbitration, the decision shall be given within sixty (60) calendar days after the hearing on the matters submitted to arbitration is concluded. In the case of a single Arbitrator, the decision shall be given within thirty (30) calendar days after the hearing on the matters submitted to arbitration is concluded.
- 14.07.09 Powers of the Arbitrator/Board of Arbitration  
An Arbitrator or Board of Arbitration, as the case may be, has the powers specified under the **Labour Relations Act**.
- 14.07.10 Attendance at Grievance Meetings  
Excluding arbitration, attendance at grievance meetings is at the discretion of the Member, provided:
- (a) if the attendance is required by the Employer, coverage for the Member absence is the responsibility of the Employer.
  - (b) if the attendance is required by the Union/Local, or is at the request of the Member, responsibility for coverage of the Member absence is the responsibility of the Union/Local. Reimbursement for costs shall be at the daily occasional rate.

As far as is practicable, such meetings shall be held outside of instructional hours.

Coverage for any Member's attendance at an arbitration hearing shall be the responsibility of the Party requiring the Member's attendance. Reimbursement for costs shall be at the daily occasional rate.

## **ARTICLE 15 - CUMULATIVE SICK LEAVE**

### **15.01 Sick Leave Account**

15.01.01 Each Member is entitled to an annual sick leave allowance of twenty (20) days per school year, on the first working day of the school year. Such allowance shall be pro-rated for Members who are employed less than full-time. Members who commence employment during the school year shall be credited with a pro-rated number of sick days on the Member's first day of work.

15.01.02 A record shall be maintained of each Member's credited and accumulated sick leave, and each Member will be advised in writing by September 30 of each year of the Member's total sick leave accumulation. Upon the acceptance of a letter of resignation from a Member, and upon written request, the Employer shall provide the Member with an up-dated statement of accumulated sick leave within thirty (30) school days of receipt of the written request.

### **15.02 Sick Leave Credit Accumulation**

15.02.01 The unused portion of the annual sick leave allowance may be carried forward and accumulated from year to year, to a maximum of two hundred (200) days. Notwithstanding the above, a Member may accumulate up to three hundred (300) days for the purposes of Retirement Gratuity.

15.02.02 A Member who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Board or another Collective Agreement or employment relationship with the Board shall be entitled to have such accumulated sick leave credited according to the limits in 15.02.01.

### **15.03 Transfer of Credits**

For any newly-hired Members, sick leave credits from an eligible previous employer are transferable in accordance with sub-section 180(4) and 180(6) of the *Education Act*, but are not available as a credit to augment any retirement gratuity entitlement. Such transferred credits shall be used first in case of absences chargeable to sick leave. Sick leave credits obtained prior to any interruption of teaching employment will not be recognized. For the purposes of this clause, where a Member has been recalled following lay-off, the period of time on lay-off shall not be viewed as an interruption of teaching employment.

### **15.04 Account Debited**

Deductions from a Member's accumulated sick leave for absences of less than a full day shall be pro-rated to the nearest half day. Leave taken because of personal illness, emergency treatment, doctors appointments, hospital tests, medical consultation or therapy shall be charged against sick leave credits.

### **15.05 Medical Certificate**

(a) If an absence due to illness/injury extends beyond three (3) consecutive work days, a Member shall provide a medical certificate from a duly qualified medical or dental practitioner, if requested.

(b) For longer absences, in extenuating circumstances, and/or as part of the Employer's attendance management program, the Director (or designate) may require a medical

certificate. This medical documentation shall include the date the absence commenced, the medical reason for the absence, an indication of any ongoing treatment, and either the anticipated duration of the absence or the date of the next medical review. The Employer shall reimburse the Member for the cost, if any, of the medical certificate.

15.06 Workplace Safety and Insurance Act

- 15.06.01 A Member without accumulated sick leave who is unable to perform his/her regular duties because of a condition compensable under the *Workplace Safety and Insurance Act* shall receive such benefits as awarded by the W.S.I.B.
- 15.06.02 (a) A Member who, on the date of a compensable accident, has accumulated sick leave available shall continue to receive full salary and employee benefits for the duration of the compensable absence until such time as the sick leave accumulation is depleted. Upon the depletion of sick leave, the Member shall receive only those benefits to which the Member is entitled by W.S.I.B. regulations and/or Long Term Disability benefits under the Elementary Teachers' Plan (if eligible).
- (b) During the period of time that the Member is in receipt of W.S.I.B. benefits and the Board is continuing to pay full salary, the period of absence to be charged against available sick leave credits shall be reduced to reflect, on a proportionate basis, the salary component that is paid by the Employer.

15.07 Sick Leave is not available to augment benefits from Long-Term Disability.

**ARTICLE 16 – RETIREMENT GRATUITY**

16.01 A retirement gratuity will be paid to any Member who has a minimum of ten (10) years of continuous service, immediately prior to retirement, with Trillium Lakelands District School Board and/or one of its predecessor Boards and who, upon retirement, qualifies for the immediate payment of a pension from the Ontario Teachers' Pension Plan. For the purposes of the qualifying period, an approved leave does not constitute an interruption of "continuous service". "Immediate payment of a pension" under this paragraph means the retiring Member will be eligible to receive a pension from the Ontario Teachers' Pension Plan within six (6) months from the date of retirement, and written documentation from the Ontario Teachers' Pension Plan Board will be provided to the Employer by the retiring Member. For clarity, a Member who is "eligible to receive a pension", but opts for the commuted value benefit, shall remain eligible for a retirement gratuity.

16.02 Calculation

16.02.01 Except as provided in 16.03 below, the gratuity shall be calculated as follows:

$$\frac{A}{200} \times \frac{N}{2} = G$$

Where A = the Member's annualized earnings (including any allowances) at the rate received by the Member immediately prior to retirement or death;

And N = the number of sick leave days accumulated while the Member was in the employ of the Board or one of its predecessor Boards, and remaining in the Member's sick leave account at the time of retirement, but not including those days transferred from another Board, municipality or Ministry of Education;

**NOTE:** Members who were previously employed by the Muskoka Board of Education, who did not have retirement gratuity entitlement prior to the September 1, 1998 to August 31, 2000 Agreement between the Parties, shall begin to accumulate sick leave credit for the purposes of retirement gratuity beginning September 1, 1998,

and sick days accumulated prior to September 1, 1998 shall not be counted under "N" in the formula set out above. It is understood that this clause shall not affect the total accumulated sick leave for any such Member, but only sick leave accumulated for retirement gratuity purposes. It is further understood that, for such Members, sick leave usage shall be charged first against pre-September 1, 1998 sick day accumulations.

And G = the gratuity to a maximum of one-half year's annualized earnings (including any allowances) at the rate received by the Member immediately prior to retirement or death.

- 16.02.02 A Member may accumulate up to three hundred (300) days for retirement gratuity purposes, but if, at the time of death or retirement, the credit exceeds two hundred (200) days, only two hundred (200) days may be used in the formula in 16.02.01.
- 16.03 As per sub-section 180 (3) of the *Education Act*, a Member who elects to accept an offer from the Employer for a reduction in employment from full-time to part-time (including in the year preceding retirement or death) is entitled to a gratuity of up to one-half of the Member's full-time annual rate of earnings at the time of retirement or death.
- 16.04 For the Employer's planning and budgeting purposes, six (6) months' notice of retirement will be given, except in the case of illness or unexpected circumstances where the notice requirement will be waived.
- 16.05 A retirement gratuity will be paid to the Estate of a Member who dies while in the employ of the Board under the same terms and conditions as if the Member had retired in a normal manner.
- 16.06 Payment will be made in:
- (a) a bulk payment to the Estate of the deceased Member within three (3) months of the death of the Member; or
  - (b) at the discretion of the Member at any time in a bulk payment between September and June of the following school year.

## **E 17 - LEAVES OF A**

### **17.01 Special Long Term Leaves of Absence**

- 17.01.01 A Member may request Special Long Term unpaid leave of absence of up to three (3) consecutive school years. Any request for such a leave shall be submitted, in writing, to the Director or designate on or before the Monday after the March Break in the academic year preceding that in which the leave is to commence, with a copy to the Local President and the Principal. Leaves which might be requested for January 1 shall be submitted by the preceding October 15. The Employer shall respond to the Member, with a copy to the Local President, by no later than May 15 for a leave beginning in September, and no later than December 15 for a leave beginning in January. Leaves may be considered, with mutual consent, for other timeframes.

Such leaves may be granted for various reasons, which may or may not involve educational endeavours.

It is further understood that such leaves may be granted for the purpose of campaigning for or serving as an elected official with the Federal, Provincial or Municipal government, or for humanitarian/health reasons in cases where sick leave credits have been exhausted.

- 17.01.02 Leaves shall be granted if there is a Member on the recall list, according to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall, who is qualified for and accepts the position. In all other cases, Special Long Term leave may be granted subject to

program needs and paragraph 17.04. A request for leave of absence without pay shall not be unreasonably denied.

- 17.01.03 A Member returning from a Special Long Term leave shall be reinstated to the position and worksite which the Member held prior to the leave, subject to paragraph 17.04.03. If the position no longer exists, the Member shall be placed in a comparable position at the work site subject to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall.
- 17.01.04 A Member on such a leave of absence shall be entitled to participate, at the Member's own expense, in the insured benefit plan as outlined in Article 11. While on Special Long Term leave, sick leave credits shall be retained but shall not accumulate.
- 17.01.05 Authorized Special Long Term Leaves of Absence do not constitute a break in continuous service for seniority purposes, as specified in paragraph 12.03(c).
- 17.01.06 A Member on such a leave of absence shall be entitled to receive any outstanding financial compensation on the first payroll date as is practicable following the commencement of the leave.
- 17.01.07 A Member on special leave of absence is considered to be in the employment of the Board. If, during a special leave of absence, a Member accepts a teaching position with another Board or educational employer in Canada, no further leaves will be granted and the Member must either return to active employment with the Board or resign. Notwithstanding the above, a Member on an approved special leave of absence may be employed as an occasional teacher.

## 17.02 Short-Term Leaves of Absence

### 17.02.01 Paternity/Adoption Leave

The Employer, upon the request of a Member, and receipt of a medical certificate stating that a Member's spouse is pregnant, shall grant the Member one day of paternity leave without loss of pay, benefits or deduction from sick leave. This leave may be taken at the Member's discretion, in whole or in part, during the pregnancy or following the birth of a child.

A Member adopting a child who does not take parental leave in accordance with 18.01, Pregnancy and Parental Leave, shall be entitled to three (3) days of adoption leave without loss of pay, benefits or deduction from sick leave.

### 17.02.02 Bereavement Leave

A Member shall be granted up to five (5) days leave of absence with pay and without deduction from sick leave in the case of the death of a spouse, parent and/or child. A Member shall be granted up to three (3) days leave of absence with pay and without deduction from sick leave in the case of the death of a sibling, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, grandchild and fiancé(e). One day with pay and without deduction from sick leave shall be granted in the case of the death of an aunt, uncle or grandparent-in-law, and in the case of a close personal friend, one day shall be granted to attend the funeral.

It is understood that "spouse" includes legally recognized spousal equivalents.

At the discretion of the Director, or designate, up to two (2) additional days may be granted for special circumstances associated with any bereavement. In exceptional cases, at the sole discretion of the Director, additional days may be granted, on a paid or unpaid basis, in relation to a bereavement. Any such days shall not be charged against sick leave, nor against Compassionate/Personal Leave.

### 17.02.03 Compassionate/Personal Leave

- (a) Leaves of absence for other than personal illness may be granted without reduction of salary up to a total of three (3) days per school year as per 17.02.03 (b), subject to approval of the Principal. It is understood that the total number of days for paid Compassionate/Personal Leave shall not exceed three (3) days per school year. If the Member is refused leave by the Principal, the Member has the right to appeal to the Director of Education. This leave of absence is not cumulative. The annual Compassionate/Personal Leave entitlement shall be pro-rated for Members with less than full-time entitlement.
- (b) The Employer shall grant Compassionate/Personal Leave for:
1. Attending to the needs of an ill or injured Member of the immediate family. (Immediate family refers to son, daughter, spouse or any relative, including parent for whom the Member bears special responsibilities.)
  2. Accompanying an immediate family Member to a doctor's office or hospital.
  3. Needs directly related to the birth or adoption of a child.
  4. Attending a wedding, either:
    - (a) the Member's, or
    - (b) the wedding of an immediate family Member, as defined in 1. above, or
    - (c) where the Member is part of the wedding Party.
  5. Attending graduation exercises, either:
    - (a) the Member's, or
    - (b) the graduation of an immediate family Member, as defined in 1. above.
  6. Writing an examination from a post-secondary institution, including one-half day before the exam.
  7. Moving.
  8. Legal appointments.
  9. Municipal business.
  10. For the observance of Holy Days for a religion which is recognized in the *Marriage Act* as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies."
  11. Acting as a pallbearer at a funeral for which the Member is not eligible for a Bereavement Leave under 17.02.02.
  12. Attending an IPRC meeting or review for the Member's own child, where such a meeting cannot be scheduled outside of the Member's work day.
- Note: Wherever possible, requests for **personal/compassionate** leave days shall be submitted prior to the occurrence.
- (c) In special circumstances, the Director (or designate) may grant personal/compassionate leave for reasons other than provided for in (b) above.
- (d) Absences arising from 17.02.03 (a), (b) and (c) will be charged against sick leave credits.
- (e) The Director (or designate) may grant additional Compassionate/Personal Leave, without pay, to a maximum of **two (2)** days per school year.
- (f) A Member taking any of the leaves under 17.02.01, .02, or .03 shall complete the Employer's Personal Leave log at their school/worksite.

17.02.04 Quarantine, Jury and Witness Duty

- (a) Leave, without **loss** of pay, benefits or deduction from sick leave shall be granted to a Member who, because of exposure to a communicable disease, is

quarantined or otherwise prevented by order of the medical health authorities from attending upon his or her duties.

- (b) Members shall be granted leave, without **loss** of pay, benefits or deduction from sick leave, to serve as a juror or when subpoenaed as a witness in any proceeding to which the Member is not a Party, provided the Member pays to the Employer any fees received as a juror or witness, exclusive of travelling allowances and living expenses.
- (c) Where a Member in the employ of the Board is charged with an offence directly related to the Member's employment, the Member shall not suffer a **loss** of pay for the time spent in court under a summons.

### **17.03 Self-Funded Leave Plan**

**17.03.01** Any Member with a minimum of one year's service with the Board is eligible to apply for a Self-Funded Leave Plan, which has been developed to afford Members the opportunity of taking a one-year or half-year leave of absence, with pay, by spreading salary over a longer period of time (e.g. 4 years' salary over 5 years or one-half year's salary over 1 year). The maximum period for a Self-Funded Leave Plan shall be six **(6)** years.

The standard Self-Funded Leave Agreement Form will be shared with the Local.

**17.03.02** Applications for self-funded leave shall be submitted, in writing, to the Director (or designate) on or before the Monday after the March Break, with a copy to the Local President, the Principal and the Superintendent of Elementary Operations. The application shall specify the desired salary deferral program.

**17.03.03** Written acceptance or denial of the Member's request shall be forwarded to the Member by April **15**. An application for Self-Funded Leave shall not be unreasonably denied. Written denials will be accompanied by an explanation. An individual Self-Funded Leave Agreement shall be completed by June **30**.

**17.03.04** The salary and any accrued interest shall be paid to the Member in the manner specified in the Self-Funded Leave Agreement governing the Leave Plan of that Member.

**17.03.05** The individual Self-Funded Leave accounts shall be administered and invested by the Superintendent of Business. The Superintendent of Business will meet annually prior to June **15** with a committee of three **(3)** representatives appointed by the Bargaining Unit to review the operation of the plan and discuss the investment of the funds for the following school year. The rate paid on the funds shall not be less than the investment rate that is available on the Board's general revenue bank account. Prior to October **31**, the Employer shall provide each plan participant with a personal statement of account detailing transactions for the year ending August **31**, including interest earned for the year.

**17.03.06** While on self-funded leave:

- (a) the Member is entitled to participate, at the Member's own expense, in the insured benefit coverage as outlined in Article 11;
- (b) Teachers' Pension Plan deductions shall be continued in accordance with the regulations established by the **Teachers' Pension Act**;
- (c) sick leave credits shall be retained but shall not accumulate.

**17.03.07** A Member returning from self-funded leave shall be reinstated to the position and work site which the Member held prior to the leave, subject to paragraph **17.04.03**. If



the position no longer exists, the Member shall be placed in a comparable position at the work site subject to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall.

- 17.03.08 If a Member dies, resigns from the Board, is laid off, or is otherwise terminated, the Employer shall pay to the Member's estate or to the Member, as the case may be, within sixty (60) days, the amount of salary withheld up to that time, together with any accrued interest.
- 17.03.09 Any Member who began a Self-Funded Leave Plan with one of the predecessor Boards is entitled to continue that Plan in accordance with the terms and provisions previously entered into between the Member and the predecessor Board, subject to administration of the Plan in accordance with 17.03.05.
- 17.03.10 These provisions are subject to Revenue Canada requirements.
- 17.03.11 A Member who is approved for Self-Funded Leave on or after January 1, 2003 and subsequently withdraws, shall be subject to a two-hundred dollar (\$200.00) administrative fee. This fee may be waived by the Superintendent of Human Resources if there are extenuating circumstances which cause the Member to withdraw from the plan.

#### 17.04 General

- 17.04.01 Excluding leave for illness/injury and leave for Federation business, no combination of consecutive leaves under this article shall exceed three (3) consecutive school years. This stipulation may be waived at the sole discretion of the Director or designate in exceptional circumstances. This provision shall not abrogate the statutory entitlement of any Member.
- 17.04.02 With the exception of grid experience specifically recognized in Article 9 (Salary Grid), credit for grid experience does not accrue while a Member is on Self-Funded Leave or Long Term Leave.
- 17.04.03 For any Member returning from a leave of absence which is entirely within a school year, the return to work shall be to the same position and worksite.

For any Member returning from a leave(s) of absence of one (1) year or more, the guarantee of return to "the position and worksite" may be affected by any school reorganization that might have been necessary. This is subject to input and consultation regarding the returning Member's teaching assignment, following the same consultation procedure as with the rest of the school staff. (Note: It is the responsibility of the Member on leave to maintain current contact information to permit the required consultation.) The return will normally be to a position within the same division. Where this is not possible, the Superintendent responsible for Elementary Operations will review the circumstances, and discuss them with the President of the Bargaining Unit, to ensure that the return to duties is to a position as suitable as possible to both the teacher's and the school's needs.

It is understood that the return may be to another position by mutual consent.

#### 17.05 Federation Leave/Release Time

- 17.05.01 The Employer agrees to provide up to 4.0 F.T.E. Federation leaves for Local business. This leave shall be provided to those Member(s) who are identified by the Local, provided that the Local shall reimburse the Employer for the cost of the release, as follows:
- (a) the full Board cost for insured and statutory benefits coverage of the released Member(s);
  - (b) the full grid salary and any allowances of the staff Members on leave.

- 17.05.02 The Member(s) on Federation leave shall be entitled to all relevant terms and conditions of this Agreement as if working at their normal assignment.
- 17.05.03 A Member returning from Federation Leave shall be re-instated to the position and work site which the Member held prior to the leave, subject to paragraph 17.04.03. If the position no longer exists, the Member shall be placed in a comparable position at the work site subject to Article 13 - Transfer, Surplus, Redundancy, Layoff and Recall.
- 17.05.04 The Employer agrees to release Bargaining Unit Members for Union/Local business at the request of the President of the Local, provided that the Local shall reimburse the Employer at the daily occasional teacher rate. Total time release under this paragraph shall not exceed a total of sixty (60) days in any school year.
- 17.05.05 In addition to the Federation leave specified in 17.05.01 above, the Employer will also grant a leave of absence to a Member who holds elected office requiring full-time duty at the provincial level. In such cases, the Union shall similarly reimburse the Employer for the full cost of the Member being released. A Member on leave of absence under this paragraph shall be entitled to the rights specified in paragraphs 17.05.02 and 17.05.03 above.
- 17.05.06 The Employer agrees to release Bargaining Unit Members with Occasional Teacher coverage at the daily occasional teacher rate at the expense of the Local, for the purpose of negotiating a collective agreement with the Employer.

17.06 Family Medical Leave

- 17.06.01 The Employer, upon notification from the Member, shall grant an unpaid Family Medical Leave under the *Employment Standards Act, 2000* for up to eight (8) weeks in duration. The Member shall provide written notification as soon as possible. The Member shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the *Employment Standards Act, 2000*) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) weeks.
- 17.06.02 If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.
- 17.06.03 A Member on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Member will continue to make contributions to the pension plan for the period of the leave, unless the Member elects, in writing, not to make contributions.
- 17.06.04 The Employer shall continue to pay its portion of the costs of the Member's benefit coverage according to this Collective Agreement.
- 17.06.05 The Employer shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.
- 17.06.06 The duration of the Family Medical Leave is as defined in the *Employment Standards Amendment Act (Family Medical Leave), 2004*.
- 17.06.07 A Member returning from Family Medical Leave to active employment shall be reinstated to the position which the Member held prior to the leave. Notwithstanding this provision, the Member's return to active employment is subject to Article 13 – Transfer, Surplus, Redundancy, Layoff and Recall.

**ARTICLE 18 – PREGNANCY AND PARENTAL LEAVES**

18.01 General

- 18.01.01 A Member who has been employed for at least thirteen (13) weeks prior to the expected birth/adoption date shall be granted a pregnancy leave and/or parental leave upon a minimum of two (2) weeks' written notification to the Director or designate of the dates on which the Member intends to leave and return to active employment, with a copy to the TLETL President and to the Principal.
- 18.01.02 For pregnancy leave, the Member shall provide the Employer with a medical certificate indicating the expected date of birth.
- 18.01.03 The timing and length of the pregnancy leave and/or parental leave shall be at the discretion of the Member. The maximum pregnancy leave shall be seventeen (17) weeks and the maximum parental leave shall be thirty-five (35) weeks, in accordance with the **Employment Standards Act**. Any extension of the leave shall be in accordance with paragraph 18.08.
- 18.01.04 The Employer shall continue to pay its portion of the costs of the Member's benefit coverage according to this Agreement during the statutory leave period, unless the Member elects, in writing, not to continue the benefit coverage. A Member on such a leave shall be entitled to receive any outstanding financial compensation on the first payroll date as is practicable following the commencement of the leave.

18.02 S.U.B. Plan

18.02.01 Pregnancy Leave

For pregnancy leave only, the Board will pay a Supplementary Unemployment Benefit (S.U.B.) for Members eligible for E.I. The top-up will provide for one hundred percent (100%) of the Member's regular salary for the two (2) week waiting period, and the difference between what an employee received from E.I. and their regular wage for a maximum of a further six (6) week period. To receive pay, the Member must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the Member. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the Member taking their leave. On receipt of this information, the Board will process a lump sum payment for the top-up of benefits owing to the Member. The top-up payment from the Board will be payable to the Member only for those days during the two (2) week waiting period and the six (6) week top-up period which fall on regular school days (maximum forty (40) days).

If not eligible for E.I., the Member will be entitled to regular compensation from their sick leave bank, if requested, for a maximum of thirty (30) work days (or as otherwise determined by medical evidence).

18.02.02 Parental Leave

A Member granted a parental leave pursuant to this Article shall be compensated by the Employer under an Employment Insurance Commission of Canada (EIC) approved supplementary unemployment benefit plan for the two (2) week waiting period under EIC at a weekly rate equal to ninety-five (95) percent of the EIC weekly insurable earnings for the ten (10) day period provided that the Member:

- (a) is eligible for parental leave benefits under EIC laws and regulations; and
- (b) makes a claim to the Employer on a form to be provided indicating the weekly amount payable by EIC.

No supplementary benefit will be paid under this Plan for any week in the waiting period which falls outside the Member's normal employment period (i.e. July and August if ten (10) month employment). The supplementary benefit plan shall be subject to approval by E.I.C.

18.03 Early Return

A Member may terminate a pregnancy or parental leave and return to work upon providing the Board with four (4) weeks' written notice.

18.04 A Member on pregnancy/parental leave shall continue to accrue credit for sick leave and teaching experience for grid placement, as well as seniority in accordance with paragraph 12.03(c).

18.05 Return to Position

A Member returning from a pregnancy/parental leave to active employment shall be reinstated to the position and worksite which the Member held prior to the leave. If the position no longer exists, the Member shall be placed in a comparable position in the work site. Notwithstanding this provision, the Member's return to active employment is subject to Article 13 – Transfer, Surplus, Redundancy, Layoff and Recall.

18.06 Pregnancy Related Illness

Pregnancy is regarded as a normal health condition and not as a sickness. No distinction is made between pregnancy-related illness and other types of illness for the purpose of sick leave coverage.

18.07 Adoption Leave

For clarity, it is understood that adoptive parent(s) are eligible for Parental Leave. While it is expected that the adoptive parent will provide the two (2) weeks' written notice specified in 18.01.01, it is understood that when the child comes into the Member's care, custody and control sooner than expected, the Parental Leave may begin immediately.

18.08 Extended Leave for Child Care

18.08.01 Upon request to the Director or designate, a Member shall be granted an Extended Leave for Child Care of up to two (2) additional school years. While it is understood that Extended Leave for Child Care will normally be taken immediately following a Parental Leave, it is further understood that the leave may be taken at a later date. The following conditions shall apply to an Extended Leave for Child Care:

- (a) the Member must apply in writing for the extended leave at least six (6) weeks in advance of the commencement of the extended leave, with a copy to the TLETL President and the Principal.
- (b) the return from leave shall end on one of the following dates:
  - the end of the Christmas break;
  - the final day of the March break;
  - the end of the school year;
  - by mutual agreement, at another natural break in the school year.

18.08.02 A Member returning from an Extended Leave for Child Care shall be reinstated to the position and work site which the Member held prior to the leave. If the position no longer exists, the Member shall be placed in a comparable position in the work site, subject to Article 13 – Transfer, Surplus, Redundancy, Layoff and Recall.

18.08.03 A Member on an Extended Leave for Child Care shall be entitled to participate, at the Member's own expense, in the insured benefit plan as outlined in Article 11.

18.08.04 A Member shall continue to accrue seniority in accordance with paragraph 12.03 (c), but not grid experience, during an Extended Leave for Child Care.

**ARTICLE 19 - MEDICAL PROCEDURES**

- 19.01 No Member shall be required to do any medical or physical procedure for pupils that might in any way endanger the safety or well being of the pupil or subject the Member to risk of injury or liability for negligence. Such procedures include but are not limited to administration of medication, catheterization, lifting a pupil, physiotherapy, feeding handicapped pupils, postural drainage, manual expression of the bladder and toileting assistance.
- 19.02 It shall not be part of the duties and responsibilities of a Member to examine pupils for communicable conditions or diseases, or to diagnose such conditions or diseases.

**ART 20 – STAFFING & REGULATIONS**

20.01 Staffing

In accordance with the *Education Act*, related Statutes and Regulations of the Province of Ontario, the Board agrees to staff elementary schools at or below the prescribed staffing ratios, based on October 31st enrolment.

20.02 Divisional Class Sizes

The Employer, in consultation with the District Staffing Committee, shall consider the following factors when making decisions regarding assignment of teaching staff to classes:

<u>Division</u>	<u>Guideline</u>
JK/SK	19 ± 5
Primary	22 ± 5
Junior	26 ± 5
Intermediate	29 ± 5

It is understood that the factors are guidelines, and not mandatory.

20.03 School Year

The school year shall be in accordance with the *Education Act* and Regulations, and shall not exceed what is required by provincial regulations. It is understood and agreed that the Local will be consulted in the development of the school year calendar.

20.04 Lunch Break

A Member's interval for lunch break shall not be less than forty (40) consecutive minutes, and need not coincide with the scheduled interval for the lunch break of any other teacher or pupil, in accordance with Regulation 298, subparagraph 3(5.2) (RRO 1990, as amended O.Reg 492/01,S.1).

Any other arrangements which are agreed to shall be reported to and monitored by the Labour Management/Liaison Committee.

20.05 Extra-Curricular Activities

It is understood that extra-curricular activities are voluntary.

20.06 Supervision Time

20.06.01 Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred (300) minute instructional day (example: yard duty, hall duty, bus duty and lunchroom duty).

For clarification, only assigned duties:

- (a) before the beginning of opening exercises or the beginning of the instructional day, whichever occurs first;
- (b) during the lunch interval, nutritional break or recess;
- (c) after the school day;

shall be counted as part of the teacher's supervision duties.

20.06.02 Provided that these limits can be achieved without incurring any additional cost to the Board, and provided that students' safety is protected, the Board agrees that:

- (a) effective September 1, 2005 no teacher shall be required to perform supervision duties in excess of the average amount of supervision time assigned in his or her school as of March 1, 2005, subject to modifications or changes in the present worksite, or a change to a different worksite;
- (b) effective September 1, 2005, make every reasonable effort to limit the supervision time assigned to teachers to one hundred (100) minutes for each period of five (5) instructional days;
- (c) effective September 1, 2006, limit the supervision time assigned to teachers to one hundred (100) minutes for each period of five (5) instructional days; and
- (d) effective September 1, 2006, make every reasonable effort to limit the supervision time assigned to teachers to eighty (80) minutes for each period of five (5) instructional days.

20.06.03 Supervision time for teachers in less than a full-time assignment shall be pro-rated.

20.06.04 The District School Board Staffing Committee will develop supervision guidelines for schools for implementation each September, beginning September 2005. By August 31 (or a date agreed by the parties) of each school year, each In-School Staffing Committee, composed of teachers and school administration, shall propose a tentative supervision schedule for the following school year to the District School Board Staffing Committee for approval.

The following process shall be used to determine school supervision schedules or to resolve any dispute or issue related to the achievement or computation of the limits set out in 20.06.02 (b) above. The outcomes of this process are binding on both parties.

- (a) the In-School Staffing Committee shall submit the schedule to the District School Board Staffing Committee for approval;
- (b) in the event that the In-School Staffing Committee can not agree on a schedule, the matter will be referred to the District School Board Staffing Committee for resolution;
- (c) In the event that there is no agreement by the In-School Staffing Committee or approval by the District School Board Staffing Committee, the school principal will post an interim supervision schedule that will be in place until a final schedule is agreed upon.
- (d) If the District School Board Staffing Committee is unable to agree upon a supervision schedule for a school or schools, the schedule(s) shall be forwarded to the Provincial Stability Commission for final and binding decision in accordance with 20.06 (b) above.

## 20.07 Preparation Time

- 20.07.01 For the year commencing September 1, 2004 and ending August 31, 2005, all existing provisions and practices respecting preparation time will remain in effect.
- 20.07.02 Effective September 1, 2004 and until June 30, 2008, each full-time teacher shall be entitled to up to one (1) day, which could be taken in the format of ~~two~~ (2) half days, (or one (1) half day for part-time teachers with an entitlement of 0.5 or more), to be used for additional preparation time or special professional projects. This is an annual, non-cumulative entitlement. It is understood that access to this time for classroom teachers is based upon the availability of a supply teacher, and must be scheduled in consultation with the Principal, a minimum of two (2) weeks in advance. The teacher would normally be expected to be at the school, and the scheduling shall not conflict with any Board or school initiatives which have been planned, or about any holiday period or long-weekend. Any variance from the foregoing guidelines must be approved by the appropriate Superintendent.
- 20.07.03 In addition to any preparation time provided during professional activity days in clause 20.12 Professional Activity Days, and in clause 20.07.02 of this collective agreement, the Board shall ensure the following:
- (a) Effective September 1, 2005, each full-time Member shall be assigned the equivalent of one hundred sixty (160) minutes of preparation time, free from supervisory, teaching or other assigned duties for each period of five (5) instructional days. Preparation time coverage will be provided only for classroom teachers (including self-contained special education teachers).
  - (b) Effective September 1, 2006, each full-time Member shall be assigned the equivalent of one hundred eighty (180) minutes of preparation time, free from supervisory, teaching or other assigned duties for each period of five (5) instructional days. Preparation time coverage will be provided only for classroom teachers (including self-contained special education teachers).
  - (c) Effective September 1, 2007, each full-time Member shall be assigned the equivalent of one hundred ninety (190) minutes of preparation time, free from supervisory, teaching or other assigned duties for each period of five (5) instructional days. Preparation time coverage will be provided only for classroom teachers (including self-contained special education teachers).
  - (d) Effective June 30, 2008, each full-time Member shall be assigned the equivalent of two hundred (200) minutes of preparation time, free from supervisory, teaching or other assigned duties for each period of five (5) instructional days. Preparation time coverage will be provided only for classroom teachers (including self-contained special education teachers).
- 20.07.04 Once the two hundred (200) minutes of preparation time have been implemented, clauses 20.07.02 and 20.12 Professional Activity Days will cease to be operative and will be deleted from the Collective Agreement.
- 20.07.05 Preparation time shall be used for professional duties as determined by the teacher, and shall be scheduled exclusive of morning and afternoon recesses and the lunch interval within the instructional day.
- 20.07.06 Preparation time shall be allocated in blocks of not less than twenty (20) minutes.
- 20.07.07 Members on part-time assignment shall have their preparation time pro-rated.
- 20.07.08 Notwithstanding the foregoing, existing provisions or practices respecting preparation time which provide superior benefits (to a maximum of ~~two~~ hundred (200) minutes) to the provisions set out above shall not be eroded on a school level basis.

## 20.08 Teacher Absence

The Board shall provide an occasional/supply teacher when that is necessary due to the absence of a regular classroom teacher.

A Principal and/or Vice-Principal may replace an absent teacher.

20.09 Time for Traveling

A Member 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.

20.10 Travel Expenses

20.10.01 An itinerant Member whose assignment requires that they instruct at more than one worksite during a day shall receive a mileage allowance, in accordance with Board Policy/Administrative Procedure, for the distance travelled between worksites during the school day.

20.10.02 In respect of any other travel required and authorized by the Board, Members shall be entitled to claim a mileage allowance, in accordance with Board Policy/Administrative Procedure.

20.11 Staff Meetings

Each Principal shall determine the frequency and scheduling of regular staff meetings in consultation with the teaching staff at the school. Notice of regularly scheduled staff meetings will be provided to the teaching staff. Members shall have the right to place items on the staff meeting agenda.

20.12 Professional Activity Days

20.12.01 For each school year, the Board shall designate the second half of one (1) Professional Activity Day for appropriate professional activities including, but not limited to additional preparation time and/or appropriate professional activities.

20.12.02 For each school year, during the first half of November, the Board shall designate one (1) full Professional Activity Day for Elementary Teachers to be used at the school for report card preparation or other Member-initiated activities approved by the appropriate Superintendent. It is understood that the placement of this day may be altered, in consultation with the Local, as appropriate in relation to the needs of any modified or alternate school year program.

20.13 District School Board Staffing Committee

20.13.01 The Labour Management Liaison Committee described in Article 6 shall serve as the District School Board Staffing Committee.

20.13.02 Prior to any re-organization as per 13.02.05, the Staffing Committee shall discuss/review the organization of schools and the assignment of Members to schools.

20.13.03 Prior to November 15, the Staffing Committee shall discuss/review the organization of schools and the assignment of Members to schools.

20.13.04 Prior to April 15, the Staffing Committee shall meet to examine enrollment projections for the following school year and to make recommendations related to the number of Members to be assigned according to the projected enrollment.

20.14 In-School Staffing Committee



- 20.14.01 An In-School Staffing Committee shall be established in every school. The In-School Staffing Committees are advisory in nature.
- 20.14.02 The Committee shall be composed of:
- (a) the Principal and Vice-principal (where there is no Vice-principal, the Principal may designate an additional representative of the Board)
  - (b) the worksite ETFO-TLETL Union Steward or Union Associate
  - (c) two (2) Local Members from the school who are elected by the Local Members of the school.
- 20.14.03 The responsibilities of the Committee shall be as follows:
- (a) to propose a tentative supervision schedule, which shall be submitted to the District School Board Staffing Committee for approval prior to the Labour Day Weekend
  - (b) to provide input into the organization of the school timetable.
- 20.14.04 The In-School Staffing Committee shall be provided with information on enrolment projections, staffing allocations and supervision requirements after March 15<sup>th</sup> of the current school year, and prior to October 15<sup>th</sup> of the next school year.

#### **ARTICLE 21 – PROFESSIONAL DE**

- 21.01 The Employer will provide \$50,000.00 for each school year to be used for supporting Members' attendance at conferences, in updating courses and similar activities of a professional development nature. The fund will be administered by the TLETL Professional Development Committee composed of no fewer than three (3) Members. Information concerning the guidelines and application procedures for benefits under the plan are available from the Union Steward.
- 21.02 The President of the Local will provide the Director, on an annual basis, not later than October 15<sup>th</sup>, with a detailed report on the disposition of these funds for the previous school year.

## LETTER OF UNDERSTANDING

### Re: Benefits Review Committee

The parties hereby agree to establish a Benefits Review Committee subject to the following provisions:

1. The Committee shall hold its initial meeting within sixty (60) school days of ratification of the 2004-2008 Collective Agreement.
2. The Committee shall be composed of up to three (3) representatives of the TLETL and up to three (3) representatives of the Board.
3. Any other Agent/Agencies that the Parties mutually agree will assist their deliberations may be invited to attend Committee meetings to provide information. These individuals shall not be part of the decision-making and/or voting procedure.
4. Areas to be explored by the Committee shall include, but are not limited to the:
  - (a) selection of outside benefit consultants;
  - (b) total amount of funds budgeted for benefit contributions for TLETL Members;
  - (c) methodology used to calculate monthly premium amounts;
  - (d) methodology used to calculate monthly premium amounts for benefit enhancements;
  - (e) rates of inflation utilized in calculating current and projected benefit premiums;
  - (f) utilization of each type of benefit expenditure;
  - (g) determination of disbursements of premium refunds;
  - (h) examination of provincial trends regarding benefit funding contributions;
  - (i) benefit funding generated by the provincial funding formula.
5. The Committee shall meet on a quarterly basis to examine the utilization data and review the financial status of the benefit plan to ensure the benefit plan maximizes the delivery of benefits to teachers and limits cost increases to the Board.
6. The Committee will review the existing benefit plans and investigate alternative models of benefit provisions.
7. The Committee may make recommendations for plan improvements for consideration and decision-making by the Employer during the term of this agreement.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union

**LETTER OF UNDERSTANDING**

re: Report Card Preparation

Effective September 1, 2008, in order to provide additional time for report card preparation or other **Member-initiated** activities approved by the appropriate Superintendent, the Board shall designate one (1) full Professional Activity Day during November.

It is understood and agreed by the Parties that the placement of this day may be altered, in consultation with the Local, as appropriate in relation to the needs of any modified or alternate school year program.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

\_\_\_\_\_  
On behalf of the Employer

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On behalf of the Local/Union

**LETTER OF UNDERSTANDING**

re: Parent-Teacher Interviews

Realizing that parent-teacher interviews may significantly extend the length of the school day for Members, Principals, following input from staff, will structure the professional activity day such that it enables teachers flexible arrival and/or departure times in recognition of their extended day. Teachers and Principals may make other arrangements.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 14.

Effective June 30, 2008 this Letter of Understanding becomes null and void.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union

**LETTER OF UNDERSTANDING**

re: Parent-Teacher Interviews

Effective September 1, 2008, realizing that parent-teacher interviews may significantly extend the length of the school day for Members and Principals, the following procedures will be implemented if a professional activity day(s) is allocated by the Employer for parent-teacher interviews. Following input from staff, the professional activity day shall be structured such that it enables teachers flexible arrival and/or departure times in recognition of their extended day(s). Teachers and Principals may make other arrangements.

It is agreed that this Letter of Understanding, attached to this Collective Agreement, is part of the Collective Agreement and is subject to the grievance procedure in Article 14.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union

## LETTER OF UNDERSTANDING

### Re: Criminal Reference Checks

WHEREAS Regulation 521/01 of the *Education Act* requires the Employer to conduct criminal reference checks for existing Employees, as well as to collect annual offence declarations from Employees;

IT IS THEREFORE UNDERSTOOD and agreed that:

1. **All** reference checks, offence declarations and related documentation which are obtained pursuant to Regulation 521/01 shall be stored in a separate and secure location and maintained in a confidential manner. Access to such records and information shall be strictly limited to the Superintendent of Human Resources and the H.R. Department staff, although this does not preclude consultations with appropriate officials under paragraph 2 below.
2. The Trillium Lakelands District School Board shall not release any information about an employee obtained pursuant to Regulation 521/01 of the *Education Act* (or any subsequent regulation or law) without the permission of the employee, except for the purpose of considering a recommendation for disciplinary action against the employee or as otherwise required by law. Such consideration may involve only Senior Administration, the Board, legal counsel and/or adjudication advisors of the OESC, as appropriate.
3. The Local may grieve any disciplinary action taken against an Employee based on or related to the information that the Employee is required to provide to the Trillium Lakelands District School Board pursuant to the requirements of Regulation 521/01 of the *Education Act*, or any subsequent regulation or law.
4. The Board shall consult with the Local regarding any changes to the Board's policy or operating procedure with respect to criminal record checks, as well as any changes the Board makes to the offence declaration form.
5. This Memorandum of Understanding attached to this Collective Agreement, is part of the Collective Agreement and is subject to the Grievance Procedure in Article 14.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union

## LETTER OF UNDERSTANDING

### Re: Pre-Transfer Postings

WHEREAS the Parties have entered into negotiations and are willing to consider a modification to the process in Article 13: Transfer, Surplus, Redundancy, Layoff and Recall of the Collective Agreement on a temporary basis;

IT IS THEREFORE UNDERSTOOD and agreed that:

1. The following procedures on **Pre-Transfer Postings** will be implemented on a trial basis during the 2005/2006 school year.
2. This Letter of Understanding will be reviewed by the Parties at the end of the 2005/2006 school year to examine the possibility of renewal or revision. If at the end of the review process no agreement is reached by the Parties regarding the procedure for the implementation of **Pre-Transfer Postings**, this Letter of Understanding and all references to it in the Collective Agreement will become null and void.
3. Only Members of TLETL will be eligible to apply for the positions posted as part of this Letter of Understanding. Teachers declared redundant for the following school year will not be eligible to apply for positions posted as part of this Letter of Understanding.
4. Members identified above will be eligible to apply for positions posted as part of this Letter of Understanding, but shall not be offered greater than their entitlement at the time the positions were posted. It is understood that Members are entitled to the equivalent portion of any assignment that is posted under this Letter of Understanding.
5. The dates for the **Pre-Transfer Postings** process will be agreed upon each year between the Local and the Employer. This step of the process can commence, at the earliest:
  - (a) after the date for surplus and redundancy declaration, or
  - (b) after the surplus date if the Employer has declared that there will be no redundancy.

This step of the process must be completed a minimum of three (3) instructional days before the agreed upon date for the Voluntary Transfer step.
6. Staff vacancies will be posted internally in all schools/worksites for two (2) instructional days. **Postings** shall include the specific assignment (grade(s) or subject area(s)) for the following school year. Each successful applicant shall have their divisional assignment guaranteed for a period of one school year unless a different assignment has been mutually agreed upon. **Postings** shall be identified as only open to TLETL Members.
7. A copy of the **postings** will be sent to the Local President two (2) instructional days prior to their release to the schools/worksites.
8. Qualified internal applicants shall be interviewed as per paragraph **8.12.04**. Interview dates will be included on the **postings**. If a school has more than one posting, candidates can be interviewed for both **postings** in one interview.
9. If there are three (3) or more applicants for a position, then the vacancy shall be filled from among the applicants. If there are two (2) or fewer applicants, the vacancy may be filled in accordance with paragraph 13.04.
10. Interviews shall be scheduled centrally in Bracebridge, Haliburton and Lindsay in order that the interview process can be completed prior to the date agreed upon in item 6 above.
11. All applicants shall be notified of the results of the interview process within **48** hours of the interview.

12. Once having accepted a staff vacancy, orally or in writing, a teacher shall not be entitled to participate in the voluntary transfer process until the next school year.
13. Staff vacancies created by the Pre-Transfer Postings process shall be offered to Members in accordance with paragraph 13.04 (Assignment of Surplus Members and Those Requesting Voluntary Transfers).
14. It is understood that this Letter of Understanding is subject to the Grievance Procedure in Article 14.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union



## LETTER OF INTENT

### Re: Salaries

WHEREAS the Provincial Government established a Framework for Local Agreements dated April 22, 2005 which included provisions for the re-opening of salaries

IT IS THEREFORE agreed as follows:

1. If, in accordance with paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial government provides to the Board additional funding specifically for elementary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 9 of this Collective Agreement), then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.
2. For clarity, paragraph 5 of the Framework for Local Agreements of April 2005 reads:

"5. Re-opener

The government will provide additional funding of up to a maximum of 0.5% above salary levels in each of the September 1, 2006 and September 1, 2007 agreement years as follows:

- If the province's tax revenues in the 2005-06 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-06 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%."

Dated at the City of Kawartha Lakes this **26th** day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union

**LETTER OF INTENT**

Re: Teacher Development Account

A one-time allowance for each full-time teacher shall be provided in an amount as determined by the Ministry of Education. The allowance shall be used between September 1, 2004 and August 31, 2006 for expenses incurred for computers, software, peripherals, professional material and courses. The parties shall jointly establish reimbursement procedures. Teachers teaching less than full-time shall receive a prorated portion of the allowance.

It is understood that reimbursements made under the Teacher Development Account are non-taxable, and that any monies not expended from the fund on August 31, 2006 shall be allocated to the Professional Development Account outlined in Article 21 of the Collective Agreement.

Dated at the City of Kawartha Lakes this 26th day of May, 2005

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On behalf of the Employer

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On behalf of the Local/Union

Dated at the City of Kawartha Lakes, Ontario this 26th day of May, 2005

on behalf of TRILLIUM LAKELANDS DISTRICT SCHOOL BOARD:

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Robert W. Orr – Chairperson

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David A. Hill – Director of Education

On behalf of THE TRILLIUM LAKELANDS ELEMENTARY TEACHERS LOCAL:

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Steven Colliver – President/Chief Negotiator  
E.T.F.O. – Trillium Lakelands Elementary  
Teachers' Local

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Kevin Adams – Collective Bargaining Representative  
E.T.F.O. – Trillium Lakelands Elementary  
Teachers Local

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Bill Martin – Executive Staff  
Elementary Teachers' Federation of Ontario

## PERFORMANCE APPRAISAL CONCEPTS

- Teacher performance appraisal ratings shall be limited to satisfactory and unsatisfactory. A comment stating "exceeds satisfactory" can be included in the evaluation.
- Two performance appraisals are to be completed for experienced teachers within their evaluation year, except for those teachers who receive a comment stating "exceeds satisfactory" during the first appraisal;
- Two performance appraisals in each of the first two years are to be completed for teachers new to the profession: the first appraisal must take place within the first forty instructional days of employment;
- The "third" performance appraisal (or fourth in cases of a satisfactory followed by two unsatisfactory reports) during the review status will be conducted by a supervisory officer.
- Teachers transferring from another school board will be appraised twice within the first year;
- The performance appraisal process shall not be initiated in June in any school year.
- Teachers shall be evaluated on a five-year evaluation cycle (if approved by the Ministry of Education);
- No member of the Union will be required to conduct a performance appraisal of a teacher.
- The salary of teachers will not be based on the performance appraisal ratings;
- During the teacher's evaluation year, the number of performance appraisals of a teacher shall not exceed the minimum required by the *Education Act*, except at the request of the teacher;
- A teacher shall be given at least forty-eight (48) hours' notice before a classroom visitation;
- The teacher shall receive the written performance appraisal, signed by the evaluator, within fifteen (15) school days following the classroom observation or the observation of other professional duties for teachers assigned outside of the classroom;
- When a teacher receives a performance appraisal which has been rated unsatisfactory, the Board shall notify the President of the Bargaining Unit within two (2) school days of the teacher receiving the report;
- Following an unsatisfactory performance appraisal rating, a teacher shall be allowed a minimum of forty (40) school days to improve before the next performance appraisal procedure begins. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines;
- Following notification that the teacher is "on review status", a teacher shall be allowed a minimum of eighty (80) school days to improve before the next performance appraisal procedure begins. In circumstances where prompt action is required in the best interests of students, the legislation provides for a departure from these timelines;
- Trillium Lakelands District School Board shall make every effort to use a common performance appraisal method;
- The content of the teacher's Annual Learning Plan will be developed by the teacher, in consultation with the Principal. The content will reflect both personal and educational initiatives in order to foster individualization.

## DATES AND DEADLINES AT A GLANCE

- October 15** ..... Request for Long-Term Leave of Absence for January. pg. 29, 17.01.01
- October 31** ..... Self-Funded Leave Plan Personal Statement of Account provided. pg. 32, 17.03.05
- November 22** ..... First Seniority List posted in schools. pg. 18, 12.06.02
- November 30** ..... Retirement. Resignation. Termination for December 31st. pg. 4, 8.05
- December 21** ..... Members to advise H.R. of Errors in Seniority List. pg. 18, 12.06.03
- January 15** ..... Final Seniority List posted in schools. pg. 18, 12.06.04
- Monday after  
March Break** ..... Applications for Self-Funded Leave Plan. pg. 32, 17.03.02
- Monday after  
March Break** ..... Application for Voluntary Transfer. pg. 19, 13.02.01
- Monday after  
March Break** ..... Request for Long-Term Leave of Absence for September. pg. 29, 17.01.01
- April 15** ..... Acceptance/Denial of application for Self-Funded Leave Plan. pg. 32, 17.03.03
- April 30** ..... Notification of Surplus to Schools. pg. 21, 13.03.03
- April 30** ..... Must have completed requirements for placement in a higher category retro-active to September 1st, pg. 8, 9.01.02(a)
- May 15** ..... Notification of Redundancy. pg. 22, 13.05.04
- May 15** ..... Withdrawal/modification of Voluntary Transfer Form. pg. 21, 13.04.01
- May 31** ..... Retirement. Resignation. Termination for June 30th. pg. 4, 8.05
- May 31** ..... Documentation required for category change retro-active to September 1st, pg. 8, 9.01.02(b)
- 1st instructional  
day in June** ..... Commencement of Voluntary Transfer/Surplus to School procedure. pg. 21, 13.04.05
- June 15** ..... Meeting for Self-Funded Leave Plan Committee, pg. 32, 17.03.05
- June 30** ..... Completion of Self-Funded Leave Plan Agreement. pg. 32, 17.03.03

53