

# COLLECTIVE AGREEMENT

Between

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST  
(hereinafter referred to as “The Employer”)

AND

ELEMENTARY TEACHERS’ FEDERATION OF ONTARIO

ONTARIO NORTH EAST LOCAL

REPRESENTING-ELEMENTARY SCHOOL TEACHERS  
(hereinafter referred to as “The Teachers”)

for the period

September 1, 1998 to August 31, 2000

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(hereinafter referred to as “The Teachers”)

for the period

September 1, 1998 to August 31, 2000

## **ARTICLE 1 – PURPOSE**

- 1.01 It is the purpose and intent of the Parties to set forth the terms and conditions of employment and other related provisions provided for in this Collective Agreement.
- 1.02 Except for error, omission, or inadvertence, it is the intent of the Parties and the purpose of the Collective Agreement to set forth the terms and conditions of employment, together with the salaries, allowances, and related benefits and to provide for the equitable settlement of all matters in dispute between the Parties. It is the further purpose of the Parties to set forth all matters mutually agreed to in this document, all of which constitutes the entire negotiated agreement between the Parties.

## **ARTICLE 2 – SCOPE AND RECOGNITION**

- 2.01 The employer being the District School Board Ontario North East (hereinafter referred to as “the Employer”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”) as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.
- 2.03 The Employer recognizes the right of the Local to receive assistance from the Union, or any other duly authorized agent, to assist in all matters pertaining to the negotiation and administration of this Agreement.

- 2.04 The Teachers recognize the right of the Employer to consult with their professional management and to obtain other such additional outside assistance as the Employer considers appropriate.

### **ARTICLE 3- UNION DUES AND ASSESSMENTS**

- 3.01 Effective September 1,1998, the Board shall deduct, for every pay period and for each teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the General Secretary within thirty (30) days of the dues being deducted. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.

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- 3.02 The payment shall be accompanied by a dues submission list showing the names, addresses, wages earned, and dues and assessments deducted. In addition to providing a written copy of this information the Board shall, where available, provide the information in electronic form.

- 3.03 The Union and/or the Local as the case may be, shall indemnify and hold the employer harmless from any claims, suits, attachments, and any form of liability as a result of such deductions authorized by the Union and/or the Local.

### **ARTICLE 4 – GENERAL**

- 4.01 All correspondence between the parties arising out of this Collective Agreement or incidental thereto, shall pass to and from the Director of Education or designate and the President of the Local.

#### **4.02 Statutory Responsibilities**

The Board agrees to abide by the Education Act, the Employment Standards Act, the Ontario Human Rights Code and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder.

- 4.03 Wherever the singular or masculine is used in this Agreement it shall be considered as if the plural or feminine has been used where the context of the Party or Parties require.

- 4.04 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement in an expeditious manner at Board expense.

- 4.05 The Local President shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.

4.06           **Evaluations**  
Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence. No other member of the Union shall be required or requested to evaluate a teacher's competence.

The Board shall have a policy on, and procedures for, evaluations. Any such policy or procedures shall be developed in consultation with the Union.

4.07           **Just Cause**  
No teacher shall be demoted, suspended, discharged, dismissed or disciplined in any way without just and sufficient cause. Such cause shall be provided to the teacher in writing, within 5 (five) calendar days from the time the teacher is informed of any such action. There shall be a meeting held between the teacher and a Board representative to discuss the matter. The teacher shall have the right to have a representative of the Union present.

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4.08           **Terminations and Resignations**  
A teacher who resigns shall do so in accordance with the Employment Standards Act (see appendix A ). A teacher whose employment is to be terminated shall be given notice in accordance with the Employment Standards Act. Terminations shall be subject to Article 4.07 Just Cause.

4.09           **Reasonable Exercise of Rights**  
The Board and the Union agree that their rights and responsibilities shall be exercised in a manner that is fair, reasonable, equitable, non-discriminatory, and consistent with this collective agreement and the prevailing statutes.

4.10           **No Penalty**  
The Board agrees not to penalize or discriminate against any teacher for participating in the activities of the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

4.11           **No Discrimination**  
The Board and the teachers agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of pardoned offences, marital status, family status or handicap, or by reason of membership or activity in the Union.

## **ARTICLE 5-SENIORITY**

- 5.01 The seniority list shall be determined in accordance with the provisions of this article and shall be used for the purpose of surplus and redundancy as set out in other provisions of this agreement.
- 5.02 The name of each Teacher shall appear on the seniority list established in accordance with the criteria set out below.
- 5.03 Seniority placement will be determined by November 1, using the established criteria.
- 5.04 The Employer shall be responsible for the production, distribution, storage, and retrieval of the seniority list and the documentation pertaining to the development of the seniority list.
- 5.05 The Employer shall provide the President of the Local with a copy of the seniority list.

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- 5.06 The Employer shall post a copy of the seniority list in an appropriate location at each work site by November 15 each year.
- 5.07 A member's seniority with the Employer as of January 1, 1998 will be based on the following criteria from their elementary predecessor Employer:
- total elementary teaching experience;
  - part-time elementary teaching experience to count as a full year, for the purpose of establishing seniority;
  - total Employer approved leave time;
  - while redundant as determined by the provisions of the collective agreement to a maximum of two (2) years;
  - elementary teaching time to be calculated by elementary superannuation and/or Employer records rounded up to the nearest tenth (10th) of a school year.
- 5.08 Effective January 1, 1998, all Teachers shall accrue seniority based upon continuous teaching experience in the elementary panel of District School Board Ontario North East. For new teachers, on or after January 1, 1998, seniority will begin to accrue from the first contracted working day with the Employer.
- 5.09 Effective January 1, 1998, a teacher shall accrue seniority based upon the following criteria:
- each year of continuous teaching experience in the elementary panel
  - for approved paid and unpaid leaves

- while on recall as determined by the provisions of the collective agreement.

5.10 Effective January 1, 1998, a part-time teacher shall be deemed to be a full-time teacher for the purpose of establishing seniority.

5.11 Where Teachers have equal seniority as established by this article, the order of seniority shall be determined by the criteria set out below:

- (i) total elementary experience including documented occasional elementary teaching with the Employer and its predecessor Employers; then
- (ii) total secondary experience including documented occasional secondary teaching with the Employer and its predecessor Employers; then
- (iii) total elementary experience in Ontario; then
- (iv) total elementary experience in Canada, then
- (v) total elementary experience; then
- (vi) total teaching experience recognized by the Ontario College of Teachers; then
- (vii) by lot conducted co-operatively by the President of the Local or designate and the Regional Superintendent of Schools or designate by October 15.

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For the purpose of seniority, documented occasional teaching experience shall be calculated using the following formula:

$$\frac{\text{Total days of occasional teaching in the school year}}{\text{Total number of teaching days in the school year}}$$

Rounded up to the nearest tenth of a school year

- 5.12
- (i) A Teacher who disagrees with their placement on the Seniority List shall notify the President of the Local and the Regional Superintendent of Schools in writing by December 1 outlining the alleged error. The Employer may require the member to submit additional documentation.
  - (ii) Failing a satisfactory resolution of the disagreement, a committee of three (3) members of the Union and three (3) Regional Superintendents of Schools shall make the final determination of the seniority placement of the teacher by January 31. The Regional Superintendent shall call a meeting at least one (1) week prior to January 31. A Chair who will not have voting rights shall be selected among the Committee members.



- (iii) Should it be required to amend the Seniority List, an updated copy of the Seniority List shall be posted by the Employer in an appropriate location at each work site within fifteen (15) working days of the final determination referred to in 5.12 (ii).

5.13 It is understood that no teacher can accumulate more than one year's seniority in any school year.

## **ARTICLE 6 – TRANSFERS, SURPLUS, REDUNDANCY, RECALL OPTIONS**

The following procedure will be followed when the staffing provisions in this collective agreement necessitate a reduction in the number of teachers in a school or in the bargaining unit as a whole.

### **Definitions**

- (a) Surplus Teacher  
A teacher for whom there is no position within a school, but who can be placed within the elementary panel.
- (b) Redundant Teacher  
A teacher for whom there is no position available within the elementary panel.

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- (c) Zones  
The zones are defined as follows:
  - Zone 1 – Hearst (Clayton Brown)
  - Zone 2 – Kapuskasing-Smooth Rock Falls (Diamond Jubilee, Smooth Rock Falls (Diamond Jubilee, Smooth Rock Falls K-OAC))
  - Zone 3 – Cochrane-Iroquois Falls-Black River-Matheson (G.H. Ferguson, Commando, Iroquois Falls, Calvert Centennial, Happy Day, Joseph H. Kennedy)
  - Zone 4 – Timmins (F..P. Krznaric, Bertha Shaw, Golden Avenue, Porcupine Regional, Schumacher, W.E. Miller, Pinecrest, Queen Elizabeth, Flora McDonald, Coronation, R. .Ross Beattie)
  - Zone 5 – Kirkland Lake (Larder Lake, Central, Federal, King George, Swastika, Matachewan)
  - Zone 6 – Timiskaming (Temagami, Cobalt, Haileybury, New Liskeard, Gwen, Kerns, Elk Lake, Englehart, Charlton-Savard)

- (d) Regions

The regions are:

- Northern Region - Zones 1, 2,3
- Central Region - Zone 4
- Southern Region - Zones 5, 6

6.01 **Transfers**

Teachers who wish to be considered for transfer to another elementary school must inform the Regional Superintendent of Schools or designate in writing by March 31.

6.02 A request for transfer should include:

- i (i) qualifications
- (ii) subject areas previously taught without qualifications
- ii (iii) grade, subject areas and school, zone or region in which the teacher would like to teach.

6.03 All 6.01 transfer requests shall be forwarded for consideration to the District School Board Ontario North East Staffing Committee. The District School Board Ontario North East Staffing Committee will consider transfer requests for vacant positions.

6.04 Teacher exchange requests will be considered by the District School Board Ontario North East Staffing Committee throughout the process.

6.05 Administrative initiated transfers may be necessary for program or individual needs. These may occur following consultation with the teacher.

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6.06 The Board will reimburse a teacher for an administrative transfer of over seventy (70) kilometres from the original school for receipted costs associated with the transfer. The reimbursement shall not exceed \$1000.00.

6.07 **Surplus**

Should transfers as per Articles 6.03 and 6.05 not satisfy the staffing provisions in this collective agreement, the teachers or teachers whose Board seniority is the lowest in the school shall be designated as surplus to the staffing needs of the school.

6.08 Teachers on approved leaves of absence shall be placed on the staff list of their school at the commencement of the leave.

6.09 The principal of the school shall notify in writing a teacher who is to be declared surplus no later than April 30th. Such notification is to be preceded by an interview with the teacher.

- 6.10 The District School Board Ontario North East Staffing Committee shall be provided with a list of those staff who have been declared surplus.
- 6.11 The teacher declared surplus may:
- (a) request a voluntary transfer anywhere in the Board.
  - (b) request a leave of absence of up to two (2) years.
- 6.12 Following 6.11 requests, remaining surplus teachers shall be placed in the following sequence:
- (i) Transfer within the zone to displace a teacher with the least seniority in the zone.
  - (ii) Transfer within the region to displace a teacher with the least seniority in the region.
  - (iii) Transfer to the nearest region to displace a teacher with the least seniority in that region.
  - (iv) Transfer to the remaining region to displace a teacher with the least seniority in that region.
- 6.13 A teacher who is declared surplus and has been placed in another school, zone or region, shall have the right to return to a teaching position for which the teacher is qualified which becomes available in the school, zone or region from which the teacher was declared surplus within ten (10 ) months of the surplus placement.
- 6.14 Teachers who were declared surplus but are unqualified for vacant positions as per the procedure in 6.12 shall be given the opportunity to become qualified for the position by a mutually agreed date. The Board may waive the qualification requirement at its discretion.
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- 6.15 In order to facilitate the staffing process, known vacancies for positions of responsibility shall be posted by April 30.
- 6.16 **Redundancy**  
On completion of the surplus to school placements, remaining teachers with the least seniority in the Board shall be declared redundant.
- 6.17 (a) Notwithstanding 6.14, the Board has the responsibility to ensure staffing for designated special programs as per the qualification regulations to the Education Act.
- (b) The following procedure will be followed when a teacher in a designated special program is declared redundant:

- (i) Fill the position through voluntary transfer. Retain the teacher in the designated special program and declare the teacher with the next least seniority redundant.
- (ii) Retain the teacher in the designated special program and declare the teacher with the next least seniority redundant.
- (iii) Present the teacher with the next least seniority the option of becoming qualified through an additional qualification course to teach the designated special program. On agreement to become qualified, the teacher will teach the designated special program and the teacher with the least seniority will be declared redundant.
- (iv) If the teacher with the next least seniority is unable to become qualified through an additional qualification, the teacher may request a leave of absence up to two (2) years to become qualified. On the return from leave, the teacher shall return to their position on the seniority list.

6.18 A teacher shall be informed of their redundancy in writing by the Director or designate no later than April 30.

6.19 The District School Board Ontario North East Staffing Committee shall be notified of the list of redundant teachers.

6.20 A redundant Teacher, subject to the provisions of the respective benefit plans, may continue to participate in one or more of the plans, to the extent that the plans permit, by paying the full cost of any such plans.

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6.21 **Recall**  
The Director or designate and the D.S.B. O.NE. Staffing Committee shall maintain a recall list of all teachers declared redundant.

6.22 A teacher who has been declared redundant shall retain the right to be recalled on the basis of seniority for twenty four (24) months from the time of being declared redundant to positions for which the teacher is qualified or can become qualified prior to return.

6.23 (a) A recall notice shall be sent by registered mail to the last known address of the teacher. The teacher is required to inform the Regional Superintendent and the Local President of address changes.

(b) A teacher who fails to respond within ten (10) days of the date of mailing shall lose the right of recall unless there are extenuating circumstances.

6.24 In the first twelve (12) months of redundancy, a teacher has the right to refuse recall to a position offered, outside their zone, without prejudice to the teacher's recall rights.

**Other Options**

6.25 Redundant teachers shall have the first right to teach classes in continuing education, night school, and summer school provided they are qualified.

6.26 The Board agrees to pay any full-time teacher whose contract is terminated by reasons of redundancy, a severance allowance equal to 4% of the teacher's annual salary for each year of service with the Board to a maximum of \$7,000. Severance allowance for part-time teachers shall be pro-rated.

6.27 The parties agree that the acceptance of a severance allowance terminates all employer-employee obligations.

**ARTICLE 7 – JOB POSTINGS**

7.01 A vacancy is defined as a position left vacant as a result of the promotion, resignation, secondment, transfer, retirement, or death of a teacher where the Board intends to fill the position.

7.02 New positions created by the Board shall be posted. The Parties shall negotiate salary and allowance of any new position along with duties, responsibilities and qualifications prior to the posting.

7.03 The Board shall post in every school during the spring staffing process, a notice of every new position and vacancy for a period of not less than four school days. All postings shall include the title of the position, qualifications, location, effective date and, if it is a temporary vacancy, the probable duration. Copies shall be sent to the Union.

7.04 (a) Positions that become vacant after September 1, as a result of a vacancy or the establishment of a new position (excluding positions with a responsibility allowance) shall first be offered to teachers on the redundancy list who are qualified or willing to become qualified by a mutually agreeable date, in order of seniority.

- (b) If the position is not filled after the application of part a) above, it shall be posted in every school for a period of not less than four (4) school days. The posting shall include the title of the position, qualifications, location, effective date and that it is subject to the provisions of this Article. The Employer may choose to simultaneously advertise the position externally.
- (c) Such positions shall first be offered to part-time qualified teachers in the zone, in order of seniority, provided a response to the posting is received.
- (d) If the position is not filled after the application of part c) above, it may, at the discretion of the Employer, be offered to any full time qualified teacher, provided a response to the posting has been received.
- (e) If the position is not filled after the application of part d) above, any qualified teacher may be hired to fill the position. A teacher so hired shall be included on the seniority list and shall be subject to this collective agreement (NB transfers, surplus, redundancy and recall procedures).
- (f) The vacancy or new position referred to in 7.04 (a) shall be posted internally as part of the spring staffing process, provided it is to continue the next school year.

7.05 Positions with a responsibility allowance that become vacant after September 1 as a result of a vacancy or establishment of a new position, shall be posted in every school for a period of not less than four (4) days. The posting shall include the title of the position, qualifications, location, effective date and the negotiated salary. The position shall be offered to the applicant who is selected through the Employer's interview process.

## **ARTICLE 8 – ACCESS TO INFORMATION**

- 8.01 The Board agrees to abide by the provisions of the *Freedom of Information and Protection of Privacy Act*, and all prevailing statutes governing personal privacy in Ontario and all regulations thereunder.
- 8.02 A teacher shall have access in a mutually agreeable manner to the teacher's personnel file within five (5) days of a written request and in the presence of the Regional Superintendent of Schools or designate. The teacher may copy any material contained in the file.

- 8.03 When a teacher disputes the accuracy or completeness of any such information, teacher shall do so in writing and this information shall be added to the file.
- 8.04 Where a teacher authorizes in writing access to the teacher's personnel file by another person acting on the teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 8.05 Teachers shall receive copies of any materials placed in their personnel files within three (3) calendar days of the material being filed.

8.06 **Signature Not Approval**

The signature of a teacher on any document respecting the performance or conduct of that teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.

- 8.07 If a teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within fifteen (15) days from receipt of a written request by the teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the teacher in writing of its decision including reasons for that decision.

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

- 8.08 Reports related to teacher performance may be removed from the teacher's file at the request of the teacher at any mutually convenient time.

8.09 **Medical Information**

The Board shall keep any medical information in separate files accessible only to appropriate health care professionals and the teacher, effective September 1, 1999.

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8.10 **Access To Board Minutes**

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

8.11 **Data for Negotiations**

The Board will make every effort to provide the following information to the Union on request.

- a) a statement of the current operating budget;
- b) a statement of the current operating expenditures;
- c) a statement of participation in each benefit plan covered by this collective agreement including a cost analysis thereof;
- d) data respecting salaries, percentage of full-time assignments, allowances, category classification, teaching experience, and seniority concerning each teacher covered by this collective agreement;
- e) data respecting individual status of employment, such as a listing of teachers on leave or on the recall list;
- f) information and data respecting the teacher complement, pupil enrolment and class size;
- g) information and data respecting instructional time;

### **ARTICLE 9 – PROBATIONARY PERIOD**

9.01 There shall be a probationary period of up to one (1) year but no less than one hundred and seventy (170) working days. Part-time teachers' assignments shall not be pro-rated in the determination of the probationary period.

### **ARTICLE 10-METHOD OF PAYMENT**

#### **10.01 Credits, Category, Salary**

On or before October 31st, and within one (1) month of any negotiated change in salary or change in qualification, the Board shall provide to each teacher a notice setting forth the following:

- Credit for teaching experience
- Category classification
- Salary and allowances

Teachers will be informed of their accumulated sick leave credits on an annual basis.

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10.02 Effective September 1, 1999, the annual salary payable to each teacher pursuant to this collective agreement shall be paid according to the following schedule:

- Pay 1 8% of salary on first teaching Thursday of September
- Pay 2 8% of salary on last working Thursday of September
- Pay 3 8% of salary on last working Thursday of October
- Pay 4 8% of salary on last working Thursday of November
- Pay 5 8% of salary on last working Thursday before Christmas
- Pay 6 4% of salary on first working Thursday of January



- Pay 7 8% of salary on last working Thursday of January
- Pay 8 8% of salary on last working Thursday of February
- Pay 9 8% of salary on last working Thursday of March
- Pay 10 8% of salary on last working Thursday of April
- Pay 11 8% of salary on last working Thursday of May
- Pay 12 16% of salary on last working Thursday in June

10.03 Each teacher’s pay will be deposited into the teacher’s particular banking facility and teacher’s deposit advice will be delivered to the school on the day indicated in 10.02.

10.04 **Grid Placement**

Each teacher shall be paid at the rate appropriate to the teacher’s teaching experience per Article 10.06 and 10.07 and the teacher’s category classification per Article 10.09, as set forth on the following salary grid:

Effective January 1, 1999

<b>Years of Exp.</b>	<b>Category A0</b>	<b>Category A1</b>	<b>Category A2</b>	<b>Category A3</b>	<b>Category A4</b>
0	\$29,978	\$33,272	\$34,563	\$37,405	\$39,278
1	31,805	35,132	36,473	39,673	41,780
2	33,632	36,992	38,383	41,941	44,282
3	35,459	38,852	40,293	44,209	46,784
4	37,286	40,712	42,203	46,477	49,286
5	39,113	42,572	44,113	48,745	51,789
6	40,940	44,432	46,023	51,013	54,290
7	42,767	46,292	47,933	53,281	56,792
8	44,594	48,152	49,843	55,549	59,294
9	46,421	50,012	51,753	57,817	61,796
10	48,248	51,872	53,663	60,085	64,298
11	50,075	53,735	55,579	62,362	66,800
12	51,902				
13	53,735				

Teachers shall be paid in Category A1 until such time as they provide proof of different category.

Teachers with less than a full-time assignment shall be paid pro rata based on their assignment .

Upon ratification, teachers in Zone 3 whose salary classification is A4 shall be paid a signing bonus of \$300.00.

10.05 Where a teacher is employed to work only part of the school year, the teacher shall be paid a salary in proportion that the number of days which the teacher is employed to work bears to the total number of school days in the school year.

10.06 **Credit for Teaching Experience**

(a) The onus is on the teacher to provide documentation of teaching experience.

(b) All previous elementary or secondary school teaching experience obtained while qualified under Ontario standards or equivalent to Ontario standards as determined by the College of Teachers and approved by the Board will be recognized for placement on grid. Only experience obtained while in a probationary or permanent teaching position or experience as a long-term occasional teacher will be included. The calculation of teaching experience is based on paid time only with the exception of the statutory unpaid pregnancy leave period.

(c) Retroactive salary to the date of commencement of employment will be paid, providing proof of previous teaching experience is received by the Regional Superintendents of Schools on or by December 15<sup>th</sup>, for a teacher hired prior to October 15<sup>th</sup>, and within two (2) months for a teacher hired on or after October 15<sup>th</sup> or a longer period, if notification is made.

(d) Except for error or omission, teaching experience recognized by the Board for salary purposes on January 1, 1998 will continue to be honoured.

(e) Teaching experience for salary purposes will be calculated as follows:

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i) The calculation of years of teaching experience will be made annually as of September 1st and will be determined by dividing by ten (10) the total number of complete months of teaching; i.e., periods of twenty (20) or more consecutive days of teaching.

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ii) If a period of teaching experience includes a partial month of ten (10) or more days, this experience will be recognized as a complete month e.g. four (4) months and twelve (12) teaching days will equal five (5) months; four (4) months and nine (9) teaching days will equal four (4) months.

- iii) A part-time teacher who is employed for a full year to teach only a portion of each day will be credited with the percentage of time worked times ten (10) months; (e.g. a teacher working 50% of the time will be credited with five (5) months; a teacher working 80% of the time will be credited with eight (8) months).
- iv) In no case shall a teacher receive more than one full year's credit for a combination of teaching experience within one (1) school year.

10.07 **No Adverse Effect**

No teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Article 10.06 and 10.07.

10.08 **Category Classification**

Each teacher's category classification on the salary grid shall be determined by the application of the QECO program in effect September 1, 1997. Until the statement is received, a teacher shall be placed on the salary grid at Category A1.

10.09 **Category Changes**

- a) When a course or courses which result in a category change have been completed before September 1, and when the QECO Rating Statement is submitted to the Regional Superintendent of Schools on or before December 31, the salary adjustment shall be retroactive to September 1. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1 provided notification is made prior to December 31 of the teacher's intention to submit the said documents.
- b) When a course or courses which result in a category change have been completed between September 1 and December 31 and when the QECO Rating Statement is submitted to the Regional Superintendent of Schools on or before June 30, the salary adjustment shall be retroactive to January 1. If the documents are not available for submission to the Board prior to June 30, the salary adjustment shall be retroactive to January 1, provided notification is made prior to June 30 of the teacher's intention to submit the said documents.

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10.10 **Teacher In Charge**

- a) When there is neither a principal nor a vice-principal in the school on an instructional day for a half-day or more, a teacher shall be asked to assume

Teacher-in-Charge responsibilities. This will apply where a Principal is assigned half-time or more.

- b) Effective September 1, 1999 the Teacher-in-Charge shall be paid a per diem rate of \$35.00 in addition to the employee's regular salary. Payment will be made in full or half days. The Teacher-in-Charge will receive this extra payment on the last pay date in December and the last pay date in June.
- c) The Teacher will continue to be subject to all terms and conditions of this Collective Agreement, and shall not discipline nor evaluate other members of the Bargaining Unit.
- d) Nothing in this Article prevents the teacher from declining the opportunity to assume the Teacher-in-Charge duties.
- e) An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal where deemed necessary by the School Principal.

10.11 A teacher assigned the additional responsibility of a coordinator and teacher diagnostician shall be paid, in addition to the salary appropriate to the teacher's teaching experience, related experience and qualifications, an allowance from the Non-Classroom Budget, for additional responsibility as follows:

Salary is reflected as total percentage of A4 maximum.

Coordinator	- 115%
Teacher Diagnostician	- 105%

Teachers presently employed at a higher rate of remuneration will be red circled at the higher salary.

#### 10.12 **Payroll Deduction**

When the members of the Local are merged into one data base, the Union may request and the Board shall, with the authorization of the teacher, make the appropriate payroll deductions from a teacher's pay for the following purposes:

- Canada Savings Bond purchases
- Group RRSP contributions
- United Way contributions

10.13 At the request of the Union , by August 31, the Board shall make a one time payroll deduction or deduct an equal amount each pay date from teachers starting in October for the following purposes.

Local union levy

Other purposes as requested by the Union

## **ARTICLE 11- EXPENSES**

### **11.01 Expense Allowances**

A teacher shall be reimbursed each month for authorized out-of-pocket expenses upon presentation of appropriate receipts and documents.

### **11.02 Professional Development Expenses**

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

### **11.03 Travel Expenses**

(a) A teacher who is required to travel between schools or other places of employment shall be paid for such travel by the Board as per Board policy.

(b) In respect of other travel authorized by the Board, a teacher shall receive kilometrage from the Board as per Board policy.

### **11.04 Degree Allowance**

Allowances for a Master's Degree (or better) from an Ontario University, or Equivalent University shall be \$700.00. This allowance to be paid annually to all instructional staff and shall have the effect of piercing the maximum for all staff. Prior to payment above, a statement from Q.E.C.O. must be submitted to the Board indicating that the Master's Degree (or better) was not utilized in achieving the category for which the teacher is being paid.

### **11.05 Summer School Allowance**

That, for encouragement to and assistance for teachers to upgrade and/or update, the Board agrees to pay at the beginning of the school year following completion of summer school course, \$60.00 a week to a maximum of \$360.00 to a teacher under contract who after one (1) year's service with the Board successfully completes a summer course for additional qualifications taken beyond the Ontario Teacher's Certificate.

**ARTICLE 12-WORKING CONDITIONS**

12.01      **School Year**

The school year shall not exceed one hundred and ninety-four (194) school days of which no fewer than 4 (four) shall be designated as professional activity days for the duration of the Collective Agreement.

No teacher shall be required to work before start of the school year for pupils for the duration of the Collective Agreement.

12.02      **Scheduled Working Day**

a) The scheduled working day for all teachers shall begin at 8:30 a.m. and shall not extend past seven and a half (7.5) hours from the time when the teacher is required to report to the school/work site.

b) The above clause does not preclude teachers from taking part in extra-curricular activities beyond regular hours or attending regularly scheduled staff meetings as requested by the Principal.

12.03      **Extra-Curricular Activities**

It is understood that assigned extra-curricular activities are to be mutually agreed to by the teacher and the administrator concerned.

12.04      **Instructional Time**

As of September 1, 1999 the Board shall ensure that each full-time teacher is assigned no more than one thousand three-hundred forty (1,340) minutes in each period of five (5) instructional days during the school year.

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

12.05      **Preparation Time**

a) Effective September 1, 1999 every full time teacher shall be assigned at least one hundred and sixty (160) minutes of preparation time per week free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each period of five (5) instructional days. Such preparation time shall be during the student's instructional day.

b) Where a classroom teacher does not have full-time instructional duties, preparation time shall be pro-rated.

12.06      **Lunch Break**

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

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12.07 **Time For Travelling**

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

When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the forty (40) minute lunch period.

12.08 **Workload**

- a) Assignments in each school shall be allocated equitably.
- b) When a teacher thinks an assignment is unreasonable the situation will be referred to the principal for review and adjustment. If the teacher is not satisfied with the results of this review and possible adjustment, the teacher may report the situation to the Regional Superintendent of Schools and to the Union President for further consideration.
- c) The Regional Superintendent of Schools and the Union President or designate shall meet to review situation which is reported to them.

12.09 **Teacher Absence**

The Board shall provide an occasional teacher when a teacher is absent in accordance with Regulation 298, Section 21. Teachers will not be required to assume the instructional or supervisory duties caused by another teacher's absence. It is recognized that there may be exceptional circumstances as determined by the Board, when program needs may be unaffected, where an occasional teacher may not be provided by the Board.

12.10 **Staff Meetings**

At the beginning of the school year, the Principal and school staff shall meet to determine the desired timing for regular staff meetings. Part-time assignments and other regular commitments shall be accommodated in such determination.

**ARTICLE 13 - STAFFING**

13.01 A District School Board Ontario North East Staffing Committee shall be composed of the three (3) Regional Superintendents, the Local Union President and the two (2) Local Union Vice-Presidents.

13.02 The Committee shall meet:

- (1) prior to the September re-organization,

- (2) prior to dates for surplus, and recall provision communications to teachers,
- (3) prior to dates for postings, transfers and administrative initiated transfers,
- (4) other times as requested by either party.

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Information shall be shared about staffing allocation procedures, and consideration given to any operational concerns with the interpretation or application of the surplus, transfer or redundancy provisions. The Committee shall review the communications procedures expected at the school level with the School Principal and staff to ensure an equitable assignment of supervision time, instructional time, and travel time as required.

13.03 The total number of teachers hired by the Board shall be sufficient to meet the class size and work load provisions of the Collective Agreement.

13.04 The allocation of teachers to each school shall be made according to the Staffing Allocation Model (Appendix B Letter of Understanding). Designated special education classes are not included in the allocation.

13.05 Special Education teachers shall be assigned according to Ministry of Education and Training guidelines.

13.06 **Class Size**

(a) (i) The actual class size average for the Board shall not exceed twenty five (25) students per class as calculated by the Ministry of Education and Training.

(ii) The initial September school organization shall be made according to the following limits.

JK - SK	20 + or - 4
1 - 3	25 + or - 4
4 - 6	27 + or - 4
7 - 8	30 + or - 4

(iii) The Board may alter the staff allocation in schools where enrolment shifts warrant, following consultation with the District School Board Ontario North East Staffing Committee.

(b) In the event of split grades across groupings as indicated in a) above, the maximum number of pupils per class shall be the lower number. (e.g. A split 3 - 4 class would have a maximum number of twenty five (25) students.)

(c) To accommodate for mid year influx of students, the above limits may be exceeded by one student in up to twelve (12) classes for 1999/2000.



**ARTICLE 14 - GRIEVANCE/ARBITRATION PROCEDURES**

14.01 **Definition of Grievance**

Grievance shall be defined as any matter arising from the interpretation, application, administration, or alleged violation of this Agreement, including any question as to whether a matter is arbitrable.

14.02 A teacher shall have the right to be represented by the bargaining agent during any stage of the grievance/arbitration procedure.

14.03 **Complaint Stage**

A teacher, with the concurrence of the Bargaining Unit, may, within twenty (20) days of the teacher becoming reasonably aware of the occurrence giving rise to the grievance, initiate a complaint with the Principal or immediate supervisor who shall answer the complaint in writing within five (5) days after receipt of the complaint.

14.04 **Grievance Procedure - Individual**

In the case of a grievance by the Bargaining Unit on behalf of one of its teachers, the following steps shall be taken in sequence where informal attempts to resolve the matter with the immediate supervisor have failed.

**Step 1**

If the reply of the Principal or immediate supervisor of the grievor at the Complaint Stage is not acceptable to the Bargaining Unit, the Bargaining Unit shall initiate a written grievance within twenty (20) days to the Regional Superintendent or designate who shall answer the grievance in writing within ten (10) days after receipt of the grievance.

- 14.05
- a) A copy of the written grievance shall be sent to the Director of Education or designate.
  - b) The written grievance shall contain:
    - a description of how the alleged dispute is in violation of the agreement; and
    - the clauses in the agreement alleged to be violated; and
    - the relief sought; and
    - the signature of the duly authorized official of the Bargaining Unit.

14.06 **Step 2**

If the reply of the Regional Superintendent or designate is unacceptable to the Bargaining Unit, it shall, within ten (10) days of the receipt of the reply, so notify the Director of Education or designate. Within five (5) school days of receipt of the grievance, a meeting will be held with the Director of Education or designate. The Director of Education shall, after consultation with the Board, answer the grievance in writing within five (5) days after the next meeting of the Board.

14.07 **Step 3**

If the reply of the Director of Education or designate is unacceptable to the Bargaining Unit, it shall then apply for arbitration within ten (10) days of the receipt of the reply.

14.08 Where a teacher has received a termination notice, the teacher may file a grievance at Step 3 within ten (10) school days of written notice of termination.

14.09 **Policy Grievance**

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.

14.10 **Grievance Mediation**

- (a) At any stage in the grievance procedure, the parties, by mutual consent in writing, may elect to resolve the grievance by requesting the appointment of a Settlement Officer, in accordance with Section 48.5 of the Ontario Labour Relations Act, 1995.
- (b) The timelines outlined in the grievance procedure shall be frozen at the time the Parties mutually agreed in writing to request a Settlement Officer.
- (c) Upon written notification of either party to the other party indicating that the Party no longer agrees to the use of a Settlement Officer, the timelines in the grievance procedure shall continue from the point at which they were frozen.

14.11

**Arbitration**

The Party desiring arbitration shall notify the other Party in writing of its desire to submit the difference or allegation to arbitration and the notice shall contain the name of the first Party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) working days, inform the other Party either that it accepts the other Party's appointee as a single Arbitrator or inform the other Party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) days of the appointment of the second of them, appoint a third person who shall be the Chairperson. If the recipient of the notice fails to appoint an Arbitrator or if the two (2) appointees fail to agree upon a Chairperson within ten (10) days, the appointment shall be made by the Minister of Labour upon the request of either Party.

14.12

**Powers of the Board of Arbitration**

An Arbitrator or an Arbitration Board, as the case may be, has the powers of an arbitrator or arbitration board under the Labour Relations Act and, in addition, has the power:

- (a) to extend the time for the taking of any step in the grievance or arbitration procedures, including the submission to arbitration, notwithstanding the expiration of such time where, in its discretion, considers it proper to do so;
- (b) to grant such interim order, including interim relief, as the arbitrator or arbitration board considers proper, including interim reinstatement; and
- (c) to enforce a written settlement of a grievance.

14.13

There shall be no reprisals of any kind taken against any person(s) because of participation in the grievance or arbitration procedure under this Agreement.

14.14

Should the investigation or processing up to the hearing of a grievance require that the grievor(s) or Bargaining Unit representative(s) or witnesses be released from the teacher's regular duties, the teacher shall be released without reduction in salary, allowances, benefits, increment, experience, or cumulative sick leave credits. Hearings shall be scheduled at a convenient time for all Parties.

14.15 The Bargaining Unit shall pay for the cost of any occasional replacement(s) if necessary.

14.16 Each Party shall bear the fee and/or expense of its appointee to the arbitration board and any fees and/or expenses of the chairperson shall be borne equally by the Parties.

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14.17 Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. The Bargaining Unit shall pay for the cost of any occasional replacement(s) if necessary.

14.18 Each Party shall bear at its own expense the cost of counsel or advisors at each step of the grievance procedure.

14.19 Time restrictions may be extended, if mutually agreed, in writing. Failure of one party to comply with the time limits or any agreed upon extension shall result in the grievance proceeding to the next step.

14.20 Grievances initiated and being processed under previous collective agreements between the Parties shall be dealt with under the grievance and arbitration procedure set out in the agreement under which the grievance was initiated.

14.21 The time limits stipulated in 14.04 for initiating a grievance shall not apply to a grievance involving remuneration during the current school year or the previous school year. Such grievance may be initiated at any time up until and including August 31 during the current school year.

14.22 No person may be appointed as an Arbitrator or member of an Arbitration Board who has been involved in an attempt to negotiate or settle the grievance.

14.23 Nothing in this procedure shall be deemed to preclude the individual's right to seek redress in law.

## **ARTICLE 15-MEDICAL PROCEDURES**

### **15.01 Not Responsible for Diagnosis or Medication**

The Board shall not request any teacher to administer medication or perform any medical or physical procedure on any pupil that might in any way endanger the safety or well-being of the pupil or subject the teacher to risk, injury or liability for negligence.

## **ARTICLE 16 – OCCUPATIONAL HEALTH AND SAFETY**

### **16.01 Employer's Obligations**

The Parties agree that it is the Board's obligation to provide a safe and healthy workplace environment. The Board shall make all reasonable provision for the health and safety of employees. All rights and privileges established under any provincial statute in respect of occupational health and safety shall form part of this collective agreement.

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## **ARTICLE 17 – HARASSMENT**

The Board, recognizing its obligation to ensure that every teacher is free from harassment in the working environment, agrees to establish in collaboration with the Union, a board-wide harassment policy by September 1, 1999.

## **ARTICLE 18 – BENEFITS**

The Board is not the insurer of the employee benefits. The terms of the carrier's contract shall prevail at all times. In the event that the Board decides to change carriers of the insured benefit plans, the Board agrees to implement the same coverage as described in the master policies. No amendments to the plan shall be made without the consent of the Union.

### **18.01 Benefit Plan Design Committee**

- a) The Benefit Plan Design Committee composed of three (3) representatives from the Board and three (3) from the Union shall design extended health, dental, group life and accidental death and dismemberment insurance plans.
- b) The Board premium share of all non-statutory benefits excluding LTD shall be \$2,000.00 for each FTE teacher employed by the Board on September 30, 1999. For Board funding purposes a teacher on LTD will be included in the FTE total.
- c) The extended health, dental, group life and accidental health and dismemberment insurance plans shall take effect on September 1, 1999.
- d) If deemed necessary by the committee, the Employment Insurance rebate will be used to fund the benefit plans. If not used for benefits, the Employment Insurance rebate shall be paid directly to each teacher.
- e) The Benefits Plan Design agreement shall be included in the Collective Agreement as Appendix D.

18.02           **Insured Benefit Plan Policies**  
A copy of the master policy for each insured benefit plan shall be forwarded to the Union.

18.03           **Benefits Information Booklet**  
An updated benefits information booklet shall be provided to each employee. The booklet shall be updated when deemed necessary by both parties.

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18.04           **Long Term Disability Insurance**

- (a)           100% of the long term disability insurance premium shall be paid by the teacher. Membership in the plan shall be a condition of employment.
  
- (b)           The Board will assume the cost of administering a Long Term Disability Plan. The Board is not the policy holder of the Long Term Disability contract nor will the Board be liable should a claim for long term disability be denied.
  
- (c)           The Board agrees to deduct and forward premiums to the carrier and to perform administrative functions as required.

18.05           **Workplace Safety and Insurance**  
A teacher who is eligible for and receives approval of a claim by the Workplace Safety and Insurance Board of Ontario shall be on paid leave of absence until sick leave credits are exhausted, with no reduction in salary or other rights under this agreement. The teacher shall remit the payment received from the Workplace Safety and Insurance Board to the Board and shall receive the teacher's total salary. The monetary difference between total salary and Workplace Safety and Insurance Board payment shall be deducted from the teacher's sick leave on a per diem basis.

Example: Total Salary Difference  
Per Diem Rate (annual salary/194)   =   Sick Leave Credit deduction

18.06           **Suitable Alternative Employment**  
The Board and the Union shall agree on policies and procedures for providing teachers who have been injured or disabled, including teachers who have been in receipt of Workplace Safety and Insurance benefits, with suitable alternative

employment where they are unable to carry out the normal duties of their previous assignment.

18.07 **Part-Time Teaching Assignments**

A teacher on part-time assignment shall have the right to participate in all benefit plans. The Board's contribution to benefit premiums shall be pro-rated in accordance with their teaching assignment (i.e. teacher on a 60% assignment would receive 60% of the Board's contribution to benefit plans). For the purposes of group insurance coverage, a part-time teacher shall be insured using their full-time salary if permitted by the insurance carrier.

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18.08 **Leave of Absence**

A teacher who has been granted a leave under the terms of this collective agreement shall have the right to continued participation in any of the benefit plans to the extent permitted by the plan at no cost to the Board.

18.09 **Retiree Benefits**

Employees retiring may continue their Health Care benefits and Life Insurance in the Board's Benefits Plans as outlined in Article 18 up to the age of 65 providing they pay to the Board in advance full premium cost. Life Insurance, under this provision shall not exceed \$50,000.00. The rate to be paid by the retiree will be the group rate charged by the carrier.

**ARTICLE 19 – SICK LEAVE**

19.01 Every full-time teacher who is actively at work as of September 1 each year shall be credited with twenty (20) days of sick leave. Teachers who commence employment during the school year or who teach less than full-time shall be credited with a pro-rated number of sick days. Sick leave shall be computed on a basis of two (2) days for each month of teaching to the nearest half day.

19.02 Teachers whose full-time or part-time status changes throughout the school year will have their sick leave credits adjusted accordingly.

19.03 No sick leave credits will be credited to a teacher in any year the teacher is on a leave of absence, including LTD, unless otherwise covered in this Agreement. A teacher on a leave of absence for part of the school year will have their sick leave credits pro-rated.

- 19.04 At the end of the school year, the unused balance of the sick leave will be credited to the teacher's sick leave account.
- 19.05 Teachers shall accumulate sick leave to a maximum of two hundred and sixty (260) days. Those teachers who have accumulated more than two hundred and sixty (260) days as of September 1, 1998 shall have their accumulation of sick leave credits capped at the higher value. If, through usage, the number of sick leave credits falls under two hundred and sixty (260), the maximum accumulation shall subsequently be capped at two hundred and sixty (260) days.
- 19.06 Newly hired teachers shall be credited with accumulated sick leave from their previous Board to a maximum of two hundred and sixty (260) days, provided they were continuously employed in education prior to employment with the District School Board Ontario North East.

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- 19.07 A statement of sick leave credits will be issued annually to each teacher in the fall. Errors and omissions must be reported to the Payroll Department prior to December 15 of that year.
- 19.08 When a teacher is absent from duty for reasons of illness for a period of three (3) consecutive days or more, the teacher may be required to submit a certificate from a qualified medical practitioner certifying the inability of the teacher to attend to their duties.
- Notwithstanding the above, the Board may, in its sole discretion require any teacher to submit a certificate for a period of absence less than three (3) days.
- 19.09 Teacher returning from long term illness shall be encouraged to return at the beginning of a term or school year. Teachers returning to work from LTD or any extended period of sick leave must submit a certificate from a qualified medical practitioner certifying the teacher's ability to return to teaching duties. Teachers returning from long term illness shall return to their original schools.

#### **ARTICLE 20-LEAVES OF ABSENCE WITHOUT PAY**

- 20.01 A teacher may be granted a leave of absence without pay.
- 20.02 A request for a leave of absence shall not be unreasonably denied.
- 20.03 A teacher on a leave of absence without pay shall be provided upon request with such information as will enable the teacher to pay full premiums for the benefits



outlined in Articles 18.01 and 18.04 to ensure uninterrupted employee benefits for the period of the leave, if the teacher so desires.

20.04 Changes in the terms of a leave of absence under this Article may be made only by mutual consent of the teacher and the Board, must be in writing, and must conform with the requirements of this collective agreement. The principal concerned shall be provided with a copy thereof.

20.05 **Leave for Public Office**

The Board shall grant a leave of absence without pay to a teacher for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario, the House of Commons, or the local council of a municipality, provided the leave does not disrupt school program. The teacher shall continue to accumulate seniority for the period of the leave.

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20.06 **Return from Leave**

Any teacher who goes on a Leave of Absence or takes a term appointment for two (2) years or less shall remain on the school staff organization of the teacher's previous school.

Any teacher who goes on a leave or takes a term appointment which is extended beyond two (2) years shall not remain on the school staff of their previous school but shall return to the system through the voluntary transfer process.

**ARTICLE 21 – SHORT-TERM PAID LEAVES OF ABSENCES**

21.01 A teacher shall be granted a leave of absence with pay and no loss of sick leave credits in respect of absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth. During the leave a teacher shall continue to accumulate credit for seniority and teaching experience and any other relevant entitlements under this collective agreement.

21.02 **Attendance at Court or Tribunal**

A teacher shall be granted a leave of absence from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceedings to which the teacher is not a party or one of the persons charged, provided that the teacher pays to the Board any fee, exclusive of travelling allowances and living expenses that the teacher receives as a juror or witness.

21.03 **Quarantine**

A teacher shall be granted a leave of absence as a result of being quarantined or otherwise prevented by order of the Medical Officer of Health from attending upon the teacher's duties.

21.04 **Bereavement**

Leave of absence for up to five (5) days, for a death in the family or for a person who stands in the place of a family member.

Additional leave for up to two (2) days may be granted by the Director of Education or designate if required.

21.05 **Compassionate Leave**

All teachers may be granted up to five (5) days per annum to attend in case of serious illness of a family member or a person who stands in the place of a family member.

21.06 **Personal Leave**

Effective September 1, 1999 leaves of absence for up to two (2) days shall be granted per school year for the purpose of attending to an important personal matter.

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21.07 **Inclement Weather**

When weather conditions make it impossible for a teacher to reach the teacher's workplace, as per Board policy, there will be no pay deductions or loss of other entitlements under this collective agreement.

21.08 **Parenting Leave**

One day (1) per year shall be granted with pay for attending the birth of a child or the adoption of a child for whom the teacher has a parenting responsibility.

**ARTICLE 22-PREGNANCY/PARENTAL LEAVE**

22.01 The Board shall grant to a teacher, irrespective of the teacher's length of employment, a pregnancy leave of at least seventeen (17) weeks and a parental leave of at least eighteen (18) weeks or such shorter leave as the teacher requests.

22.02 **SEB PLAN**

The Board shall provide for teachers on pregnancy or parental leave a supplementary employment insurance benefits plan. The plan will pay an amount equal to the EI benefit during the mandatory two (2) week waiting period for employment insurance pregnancy/parental benefits.

22.03 **Benefits**

The Board shall continue to pay its share of the premiums for insured benefit plans under Article 18.01 for teachers during pregnancy and parental leaves.

Seniority, teaching experience and sick leave credits and any other relevant collective agreement entitlements shall continue to accumulate during such leave.

22.04      **Pregnancy Related Illness**

A teacher who suffers a pregnancy-related illness or disability shall be entitled to use paid sick leave during the period of illness or disability, and will be required to use pregnancy or parental leave or SEB benefits unless she so elects.

22.05      **Hospitalization of Newborn**

A teacher who has recovered from delivery but whose child is hospitalized may interrupt her pregnancy leave by returning to work without the loss of her right to resume the leave.

22.06      **Early Return**

A teacher may terminate a pregnancy or parental leave and return to work upon providing the Board with one (1) week's written notice.

22.07                      **Return to Position**

A teacher returning from a pregnancy leave or parental leave shall have the right to be assigned to the same school from which the leave originated subject to the lay-off procedures in Article 6.

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22.08      **Adoption Leave**

All entitlements under Parental Leave shall apply to adoption leave. Such leave refers to the coming of a child into custody, care and control of the parent for the first time. A teacher whose child comes into their custody, care and control sooner than expected, may commence leave immediately. The teacher shall provide written notice of the leave within two (2) weeks after the teacher has begun the leave.

**ARTICLE 23- CHILD CARE LEAVE**

23.01      Upon request a teacher shall be given an unpaid child care leave for up to two (2) years.

23.02      A teacher shall continue to accrue seniority during a child care leave up to a maximum of two (2) years.

**ARTICLE 24 – SABBATICAL LEAVE**

24.01      At the discretion of the Board, a Sabbatical Leave may be granted for a period of one (1) school year, or such shorter period as the teacher requests, to a teacher

who has been employed by the Board for at least three (3) school years, the last two (2) of which were consecutive and immediately preceding the leave.

- 24.02 Except in the event of unforeseen and exceptional circumstances, the request for sabbatical leave shall be made in writing to the Board no later than February 1 prior to the school year in which the leave is to commence and such a request shall include details of the activities of the proposed leave.
- 24.03 The purpose of a sabbatical leave shall be travel, study, research, involvement in a project approved by the Board, or a combination of the foregoing.
- 24.04 The Board shall notify the applicant of its decision no later than March 1 and, if the sabbatical leave is refused, shall state the reasons upon which the Board's decision was based.
- 24.05 During a sabbatical leave, a teacher shall receive 75% of the salary plus allowances the teacher otherwise would have received in the school year in which the leave is taken.

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- 24.06 All provisions of this collective agreement shall apply during a sabbatical leave. Without limiting the generality of the foregoing, teaching experience and seniority shall continue to accumulate.
- 24.07 Any teacher returning from a sabbatical leave has the right to be reassigned to the same position held prior to the leave or an equivalent position in the same school subject to the lay-off procedures in Article 6.
- 24.08 A teacher shall agree in writing to remain employed by the Board for a period equal to the period of the leave following the termination of the leave provided there is work available the teacher is qualified to perform.
- 24.09 Upon completion of a sabbatical leave a teacher shall submit to the Board a written report respecting the activities of the leave.

#### **ARTICLE 25- DEFERRED SALARY LEAVE PLAN**

- 25.01 The DSLP shall afford teacher the opportunity to take a one (1) year leave of absence financed through the deferral of salary.

- 25.02 Any teacher with at least two (2) years of service is eligible to participate in the DSLP.
- 25.03 A teacher shall make written application to the Board on or before March 1<sup>st</sup> of the school year prior to that in which the deferral leave plan is to commence, requesting approval for participation in the DSLP, and specifying salary deferral desired.
- 25.04 Written acceptance, denial, or suggested modifications of the request, with explanation, shall be forwarded to the teacher on or before May 15<sup>th</sup> of the school year in which the request is made.
- 25.05 The DSLP shall be from two (2) to seven (7) years' length including the year of leave. The leave shall be taken in the last year of the plan.
- 25.06 Payment Formula and Retention of Deferred Salary:

a) In each year of the DSLP preceding the year of leave, a teacher shall be paid a reduced percentage of salary.

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- b) The remaining percentage of annual salary (maximum 33 1/3 of salary) shall be placed in an individual trust account in an investment plan mutually agreeable to the teacher and the Board, in accordance with the Trustee Act.
- c) The interest earned annually shall be kept separate from the deferred salary and reported in the year earned in accordance with the requirements of Revenue Canada. The teacher shall receive twice-yearly statements showing the total deferred salary plus accumulated interest.
- d) The deferred salary shall be paid to the teacher in the year of leave, in the same manner as teacher's salary would be or in a manner mutually agreeable to the teacher and the Board. Interest accrued prior to the leave shall be paid in a lump sum.
- e) Interest accrued during the year of leave shall be paid to the teacher in the year it is earned. Monies will be invested in the highest yielding account in accordance with the Trustee Act.

25.07 During the period prior to the leave, the teacher shall be entitled to the same benefits, allowances, vacation, sick leave, teaching experience credit and seniority as when not enrolled in the plan.

25.08 During the period of the leave, seniority and teaching experience credit will continue to accrue. Long term disability coverage shall be based on the salary the teacher would have received had there not been a leave. Allowances shall not be paid and sick leave shall not be credited to the teacher's account during the year of leave. Teachers may participate, to the extent allowed by the plan, in all benefit plans including LTD upon payment of premiums by the teacher.

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

25.10 **Withdrawal**

A teacher may withdraw from the DSLP anytime up to March 1st of the school year prior to that in which the leave is to be taken.

Upon withdrawal from the DSLP, the teacher shall be paid the total amount of salary deferred plus interest accrued at the date of withdrawal in a lump sum within thirty (30) days of withdrawal or in a manner mutually satisfactory to the teacher and the Board.

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25.11 Should a member die while participating in the DSLP, the total salary deferred plus interest accrued at the time of death shall be paid to a designated beneficiary or the estate.

25.12 The Deferred Salary Leave Plan shall be subject to the Regulations under the Income Tax Act.

**ARTICLE 26 – UNION RELEASE TIME/LEAVE**

26.01 At the request of the Union, the Board shall grant release time to up to three (3) teachers named by the Union. Reimbursement for one (1) release time teacher shall be paid by the Union at the salary rate of a Category A2, year 0, teacher plus benefit costs. Reimbursement for additional release time will be at actual salary plus benefit costs. Further daily release time for additional purposes as required by the Union will be reimbursed by the Union at the occasional teacher rate to a maximum limit approved on an annual basis by the Director of Education or designate.

- 26.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.
- 26.03 The Board shall grant a leave of absence to a teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the cost of the teacher's total salary and other benefits. The teacher shall continue to accumulate seniority and teaching experience during the period of leave.
- 26.04 A teacher returning from a Union leave has the right to be reassigned to the same position held prior to going on leave, subject to the lay-off procedures in Article 6.

#### **ARTICLE 27 – RETIREMENT GRATUITY**

For teachers hired prior to September 1, 1998, the Retirement Gratuity plan in existence on that date in the predecessor Boards shall remain in effect (see Appendix C).

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#### **ARTICLE 28-GROUP REGISTERED RETIREMENT SAVINGS PLAN DEPOSIT**

- 28.01 For teachers who commence employment after September 1, 1998, the Board shall make a contribution of \$3,500.00 to the Group RRSP plan on behalf of the teacher. The payment shall be made on January 15, following twenty four (24) months of employment with District School Board Ontario North East.
- 28.02 The group RRSP insurance carrier and plan design shall be managed and determined by the Union.

#### **ARTICLE 29 - MOVEMENT BETWEEN PANELS**

- 29.01 No secondary teacher shall be given a position in the elementary schools under this Board if there is an elementary teacher currently employed by this Board who is qualified and who is willing to accept this position. Nothing in the preceding shall prevent a teacher, after consultation with the Principals, and the approval of

the Director and Board, from accepting a position in another panel with District School Board Ontario North East. Such a teacher shall continue to accumulate seniority in the elementary panel for up to a maximum of two (2) years. If a teacher who elects to become a member of another panel, after the above mentioned two (2) years, is declared surplus within five (5) years of the date of the original transfer, the teacher may return to the elementary panel retaining the teacher's seniority in effect at the time of original transfer.

## **ARTICLE 30 – PART-TIME ASSIGNMENTS**

### **30.01 Definition of Teacher on Part-Time Assignment**

A teacher on part-time assignment is a teacher employed on a regular basis for other than full-time duty.

### **30.02 Part-Time to Full-Time**

A teacher with a part-time assignment who, prior to March 1, requests a full-time assignment commencing the following school year, will be treated as a full-time teacher for purposes of staffing, and be given a full-time assignment, subject to the surplus and lay-off procedures in Article 6.

### **30.03 Part-Time Leave**

- a) A teacher with a full-time assignment who, prior to May 1, requests a part-time leave commencing the following school year shall have the request granted, providing the Board can find a suitable replacement.

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- b) A teacher who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave period.
- c) A teacher may apply prior to May 1 for an extension of the teacher's part-time leave and such extension shall be granted, providing the Board can find a suitable replacement.
- d) On return to a full-time assignment, the teacher has the right to continue to be a member of the staff of the school in which the teacher had a part-time assignment, subject to the lay-off procedures in Article 6.

### **30.04 Salary and Allowances**

A teacher on part-time assignment shall be paid according to the salary schedule and allowances in this collective agreement, pro-rated.

### **30.05 Benefits**



A teacher on part-time assignment shall have the right to participate in all benefit plans. For purposes of the Board's contribution to benefit premiums, the Board's share shall be pro-rated.

30.06           **Scheduling of Assignments**

In assigning duties to a teacher on part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the teacher. A teacher on part time assignment shall be assigned supervisory duties pro-rated within the scheduled working day.

**ARTICLE 31-CHANGES IN ORGANIZATION AND METHODS**

31.01           **Advance Notice of Planned Changes**

Prior to the introduction or implementation of any planned changes in organization including the reorganization of schools and classrooms, changes in methods of school operation, or changes in teaching methods affecting the teacher, the Board shall, by written notice, advise the Union of the planned change or changes as soon as possible. Such prior notice shall contain full and relevant information respecting:

- a)       The nature and the degree of the change or changes.
- b)       The date or dates on which the Board plans to effect the change or changes.
- c)       The location or locations involved.

**ARTICLE 32- STRIKES AND LOCKOUTS**

32.01           The Board agrees that there shall be no lockout of teachers and the Union agrees that there shall be not strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

32.02           **Strike By Other Board Employees**

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

**ARTICLE 33-UNION REPRESENTATIVES**

- 33.01 The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union (Workplace Steward).
- 33.02 **Union Access**  
The Board shall provide the Union with access to the Board's internal mail (including fax and electronic mail) services in order to conduct Union business. If extra costs are incurred, the Union shall reimburse the Board.
- 33.03 The Board shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.
- 33.04 The Board shall provide teachers in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program and does not increase plant costs, and shall provide meeting space, where available, to the general membership of the union, free of charge, on request.
- 33.05 The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.

#### **ARTICLE 34 -CORRESPONDENCE**

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

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#### **ARTICLE 35-PROFESSIONAL DEVELOPMENT**

- 35.01 **Professional Development Allowance**  
Applications from the Union for professional development funds will be considered by the Board through the Regional Superintendent of Schools for Professional Development activities to a maximum of \$4,000.00.
- 35.02 **Professional Development Committee**  
There shall be a professional development committee composed of one (1) Union representative and one (1) board representative to examine and discuss a program that would include:

- attending professional conferences
- attending workshops
- local curriculum development
- other professional activities
- funds to be administered

35.03 **Professional Activity Days**

Prior to March 15, the professional development committee shall meet to discuss the use and distribution of the four (4) Professional Activity Days for the following school year.

**ARTICLE 36-TERMS OF AGREEMENT**

36.01 This Agreement shall be in effect from, September 1, 1998 and shall remain in effect until August 31, 2000, and from year to year thereafter, unless either party notifies the other party in writing, as to its desire to renew the Agreement with or without modifications, pursuant to Section 59 of the Ontario Labour Relations Act.

36.02 Any amendment to or variation in procedures specifically set out in the terms of this Collective Agreement shall be in writing and by mutual consent of the Employer and the Union.

36.03 Notwithstanding the period of notice stipulated in Section 59 of the Ontario *Labour Relations Act*, either Party may notify the other within the period of one hundred and eighty (180) days prior to the termination date of the collective agreement that it desires to negotiate the renewal, with or without modifications, of this collective agreement.

SIGNED ON BEHALF OF:

Elementary Teachers'  
Federation of Ontario  
Local Ontario North East

District School Board Ontario  
North East

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**LETTER OF UNDERSTANDING**  
**Between**  
**DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,**  
**And**  
**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
**Re: Scheduled Work Day**

It is recognized that in some schools, students arriving on scheduled buses as they are currently scheduled may require supervision prior to 8:30 A.M.

The Board and the union agree to review options, which would eliminate the need for supervision of students by teachers before 8:30 A.M.

Teachers required to attend to supervisory duties prior to 8:30 A.M. will be deemed to have begun their scheduled working day at the scheduled supervisory time. The teachers' scheduled working day shall not extend past 7 ½ hours, as per Article 13, and shall be equitable relative to the scheduled working day of other teachers who work in the school.

The Board will provide to the Union President, a list of those teachers assigned to supervisory duty and the time that the duty begins and ends.

Signed on behalf of the Teachers

Signed on behalf of the Board

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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This 11<sup>th</sup> day of June, 1999.

## APPENDIX A

**The attached represents the sections of the Employment Standard's Act that apply to Termination and Resignation**

**1. Notice of Termination:** No employer shall terminate the employment of an employee who has been employed for three months or more unless the employer gives,

- (a) one weeks notice in writing to the employee if his or her period of employment is less than one year;
  - (b) two weeks notice in writing to the employee if his or her period of employment is one year or more but less than three years;
  - (c) three weeks notice in writing to the employee if his or her period of employment is three years or more but less than four years;
  - (d) four weeks notice in writing to the employee if his or her period of employment is four years or more but less than five years;
  - (e) five weeks notice in writing to the employee if his or here period of employment is five years or more but less than six years;
  - (f) six weeks notice in writing to the employee if his or her period of employment is six years or more but less than seven years;
  - (g) seven weeks notice in writing to the employee if his or her period of employment is seven years or more but less than eight years;
  - (h) eight weeks notice in writing to the employee if his or her period of employment is eight years or more,
- and such notice has expired.

**2. Idem:** Despite subsection (1), the notice required by an employer to terminate the employment of fifty or more employees in any period of four weeks or less shall be given in the manner and for the period prescribed in the regulations, and until the expiry of such notice the termination shall not take effect.

**2.1 Termination when bankruptcy, etc:** An employer shall be deemed to have terminated the employment of an employee if the employment is terminated by operation of law,

- (a) as a result of the bankruptcy of the employer, whether or not it is the employer who initiates the bankruptcy proceedings;
- (b) as a result of the insolvency of the employer; or
- (c) as a result of any operations of the employer being placed in receivership

**3. Information to be given:** Where so prescribed, an employer who is required to give notice by subsection (2),

- (a) shall provide to the Minister, in the prescribed form, such information as may be prescribed; and
- (b) shall, on the first day of the statutory notice period, post in the employer's establishment, in the prescribed form, such information as may be prescribed.

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**4. Posting:** The employer shall post the information required by clause (3) (b) in one or more conspicuous places in the employer's establishment where it is most likely to come to the attention of the affected employees and the employer shall keep the information posted throughout the statutory notice period.

**5. Idem:** The information required under subsection (3) may include,

- (a) the economic circumstances surrounding the intended terminations;
- (b) any consultations which have been or are proposed to take place with local communities or with the affected employees or their agent in connection with the terminations;
- (c) proposed adjustment measures and the number of employees expected to benefit from each; and
- (d) a statistical profile of the affected employees.

**6. When notice is effective:** Despite subsection (2), the notice required under subsection (2) shall be deemed not to have been given until the date the completed form required under clause (3)(a) is received by the Minister.

**7. Memorandum of date form received:** The Minister shall cause every form received in his or her office under clause (3)(a) to be endorsed with a memorandum of the date of its receipt.

**8. Notice to employer:** Where the completed form required under clause (3)(a) has been received, the Minister shall cause a notice to that effect to be sent to the employer within two business days of such receipt.

**9. Statement by Minister as to time:** A copy of the memorandum referred to in subsection (7) purporting to be certified by the Minister is, without proof of the signature of the Minister, evidence of the date the form was received.

**10. Exceptions:** Subsection (1) and (2) do not apply to,

- (a) an employee employed for a definite term or task;
- (b) an employee who is temporarily laid off, as defined in the regulations;
- (c) an employee who has been guilty of willful misconduct or disobedience or willful neglect of duty that has not been condoned by the employer;
- (d) a contract of employment that is or has become impossible of performance or is frustrated by a fortuitous or unforeseeable event or circumstance; or
- (e) an employee employed in an activity, business, work, trade, occupation or profession, or any part thereof, that is exempted by the regulations.

**11. Application of subss. (1), (2):** Despite clause (10)(d), subsections (1) and (2) apply to an employee whose contract of employment is or has become impossible of performance or frustrated by an order, direction or notice made, given or issued against an employer under the Environmental Protection Act.

**12. Duty of employer:** An employer who has terminated or who proposes to terminate the employment of employees shall, when required by the Minister for the purpose of facilitating the re-establishment of the employees in employment,

- (a) participate in such actions or measures as the Minister may direct;
- (b) participate in the establishment and work of a committee upon such terms as the Minister considers necessary; and
- (c) contribute to the reasonable cost or expense of the committee referred to in clause
- (d) in such amount or proportion as the Minister directs.

**12.1 Exception:** Subsection (12) does not apply to an employer whose employees are deemed to have been terminated under subsection (2.1).

**13. Rate of wages, etc., not to be altered:** Where the notice referred to in subsection (1) or (2) has been given,

- (a) no employer shall alter the rates of wages or any other term or condition of employment of any employee to whom notice has been given;
- (b) an employer shall pay during the period of notice,
- (c) the wages the employee is entitled to receive, which in no case shall be less than his or her regular wages for a regular non-overtime work week, and
  - (ii) those contributions to be made with respect to a fund, plan or arrangement to which Part X applies in order to maintain the benefits to which the employee is entitled; and
- (c) upon the expiry of the notice, the employer shall pay to the employee any wages or vacation pay to which the employee is entitled.

**14. Payments where employment terminated without notice:** Where the employment of an employee is terminated contrary to this section,

- (a) the employer shall pay termination pay in an amount equal to the wages that the employee would have been entitled to receive at his or her regular rate for a regular non-overtime work week for the period of notice prescribed by subsection (1) or (2), and any wages to which the employee is entitled;
- (b) the employer shall pay during the period of notice prescribed by subsection (1) or (2) those contributions to be made with respect to a fund, plan or arrangement to which Part X applies in order to maintain the benefits to which the employee is entitled during the period of notice; and
- (c) the employee shall be deemed during the period of notice prescribed by subsection (1) or (2) to be actively employed on the same terms and conditions in existence during his or her employment for the purpose of entitlement to benefits under a plan, fund or arrangement to which Part X applies.

**15. Notice by employee:** An employee to whom notice has been given under subsection (2) shall not terminate his or her employment until after the expiry of,

- (a) one weeks notice in writing to the employer if the period of employment is less than two years; or
- (b) two weeks notice in writing to the employer if the period of employment is two year or more,

unless the employer has been guilty of a breach of the terms and conditions of employment.



## LETTER OF UNDERSTANDING

The total number of teachers available for the September 1999 school allocation shall be determined by the following formula:

$$\text{Total Number of Teachers} = \frac{\text{Predicted October 31}^{\text{st}} \text{ enrolment}}{16.82 - 5}$$

This formula will apply only to staffing for the 1999/2000 school year subject to actual enrolment fluctuations.

## APPENDIX D

### INSURED BENEFIT PLAN

1. The share of premium paid will be 90% by District School Board Ontario North East and 10% by the participating teacher for Life and Health Insurance Benefits. Optional Life and Long Term Disability Benefits will be 100% Member paid.
2. The EI Rebate will be used to fund the Insured Benefit Plan.
3. A monthly report describing the ETFO's claims experience will be provided to the Board by Johnson Inc. The Board will provide a copy to the Union on receipt of the information from Johnsons.
4. There will be an assessment of ETFO's claims experience as at January 31, 2000 to determine the surplus/deficit. The actual cost of the plan year-to-date will be determined and if required, the Board's share or the teacher's share will be adjusted accordingly as soon as possible.
5. An accurate claim's experience report from September 1, 1999 to August 31, 2000 will be provided to the Board by Johnson Inc. The Board will provide a copy to the Union on receipt of the information from Johnsons.,

The following summarizes benefit coverage:

#### Basic Life Insurance

- Two (2) times annual salary to a maximum of \$200,000.00

#### Optional Life Insurance

- Coverage available for all employees and eligible spouses
- Coverage available in units of \$25,000
- Coverage limited to a maximum of \$300,000
- Coverage terminates at attainment of age 65
- Evidence of insurability (medical questionnaire) required for all new coverage and increased amounts (subject to approval by Sun Life)
- Rates are based on gender, age, and smoker/non-smoker status (see table)

## APPENDIX D

### Optional Life Insurance (continued)

Monthly rates per unit of \$25,000 (Effective February 1, 1999)*				
	<u>Male</u>		<u>Female</u>	
<u>Age Band</u>	<u>Smoker</u>	<u>Non-smoker</u>	<u>Smoker</u>	<u>Non-Smoker</u>
<24	\$3.08	\$1.90	\$1.03	\$0.63
24-29	\$2.48	\$1.53	\$1.23	\$0.78
30-34	\$2.48	\$1.53	\$1.23	\$0.78
35-39	\$3.13	\$1.93	\$1.90	\$1.15
40-44	\$5.13	\$3.15	\$3.13	\$1.93
45-49	\$9.33	\$5.73	\$5.38	\$3.33
50-54	\$16.30	\$10.03	\$8.95	\$5.50
55-59	\$26.38	\$16.20	\$13.95	\$8.58
60-66	\$36.90	\$22.70	\$20.23	\$12.45

\*Plus 8% Provincial Sales Tax for Ontario Residents  
**NOTE:** Premiums paid over a 10 month period will be adjusted accordingly

### Basic Accidental Death & Dismemberment (AD&D)

- Two (2) times annual salary to a maximum of \$200,000.00

### Dependent Life Insurance

- \$10,000.00 for the spouse and \$5,000.00 for each dependent child

### **EXTENDED HEALTH CARE**

Prescription drugs: \$1.00 deductible per prescription  
 Pay Direct Drug Card – continue to use your existing card  
 Fertility drugs - \$3,000 lifetime maximum  
 Smoking cessation - \$300 lifetime maximum  
 Sexual dysfunction - \$500 per year

Hospital: Semi-private coverage

Vision Care \$200 per 24 months

Private Duty Nursing Covered up to a maximum of \$10,000 per calendar year

Hearing Aids Covered to a maximum of \$400 per 48 months

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**APPENDIX D**

Extended Health Care (continued)

Orthopaedic Shoes	Covered to a maximum of \$100 per calendar year
Chiropractor	Covered up to \$20 per visit and 15 visits per calendar year, after OHIP maximum reached
Osteopath	Covered up to \$20 per visit and 15 visits per calendar year
Physiotherapist	Covered up to \$40 per visit and 15 visits per calendar year
Podiatrist/Chiropodist	Covered up to \$20 per visit and 15 visits per calendar year
Psychologist	Covered up to \$75 per visit and 12 visits per calendar year
Speech Therapist	Covered up to \$50 per visit and 12 visits per calendar year
Massage Therapist	Covered up to \$20 per visit and 15 visits per calendar year
Naturopath	Covered up to \$300 per calendar year
Acupuncturist	Covered up to \$300 per calendar year
Ambulance	Covered
Out-Of-Province/Country	Emergency Medical coverage while travelling (not for resident status)
Maximum	\$1,000,000 lifetime maximum
Duration of Coverage	Unlimited trips Maximum duration 60 days per trip
Travel Assistance Provider	World Access Canada

**DENTAL**

Deductible	Nil
Fee Schedule	Current ODA fee guide
Basic and Preventative	100% reimbursement (includes denture repairs)

Recall Exams 6 month interval

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APPENDIX D

Dental (continued)

Annual maximum	Unlimited
Endodontics and Periodontics	80% reimbursement
Annual Maximum	Unlimited
Major Restorative	50% reimbursement (including complete and partial dentures)
Annual maximum	\$1,500
Orthodontics	50% reimbursement for children up to age 19
Lifetime maximum	\$1,500

**DEPENDENT CHILDREN**

Coverage up to the age of 21 or he/she may remain on the plan until the age of 25 as a full-time post secondary student.

Dependent Child means the natural, legally adopted, step or foster child of the employee or spouse who is unmarried, unemployed, and dependent on the employee or spouse for financial support, and who is:

1. under 21 years of age, or
2. under age 25 and in full-time attendance at an accredited college, university, or other institute of higher learning, or
3. physically or mentally incapable of self-support and became incapable to that extent while entirely dependent on their parent for maintenance and support and while eligible under 1) or 2) above.

**ADDITIONAL INFORMATION**

All rights with respect to a Member of the Plan will be governed solely by the Master Policies issued by the underwriters.

