

Collective Agreement

between

District School Board Ontario North East

and

Elementary Teachers' Federation of Ontario
Ontario North East Local
Representing-Elementary School Teachers

Begins:
09/01/2001

Terminates:
08/31/2004

11880 (04)

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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 1,2000, the Board shall deduct, for every pay period 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.

- 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 and the Union agree 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 Union shall be provided with a copy of the collective agreement, at Board expense, within four (4) weeks of the ratified agreement being proofed by the Union. The ratified Collective Agreement shall be posted on www.dsb1.edu.on.ca/docushare within two (2) weeks of being proofed by the Board.
- 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 members of the Union shall be required or requested to formally evaluate a teacher's competence.
- Teachers shall be evaluated according to the evaluation procedures and policies as outlined in Board Evaluation Policy of the District School Board Policy Manual.

A committee composed of the superintendent responsible for teacher performance appraisal and one other superintendent or designate from the Board and two representatives from the Union shall meet by April 30th to discuss changes in procedures and policies, as outlined in the Board Evaluation Policy of the District School Board Policy Manual.

Any amendments to this policy will be done 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.

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.
- 5.06 a) The Employer shall post a copy of the seniority list in an appropriate location at each work site by October 31 each year. The seniority list will be reviewed by members until November 30th and if there are no errors or omissions, the list will be deemed to be correct.
- b) 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 November 30th outlining the alleged error. **The** employer may require the member to submit additional documentation.
- c) 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 by December 15th. This seniority list shall be deemed correct.
- 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 November 30th.

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 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.

(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 Public School, Joseph H. Kennedy, Regional Board Office)
- 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, Regional Board Office)
- 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, New Liskeard Office)

(d) Regions

The areas are:

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

6.01 Transfers

Teachers who wish to be considered for transfers to another elementary school must inform the Superintendent of Schools and the President of the Union in writing by March 31. The Superintendent of Schools shall acknowledge **and** respond to requests for transfer.

6.02 A request for transfer should include:

- (i) qualifications
- (ii) subject areas previously taught without qualifications
- (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 to the appropriate Regional Superintendent and the President of the Union.
- 6.04 Teacher exchange requests shall be forwarded to the appropriate Regional Superintendent and the President of the Union.
- 6.05 Administrative initiated transfers may be necessary for program or individual needs, These may occur following consultation with the teacher.
- 6.06 The Board will pay a Teacher who is given **an** administrative transfer in excess of seventy (70) kilometers (one way) from the original school an allowance **of** two thousand dollars (\$2,000.00) per annum.
- 6.07 **Surplus**
Should transfers as per Articles 6.03 and 6.05 not satisfy the staffing or program requirements, the Teacher or teachers whose Board seniority is the lowest in the schools, and who is not qualified in accordance with the Act and Regulations **as** amended shall be designated as surplus to the staffing/program 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 on or before May 30th. Such notification is to be preceded by **an interview** with the teacher.
- 6.10 Copies of all letters declaring teachers surplus shall be sent to the President of the Union.
- 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.
- 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 of 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.
 - (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 on or before June 15th.
- 6.19 Copies of all letters declaring teachers redundant shall be sent to the President of the Union.

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.

6.21 Recall

The Director or designate shall maintain a recall list of all teachers declared redundant and forward a copy to the President of the Union.

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 and the Union agree 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 personnel file within five (5) days of a written request and in the presence of the Superintendent of Schools or designate. The teacher may copy any material contained in the file.
- A teacher shall have access, in a mutually agreeable manner, to the documents recording parental input as outlined in section 277.31 and 277.32 of the 2004 Annotated Ontario Education Act.
- 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) school 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 The Board undertakes to alter the Teacher Performance Appraisal policy, in consultation with the Union, to destroy parent survey forms at the conclusion of the teacher performance appraisal process, providing the teacher's performance appraisal is satisfactory.

- 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.
- 8.10 **Access To Board Minutes**
The Board shall provide to the Union copies of any agendas, minutes and support 89documents 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) days worked. 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.

10.02 Effective September 5, 2002 the annual salary payable to each teacher pursuant to this collective agreement shall be paid according to the following schedule

Pay 1	September 5, 2002	3.8461538%
Pay 2 -26	bi-weekly	3.8461538%

10.03 A failure by the Board to deposit a teacher's pay on agreed dates will result in the Board payment of a teacher's bank charges caused by the Board's late payment. Prior to the Board's payment of bank charges the Board and the Union must agree that the bank charges were due to Board error.

10.04 **Grid Placement**

Effective September 1, 2003 the salary grid shall be adjusted to reflect a 2% increase in each grid cell.

Effective February 26, 2004 the salary grid shall be adjusted to reflect a 2% increase in each grid cell.

Effective August 31, 2004 the salary grid shall be adjusted to reflect 0.15% increase with an end rate of \$76,250.00

Years of Exp.	Category A0	Category A1	Category A2	Category A3	Category A4
0	\$33,498.02	\$37,178.95	\$38,620.29	\$41,796.49	\$43,889.33
1	35,539.11	39,257.01	40,755.36	44,331.76	46,686.46
2	37,581.26	41,336.11	42,889.37	46,864.91	49,481.48
3	39,623.41	43,414.16	45,023.39	49,400.18	52,276.50
4	41,663.45	45,491.16	47,158.46	51,934.38	55,072.58
5	43,705.60	47,570.27	49,292.47	54,468.59	57,869.71
6	45,747.75	49,648.32	51,426.49	57,002.80	60,664.73
7	47,788.84	51,727.42	53,560.50	59,537.01	63,459.76
8	49,829.94	53,806.53	55,695.57	62,070.16	66,255.83
9	51,871.03	55,883.53	57,829.59	64,605.43	69,050.85
10	53,913.18	57,962.63	59,963.60	67,138.58	71,847.99
11	55,954.27	60,043.85	62,105.01	69,683.35	74,643.01
12	57,995.37				
13	60,043.85				

Years of Exp.	Category A0	Category A1	Category A2	Category A3	Category A4
1	36,249.89	40,042.15	41,570.47	45,218.40	47,620.19
2	38,332.89	42,162.83	43,747.16	47,802.21	50,471.11
3	40,415.88	44,282.44	45,923.86	50,388.18	53,322.03
4	42,496.72	46,400.98	48,101.63	52,973.07	56,174.03
5	44,579.71	48,521.68	50,278.32	55,557.96	59,027.10
6	46,662.71	50,641.29	52,455.02	58,142.86	61,878.02
7	48,744.62	52,761.97	54,631.71	60,727.75	64,728.96
8	50,826.54	54,882.66	56,809.48	63,311.56	67,580.95
9	52,908.45	57,001.20	58,986.18	65,897.54	70,431.87
10	54,991.44	59,121.88	61,162.87	68,481.35	73,284.95
11	57,073.36	61,244.73	63,347.11	71,077.02	76,135.87
12	59,155.28				
13	61,244.73				

Effective August 31, 2004

Years of Exp.	Category A0	Category A1	Category A2	Category A3	Category A4
0	\$34,219.23	\$37,979.41	\$39,451.79	\$42,696.37	\$44,834.27
1	36,304.26	40,102.21	41,632.83	45,286.23	47,691.62
2	38,390.39	42,226.07	43,812.78	47,873.91	50,546.82
3	40,476.50	44,348.86	45,992.75	50,463.76	53,402.01
4	42,560.47	46,470.58	48,173.78	53,052.53	56,258.29
5	44,646.58	48,594.46	50,353.74	55,641.30	59,115.64
6	46,732.70	50,717.25	52,533.70	58,230.07	61,970.84
7	48,817.74	52,841.11	54,713.66	60,818.84	64,826.05
8	50,902.78	54,964.98	56,894.69	63,406.53	67,682.32
9	52,987.81	57,086.70	59,074.66	65,996.39	70,537.52
10	55,073.93	59,210.56	61,254.61	68,584.07	73,394.88
11	57,158.97	61,336.60	63,442.13	71,183.64	76,250.07
12	59,244.01				

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.

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 15th, for a teacher hired prior to October 15th, and within two (2) months for a teacher hired on or after October 15th 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:
 - 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.
 - 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 5. Until the statement is received, a teacher shall **be paid** 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 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 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.

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) The Teacher-in-Charge shall be paid a per diem rate in addition to the employee's regular salary as follows:
 - September 1, 2003 - 35.70
 - February 26, 2004 - 36.41
 - August 31, 2004 - 36.46

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.

On an annual basis, the Teacher-in-Charge per diem rate shall be adjusted to reflect the negotiated salary increase.

- 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 a teacher diagnostician shall be paid as follows:

Coordinator - 115% of A4 maximum
Teacher Diagnostician - 105% of A4 maximum

A teacher eligible for the degree allowance in 11.04 shall have this allowance added to the total 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**
The Board agrees to pay, at the beginning of the school year following completion of summer school courses, \$60.00 per week to a maximum of \$360.00 to a teacher under contract who, after one (1) year's service with the Board, successfully completes summer courses as listed below:
- 1. Summer courses for additional qualification taken beyond the Ontario Teachers' qualifications and recognized by the Ontario College of Teachers.
 - 2. ETFO Credit Courses accredited by Drake University taken within a six-day period.

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.

c) Effective September 1, 2003, the January professional activity day in each school year shall be used, in consultation with the school principal, for curriculum review, development and implementation.

d) Preparation time shall be scheduled in intervals of not less than twenty (20) minutes.

- 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.
- 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 determines 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 each 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. It is recognized that there may be exceptional circumstances as determined by the Board, when program needs may be unaffected and 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 **Staffing Committee**
A Staffing Committee shall be formed consisting of three (3) Superintendents from the Board **and** up to three (3) representatives as designated **by** the **Union**. The Committee **shall** meet two (2) time per year or as mutually agreed to discuss the following::
- 1) Class Size as at October 31".
 - 2) Board Staffing Plan and Surplus/Redundancy issues for the following school year by June 7.

- 3) One additional meeting upon request by either party.

In addition, the Staffing Committee shall obtain and review the amount of assigned supervisory duty for each teacher in each school by October 31, 2003.

On an annual basis, the Staffing Committee shall develop a policy to govern the working conditions for the following teachers with Board-wide assignments:

teacher of the deaf or blind
teacher diagnostician

- 13.02 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.

General Terms of Reference

- 1) To consult with the Union.
- 2) To receive recommendations from the Union regarding Board staffing plans and matters related to the Board staffing plan.

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

13.05 Class *Size*

- (a) (i) The actual class size average for the Board shall not exceed twenty four point five (24.5) students per class as calculated by the Ministry of Education and Training.

- (ii) The guideline for the initial September school organization shall be made according to the following limits and shall be verified on October 31st each year.

JK - SK	24
1 - 3	29
4 - 6	31
7 - 8	34

- (b) Enrolment as at October 31 for split grades shall be made according to the following limits:

JK – SK	23
1 – 3	28
4 – 6	30
7 – 8	33

- (c) To accommodate for an influx of students, the limits as outlined in (a) (ii) and (b) may be exceeded by two students in up to twelve (12) classes.

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

The Union may, within twenty (20) days of becoming reasonably aware of an occurrence giving rise to a complaint, initiate a written complaint, citing the relevant Collective Agreement article, with the principal or immediate supervisor who shall answer the complaint in writing five (5) days after receipt of the complaint.

14.04 Grievance Procedure - Individual

In the case of a grievance by the Union 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 at the complaint Stage is not acceptable to the Union, the Union shall initiate a written grievance within twenty (20) days to the 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 Union.

14.06 **Step 2**
 If the reply of the Regional Superintendent or designate is unacceptable to the Union, 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 Union, 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 Union 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 Union 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.

14.17

Each Party shall bear its own expenses respecting appearances at hearings of the arbitration board. The Union 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.

ARTICLE 17 – HARASSMENT

The Board, recognizes its obligation to ensure that every teacher is free from harassment in the working environment. Harassment complaints will be addressed in accordance with Board Harassment Policy 1.2.2 of the District School Board Ontario North East Policy Manual. Amendment to this policy will be in consultation with the Union.

ARTICLE 18 – BENEFITS

The Board is not the insurer of the non-statutory employee benefits. The Union shall determine the carrier of the insured benefits plan. The terms of the carrier's contract shall prevail at all times.

18.01 Benefit Plan Design Committee

- a) The Board premium share of all non-statutory benefits excluding LTD shall be \$2,334.00 for each teacher, 0.5 FTE or greater employed by the Board on October 31st of each year. For Board funding purposes, a teacher on LTD will be included in the FTE total.
- b) The teacher premium share of all non-statutory benefits excluding LTD shall be determined by the Union and OTIP for each teacher 0.5 FTE or greater employed by the Board.
- c) The Board shall forward the Board premium share and the Teacher premium share to OTIP. Payments of 25% of the total premium share shall be made to OTIP on the following dates;
November 1
January 1
April 1
July 1
- d) The Union shall assume all administration of the benefits excluding statutory benefits for the teachers.

Notwithstanding the above, the Board shall provide all newly hired teachers the forms to enrol in the insured benefits plan and provide to the Union an e-mailed copy of the letter of hire of each new teacher. The Union shall assume the responsibility for the enrolment of members in the insured Benefit Plan.

- e) Participation in the Group Life and ADD Insured Benefit Plan is mandatory for all teachers 0.5 FTE or greater. Participation in Extended Health and Dental coverage will be at the option of the teacher.
- f) The Employment Insurance rebate will be used to fund the benefit plan on an annual calendar year basis, Payment shall be made by the Board to OTIP by March 15th of each year. An accounting of the determination of the Employment Insurance rebate shall be forwarded by the Board to the Union by March 15th of each year.
- g) Optional Life Insurance benefits will be 100% teacher paid.

18.02 **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.

18.03 **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

$$\text{Per Diem Rate (annual salary/194)} = \text{Sick Leave Credit deduction}$$

18.04 **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.

18.05 **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 premium shall be pro-rated in accordance with their teaching assignment for teachers whose assignment is less than 0.5. 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.

18.06 **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.

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
- 19.05
- 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.
- 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.

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 illness of a family member or a person who stands in the place of a family member. The Superintendent of Schools shall be responsible for the approval of compassionate leave.
- 21.06 **Personal Leave**
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. The scheduling of the personal leave day shall be approved by the Principal. Requests will not be unreasonably denied.
- 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 adhere to all clauses of the Employment Standards Act in the granting of pregnancy and parental leave. 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 thirtyfive (35) weeks or such shorter leave as the teacher requests. Additional unpaid leave shall be granted in accordance with Article 20.01.
- 22.02 **SEB PLAN**
The Board shall provide for teachers on pregnancy or parental leave a supplementary employment insurance benefits plan. The benefit paid under this plan shall be ninety-five percent (95%) of the Teacher's weekly earning regularly paid, for two weeks (2), providing the waiting period is not in July and August and the Teacher applies for and receives Employment Insurance.
- 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.

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

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 1st 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 15th 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.
 - 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.

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 January 1, 1996, the Retirement Gratuity plan in existence on that date in the predecessor Boards shall remain in effect (see Appendix C).

ARTICLE 28-GROUP REGISTERED RETIREMENT SAVINGS PLAN DEPOSIT

- 28.01 (a) For teachers who commenced employment after January 1, 1996, the Board shall make a contribution of three thousand five-hundred dollars (\$3,500.00) to the Group RRSP plan on behalf of the teacher. The teacher shall receive the contribution after two (2) continuous school years of employment. The calculation of service is to commence from the date of hire (as a teacher subject to this agreement) to September 30, or February 28 of each year. It is understood that a teacher can qualify only once for this benefit. If a teacher resigns **and** is subsequently rehired, the teacher does not qualify a second time for the three thousand five-hundred dollars (\$3,500.00) RRSP benefit.

- (b) The Board shall make a contribution of three thousand five-hundred dollars (\$3,500.00) to the Group Retirement Savings Plan on behalf of each teacher hired prior to January 1, 1996 who had neither a retirement gratuity nor a predecessor Board's 'registered Retirement Savings Plan by June 1, 2001.
- (c) Notwithstanding the above, the teachers who qualify for a retirement gratuity in Article 27 will have the option of receiving the three thousand five-hundred dollars (\$3,500.00) RRSP deposit providing this option is exercised on or before June 30, 2001. A teacher who selects this option will not receive the retirement gratuity as outlined in Article 27.

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.
- 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 for teachers with assignments less than 0.5.

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.

ARTICLE 35-PROFESSIONAL DEVELOPMENT

35.01 Professional Development Allowance

The Board shall administer professional development funds which can be accessed at the Unions discretion to an amount of \$4,000 per year. The account shall carry forward from year to year. The board shall provide an accounting of the fund at the request of the Union.

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-TERM OF AGREEMENT

36.01 This Agreement shall be in effect from, September 1, 2001 and shall remain in effect until August 31, 2004, 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.

ARTICLE 37 – WORKPLACE VIOLENCE

37.01 Workplace violence shall be defined as any incident in which a teacher is abused, threatened or assaulted during the course of employment. This includes the application of force, threats and severe verbal abuse.

The Board in consultation with the Union shall develop policies and procedures to deal with workplace violence by June 30th, 2004.

ARTICLE 38 – PRINCIPAL OR VICE-PRINCIPAL

A teacher who is assigned to be a temporary Principal or Vice-Principal shall:

- a) continue to be a member of the Union and continue to pay union dues
- b) not be required to formally discipline or formally evaluate another teacher
- c) continue to accumulate seniority.

A position of temporary Principal or Vice-Principal shall not exceed one-hundred and ninety-three (193) days in duration.

Dated in Timmins, Ontario this 9th day of December, 2004.

SIGNED ON BEHALF OF:

**Elementary Teachers'
Federation of Ontario
Local Ontario North East**

**District School Board Ontario
North East**

Barbara Butler
James McMeekin

Ken Dy...

LETTER OF INTENT

Article 12.04 – Instructional Time Grievance

It is understood that on February 9, 2001, the bell time assignments at Diamond Jubilee Public School and the instructional time associated with them will cease. The solution to the grievance is that instructional time will commence with the student's instructional day. This instructional time is not to exceed one thousand three-hundred and forty minutes (1 340) **per week**.

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.

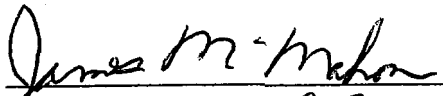
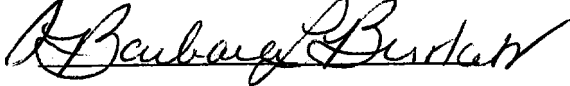
The Parties will report their findings to each party by November 30, 2002.

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.

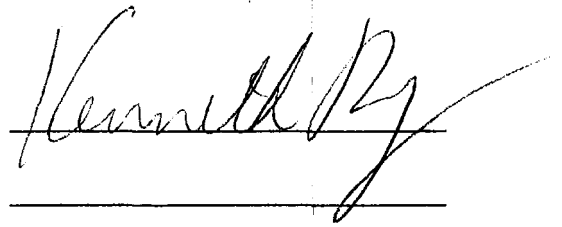
Teachers required to attend to supervisory duties prior to 8:30 A.M. will be deemed to have begun their scheduled working day at the scheduled supervisory time. The teachers' scheduled working day shall not extend past 7 ½ hours, as per Article 13, and shall be equitable relative to the scheduled working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

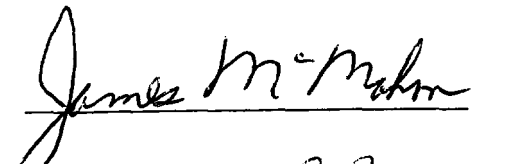



This 11th day of June, 1999.

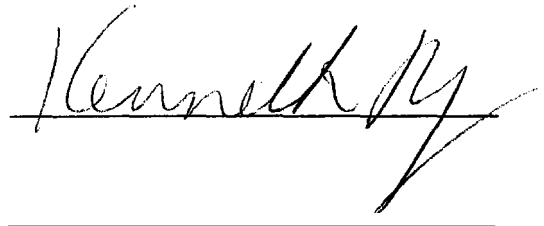
LETTER OF UNDERSTANDING
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Criminal Background Checks

The Board agrees to perform the Criminal Background Checks for ETFO Members in accordance with the procedures developed by the Ontario Education Services Corporation.

Signed on behalf of the Teachers

Signed on behalf of the Board



This 1st day of May 2003.

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.

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,
 - (i) 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.

APPENDIX B

TIMMINS BOARD OF EDUCATION

13.03

UNUSED SICK LEAVE RETIREMENT ALLOWANCE

This plan recognizes and rewards a teacher for regular attendance of his duties as a teacher employed by the Board. To qualify for this allowance a teacher must:

- 1) have completed a minimum of ten (10) years of continuous service in schools under the jurisdiction of the Board or its predecessor Boards immediately prior to retirement,
- 2) be retiring from the profession and in receipt of a Teacher's Superannuation Pension within twenty-four (24) months of the date of retirement
- 3) The amount of his/her allowance shall be calculated as the product of the teacher's average salary for the best two (2) years of service with the Board and a percentage rate determined by multiplying the number of years of continuous service with the Board by one decimal six, six (1.66).
- 4) Maximum amount of any one allowance shall be the product of the unused sick days to a maximum of two hundred and twenty (220) divided by two hundred and twenty (220) and, the lesser of
 - 1) one-half of the teacher's average salary for the best two (2) years of service with the Board,
 - 2) the gratuity as determined in 3 above. Payment shall be made in one lump sum on retirement or in three (3) annual payments as mutually agreed between the teacher and the Board.

In the event of the death of a teacher, either before or after retirement but before the payment of the full benefits of the Unused Sick Leave Retirement Allowance for which a teacher may be eligible, the whole, or such benefits as remain unpaid, shall be paid to the estate forthwith. For all teachers of the predecessor Tisdale Board who were on staff as of June 1, 1968, full rights and privileges as were existing for purposes of the existing Retirement Gratuity Plan, under the Tisdale Board remain in full force and effect, as follows:

APPENDIX B

That a retirement gratuity, on retirement from service with the Board when the teacher becomes eligible for superannuation, be paid 50% of the balance at credit in the cumulative sick leave account, based on salary in effect, but not exceed one-half (1/2) year's salary as per Section 158 of the Education Act, 1974.

- 5) This allowance will only be paid to teachers employed prior to September 01, 1983. Any allowance paid to a teacher employed after August 31, 1983 shall not exceed \$10,000.00.

APPENDIX B

**COCHRANE, IROQUOIS FALLS, BLACK RIVER
MATHESON BOARD OF EDUCATION**

ARTICLE XVIII RETIREMENT GRATUITY PLAN

18.01 Retirement Gratuity Plan

Upon retirement from the teaching profession, after five (5) or more years' continuous service with the Board, a Teacher shall be entitled to a Retirement Gratuity based on the following :

- a) A retiring Teacher is defined as a Teacher who ceases to be employed by the Board and who will immediately receive Teachers' Pension Plan payments as a determinant qualifier the Teacher has permanently retired, or a Teacher who is retiring after being judged by a qualified medical practitioner at a date of cessation of employment to be physically or mentally incapable of earning a living as a Teacher.
- b) The Board shall pay, subject to the formula, up to \$18,000 or one-half the Teacher's final total annual salary, whichever is the lesser who has a sick leave accumulation of 200 days to surrender and has taught for at least five (5) consecutive years with the Board and is retiring from the teaching profession.
- c) The number of years' service with this Board required for maximum retirement gratuity shall be fifteen (15) years.
- d) If a Teacher who is retiring from the profession and has taught for five (5) continuous years or more with this Board and has less than 200 days accumulated sick leave, the Teacher shall be paid proportionately.
- e) The following formula shall be used to calculate the amount of the gratuity:

$$G = \frac{N}{P} \times \frac{S}{2} \times \frac{Y}{M} \text{ which is less than or equal to } \$18,000$$

Where G = the amount of gratuity
N = the number of days of sick leave credit accumulated
(maximum 200 days)
P = 200 days
S = the final total annual salary at the time of retirement
Y = the number of years' service with the Board (maximum
15 years)
M = the number of years' service required for maximum
Retirement gratuity

Notwithstanding the above, in the calculation of a gratuity for a Teacher with at least ten (10) years of service with the Board at the end of the 1979-80 school year, M shall be equal to the lesser of the number of years' service and 15.

- f) In the event of death of any member of the staff, either before or after retirement but before receiving the benefits herein provided, such benefits shall lapse except in the event of a member of the staff leaving a spouse or legal dependants surviving; in such case, the benefits shall be paid to **the** spouse or legal dependants.
- g) This Retirement Gratuity Plan shall become operative for any Teacher from the date of employment of the Teacher. (i.e. There shall be no waiting period.)
- h) This plan shall exclude those Teachers from Cochrane who are on the accumulative sick leave cash gratuity plan.

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HEARST BOARD OF EDUCATION

ARTICLE XXIV

RETIREMENT GRATUITY

- 24.01 a) The normal retirement age shall be according to the Teachers' Superannuation Act.
- b) This benefit will apply only to those teachers whose employment commenced prior to June 30, 1979 and who, after ten (10) continuous years of service with this Board, ceased to be employed because of:
- (1) death;
 - (2) permanent disability; or
 - (3) retirement directly to superannuation not reduced by age with allowances, commencing on the first day of the month in which she/he ceased to be employed.

Resignation to be married or being dismissed for cause will not entitle an Employee to Retirement Gratuity.

It is understood that a leave of absence approved by the Board would not be considered a break in tenure under the provisions of this section.

- c) If any teaching employee who was hired prior to June 30, 1979 dies either before or after retirement, and at the time of death has had at least ten (10) years continuous experience with this Board, the Retirement, Gratuity shall be paid to the estate of the deceased employee as per sections (d) and (e) below.
- d) (i) The maximum amount of the Retirement Gratuity may be equal to but shall not be more than half of the teaching employee's salary at the time of retirement.
- (ii) The amount of the Retirement Gratuity shall be calculated as follows:

$$G = \frac{N}{200} \times S, \quad \text{where}$$

- G** equals amount of gratuity;
- N** equals the number of days of Sick Leave Credits but not in Excess of 100;
- S** equals employee's salary at the time of retirement.

APPENDIX B

HEARST BOARD OF EDUCATION

- e) The Retirement Gratuity shall be paid on January 31st next following separation from the Board. The recipient may choose the option of receiving two equal payments spread over two years, in which case one payment shall be due on January 31st following separation and the second shall be due one year later. Under such two payment option, the Board shall not be expected to pay any interest.

In the event of the death of a teacher, the amount of the retirement gratuity that would have been paid to the teacher if she/he has retired on the date of her/his death, shall be paid to her/his beneficiary.

24.02

Goals:

- 1. To encourage teachers to stay with the Hearst Board of Education for at least ten (10) years.
- 2. To recompense teachers, hired on or after September 1979, who have given the Hearst Board of Education at least ten (10) years of continuous service.
 - a) In lieu of a retirement gratuity, a new incentive plan will be implemented for all teachers hired on or after September 1979.
 - b) To qualify a teacher must be on permanent contract.
 - c) Amounts placed in the Plan, per teacher, will be:

September 1979 - August 1983	\$5,000.00
September 1983 - August 1986	\$4,000.00
September 1986 and after	\$3,000.00
 - d) These amounts shall be placed in the Plan over three (3) years for teachers qualifying as of September 1, 1992 at the rate of thirty-four (34) percent in January 1993, thirty-three (33) percent in January 1994 and thirty-three (33) percent in January 1995, per individual teacher.

For teachers qualifying in September 1993, the rates shall be fifty (50) percent in January 1994; fifty (50) percent in January 1995.

For teachers qualifying in September 1995 and after, the full amount shall be placed in the Plan.

APPENDIX B

HEARST BOARD OF EDUCATION

- e) A teacher who leaves the employ of the Board after at least ten (10) years continuous employment with the Board is eligible to receive her/his total amount placed in the Plan, not to exceed fifty (50) percent of the teacher's salary at time of leaving, including interest and with all accumulated sick leave credits in the teacher's name at the time she/he receives compensation under this article are reduced to **nil**.
- f) If a teacher becomes redundant before ten (10) consecutive years with the Board, she/he is eligible to receive a portion of her/his amount placed in the Plan as follows:
- | | |
|---------------------------|--------------------------|
| 3 to 5 consecutive years: | \$1,000.00 plus interest |
| 6 to 8 consecutive years: | \$2,000.00 plus interest |
| 9+ consecutive years: | \$3,000.00 plus interest |
- g) The following absences will be considered as being continuous employment with the Hearst Board of Education:
- 1) Sabbatical Leave with or without pay, approved by the Hearst Board of Education.
 - 2) Sick Leave under the cumulative sick leave plan.
 - 3) Service with the DND sponsored by the Board.
 - 4) Maternity/Parental Leave including extended parental
 - 5) Teacher-funded Leave as per Article XX.
- h) In the event that a teacher leaves the employ of the Board and is not eligible to receive a gratuity in accordance with e) or f) above, monies held in the fund for that teacher shall remain in the fund and be credited equally to the account of those teachers left in the plan and where the teacher's credit exceeds **fifty** (50) percent of her/his salary, such excess will revert to the Board.
- i) The administration of the Plan will be carried out by qualified financial organization.
- j) There shall be a yearly audit carried out by a party acceptable by the Hearst Board of Education and the teachers.
- k) When a payment is made, the cheque shall be signed by the Chairperson and the Administrator of the Hearst Board of Education.
- l) In the event of the death of a teacher before or after ten years continuous service with the Board, monies placed in the Plan, plus interest, will be paid to the estate of the teacher.

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HEARST BOARD OF EDUCATION

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed in their respective names by their respective representatives thereunto duly authorized, as of this

_____ day of _____ 1995.

THE PUBLIC ELEMENTARY PANEL OF
THE HEARST BOARD OF EDUCATION

CLAYTON BROWN PUBLIC SCHOOL
ECONOMIC POLICY COMMITTEE

Chairperson

Chairperson

Secretary

President – Local Branch O.P.S.T.F.

President – Local Branch F.W.T.A.O.

APPENDIX B

KAPUSKASING BOARD OF EDUCATION

ARTICLE X

CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY PLAN

In accordance with the Education Act 1983, the following Sick Leave and Retirement Gratuity Plan is adopted.

10.01

Objects of the Plan

- a) To protect the teaching employees in the elementary schools under the jurisdiction of the Board in the event of serious illness, from loss of wages, by allowing them to use the accumulated portion of their annual sick leave allowance.
- b) To provide teaching employees who retire to a superannuation pension or for health reasons after ten (10) or more years' continuous service with this Board, with a Retirement Gratuity, subject to Clause 10.05.

10.02

Operation of the Plan

- a) The Board shall keep a ledger in which shall be entered the credits, accumulated credits and deductions therefrom.
- b) At the commencement of employment, and at the beginning of each school year, the teacher's sick leave account shall be credited with the statutory twenty (20) days sick leave. The teacher's sick leave credit shall not accumulate beyond a maximum of 260 days.
- c) Where a teacher commences employment after September 1 in any year, for the purpose of subsection (b) hereof, the twenty (20) days per year shall be pro-rated. Where a teacher ceases employment before June 30 in any year, a deduction shall be made from the teacher's sick leave account at the rate of two (2) days per month from the date employment ceased.
- d) When an employee of another Board which has established a sick leave credit plan under the Education Act 1983 becomes an employee of this Board, he/she shall, provided there has been no intervening employment, be entitled to have placed to his/her credit the sick leave credits standing to his/her credit in the plan of the Board which previously employed his/her, up to the ceiling allowed by this Board.

APPENDIX B

KAPUSKASING BOARD OF EDUCATION

- e) On leaving the employment of this Board or by the 15th day of July of every year, a teacher shall be entitled to receive a statement of his/her cumulative sick leave credit, duly certified by the Board. This statement shall be mailed directly to the teacher.
- f) Authorized leave of absence for military service during wartime does not break continuity of service with this Board.

10.03

Deductions

- a) Personal Illness
 - i) Absence for illness of the employee for a period of five (5) working days or less may be certified by the school Principal or by the Director of Education. Absence over five (5) working days must be certified by a qualified medical or dental practitioner or chiropractor.
 - ii) Notwithstanding sub-paragraph (i), the Board may require an employee to submit the certificate required thereunder for a period of less than five (5) consecutive working days, provided that the employee has been given prior notice.
 - iii) Deductions shall be made from an employee's sick leave credit for the number of days of absence because of illness. No salary payment shall be made to the employee for absence beyond the number of days to his credit in the sick leave plan.
 - iv) The absence of a teacher granted pregnancy leave is not considered a proper charge against sick leave.
 - v) Absence for sickness or accident which is the result of proven criminal action on the part of the employee is excluded from this plan.
- b) Absence Covered by Workers' Compensation
 - i) This Board provides protection for its employees under the provisions of the Workers' Compensation Act.

It is required, therefore, that an employee accept any payment of an award of the Workers' Compensation Board made in respect to loss of salary.

APPENDIX B

KAPUSKASING BOARD OF EDUCATION

- ii) If an employee does not wish to use his/her sick leave to supplement his/her salary award by the Workers' Compensation Board, he/she must give written notification to that effect to the Treasurer of the Board within one (1) week of the occurrence of the accident. In no instance shall these combined sums exceed the regular salary for the period of award.
- iii) On expiration of the period of salary award by the Workers' Compensation Board, the employee shall receive full salary up to the limit of his/her accumulated sick leave credit, provided the teacher continues to qualify under 10.03 (a) (i). An employee must return to work when the Workers' Compensation Board says he/she is fit.
- iv) Any payment under this section will be deducted from the teacher's accumulated sick leave on a **per diem** basis. Sick leave credits deducted shall be commensurate with payment received from the Board.

APPENDIX B

KIRKLAND LAKE BOARD OF EDUCATION POLICY MANUAL

TITLE: RETIREMENT

SECTION: POLICIES RELATING TO STAFF NO. S-11

PAGE 1 OF 1

(a) NON-TEACHING EMPLOYEES

The age of retirement shall be not later than 65. Retirement to be effective at June 30th following the birthday of the employee.

(b) TEACHING EMPLOYEES

The age of retirement shall be not later than 65. The retirement to be effective June 30th following the birthday of the employee.

Those employees who were in the employ of the Board prior to July 1977 will be granted the option of the above or they may be granted the option of working for additional periods of one year each., up to the age of 68, at the discretion of the Board.

1ST READING:

2ND READING;

3RD READING:

EFFECTIVE DATE: April 5, 1989

APPENDIX B

KIRKLAND LAKE BOARD OF EDUCATION POLICY MANUAL

TITLE: RETIREMENT GRATUITY
SECTION: POLICIES RELATING TO STAFF

NO. S-12
PAGE 1 of 2

A. In this Policy:

- (a) The Kirkland Lake Board of Education shall mean that board established by Bill 44 and its former jurisdiction boards, and shall be known herein as the “Board”.
- (b) Eligible employee shall mean the academic, middle management and executive staff.
- (c) Retirement shall mean retirement under the provisions of the Board’s Retirement Policy, and shall not mean termination of employment to seek or take another position.
- (d) Where the conditions of clause (c) above do apply, termination of employment for reasons of health which make further employment inadvisable, as certified by a legally qualified medical practitioner acceptable to the Board, shall be considered as retirement.

B. (a) A retirement gratuity shall be paid to eligible employees retiring from the employ of the Kirkland Lake Board of Education.

- (b) An eligible employee who retires with at least 20 years of service with this **Board** shall be allowed a retirement gratuity equal to 50% of the value of his/her sick leave credits accumulated with the Board at the time of retirement.
- (c) An employee who retires with fewer than 20 years of service with the Board shall be allowed a retirement gratuity of 2% of the value of the accumulated sick leave credits for each year of the first 10 years of service with the Board, and 3% of the value of the accumulated sick leave for each complete year of service thereafter; but in no event shall the gratuity exceed the limit noted in B(b).

1ST READING:
2ND READING:
3RD READING:

EFFECTIVE DATE:

APPENDIX B

KIRKLAND LAKE BOARD OF EDUCATION POLICY MANUAL

TITLE: RETIREMENT GRATUITY\ NO. S-12
SECTION: POLICIES RELATING TO STAFF PAGE 2 of 2

- (d) In the event of the death of **an** employee while in the service of the Board, his/her estate shall be entitled to receive:
 - (a) 50% of the cash value of any unexpended credit of the accumulated sick leave reserve
 - OR
 - (b) the unpaid balance of the Retirement Gratuity.
- (e) A year of service shall be considered as 10 months for teaching employees and 12 months for eligible employees employed on a 12 month basis.
- (f) For calculation of the retirement gratuity each day's credit in the cumulative sick leave reserve shall be considered as 50% of 1/200 of the employee's annual salary at the time of retirement, and for other eligible employees, 50% of 1/240 of their annual salary.
- (g) At the discretion of the employee, the retirement gratuity may be paid in a lump sum or in not more than 6 equal consecutive monthly payments.
- (h) An employee who severs his/her employment with this Board and subsequently returns to its employ shall forfeit all claims to his/her cumulative sick leave reserve for retirement gratuity purposes, unless he/she returns to the service of this Board within one year from the date of separation. **This shall not** apply to any employee who may be granted leave of absence for a specified time and reason.
- (i) To be eligible for a retirement gratuity payment in the calendar year, eligible employees shall give notice of intention to retire at least 5 months prior to the proposed date of retirement.

For Reference Only

4s amended November 8, 1977

That secondary school staff members who were employed by the Board prior to July 6, 1970, be granted a choice between either Plan A (former K.L.C.V.I. Gratuity and Retirement Plan as amended) or Plan B (Kirkland Lake Board Of Education Retirement Gratuity Policy-currently such choice to be made by Each eligible employee within 30 days of adoption of this proposal.

1st READING:
2ND READING:
3RD READING:

EFFECTIVE DATE: **January 1, 1977**

APPENDIX B

CONTRACT

BETWEEN:

THE TIMISKAMING BOARD OF EDUCATION
(hereinafter referred to as the "Board")

and

_____**(TEACHER)**
(hereinafter referred to as the "Teacher")

WHEREAS Clause 13:05 of the collective agreement between the Branch Affiliates of F.W.T.A.O. and O.P.S.M.T.F., representing their members, employed by The Board, and The Timiskaming Board of Education requires that The Board individually contract with each of its public school teachers and teachers of the trainable retarded employed by The Board as of the 30th of August, 1981, and who are eligible for a retirement gratuity pursuant to Article XIII;

AND WHEREAS the intent of Clause 13:05 of the said collective agreement is to guarantee and entrench for the individual teacher the retirement gratuity as provided for in Article XIII of the collective agreement after September 1st, 1981, The Board and the Teacher agree as follows:

1. The terms of this individual contract shall be in addition to the statutory form of contract entered into between The Timiskaming Board of Education and the teacher and shall be separate from and in addition to the collective agreement between The Timiskaming Board of Education and the Branch Affiliates of F.W.T.A.O. and O.P.S.M.T.F. representing the Timiskaming Public School Teachers, and Teachers of the Trainable Retarded and shall remain in force and effect as long as the Teacher is employed by the Timiskaming Board of Education and the terms of this agreement shall not be re-negotiable by The Timiskaming Board of Education, nor by nor on behalf of the Teacher, nor be subject to any act of the Branch Affiliate(s).
2. The Board agrees that the Teacher, having, immediately prior to retirement on pension, completed five or more years of continuous service as a public or secondary school teacher, with The Board or its predecessors, shall be entitled to a sick leave credit gratuity calculated as follows in respect of sick leave credits earned while in the employ of The Board or its predecessors, as a public or secondary school teacher. Credits earned while in the employ of The Board shall be interpreted to mean the equivalent of credits which would have been earned if the Teacher had not transferred credits into the Accumulative Sick Leave Plan at the time of hiring:

APPENDIX B

THE TIMISKAMING BOARD OF EDUCATION

After 5 years of service	- 5% of cumulative sick leave credits x 1/200 of Annual salary at date of retirement
After 6 years of service	- 10%
After 7 years of service	- 15%
After 8 years of service	- 20%
After 9 years of service	- 25%
After 10 years of service	- 35%
After 11 years of service	- 36%
After 12 years of service	- 37%
After 13 years of service	- 38%
After 14 years of service	- 39%
After 15 years of service	- 40%
After 16 years of service	- 42%
After 17 years of service	- 44%
After 18 years of service	- 46%
After 19 years of service	- 48%
After 20 years of service	- 50%

For the purpose of this contract the maximum number of accumulated sick leave credits shall be 240.

3. Provided the conditions with respect to continuous service are met, the sick leave credit gratuity shall be paid to the estate of the Teacher if he or she dies while in the service of the Board or to the surviving spouse of the Teacher if the Teacher has so directed the Board during his or her lifetime.
4. The Board and the Teacher agree that the retirement gratuity will not exceed one-half year's earnings at the rate received by the Teacher immediately prior to retirement on pension, subject to an absolute limit of \$25,000.00.
5. All provisions of the Contract are subject to any applicable condition in The Education Act, 1974, Statutes of Ontario, 1974, Chapter 109, as amended by 1975, Chapter 77 and 1976, Chapter 50.

Signed this 30th day of September 1981 on behalf of The Timiskaming Board of Education.

Chairman of The Board

Director of Education

Signed this 28th day of September, 1981

Teacher

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