

COLLECTIVE AGREEMENT

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Between

DISTRICT SCHOOL BOARD ONTARIO NORTH EAST
(hereinafter referred to as "The Board")

AND

ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

ONTARIO NORTH EAST LOCAL

REPRESENTING – ELEMENTARY SCHOOL TEACHERS
(hereinafter referred to as "The Union")

for the period

September 1, 2008 to August 31, 2012

11880(05)

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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 Board being the District School Board Ontario North East (herein after referred to as “the Board”) recognizes the Elementary Teachers’ Federation of Ontario (hereinafter referred to as “the Union”) as the bargaining agent for all teachers employed by the Board in its elementary panel save and except occasional teachers.
- 2.02 The Union will inform the Board on July 1 of each year who is authorized to act on behalf of the Union.
- 2.03 The Board 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 Union recognizes the right of the Board to consult with their professional management and to obtain other such additional outside assistance as the Board considers appropriate.

ARTICLE 3- UNION DUES AND ASSESSMENTS

- 3.01 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 the dues submission and the current electronic list showing the names, addresses, wages earned, and dues and assessments deducted.
- 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 from 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 **Collective Agreement Copies**

Each member of the Union shall be provided with a copy of this Collective Agreement in an expeditious manner at the Board's expense, within four (4) weeks of the Union and the Board agreeing on a final draft. The Collective Agreement shall be posted on www.dsb1.edu.on.ca/docushare within two (2) weeks of the Union and the Board agreeing on a final draft

Each new Union member shall be provided with a copy of this Collective Agreement within four (4) weeks of the teacher's date of hire.

4.04 **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 which may be amended from time to time. It is understood that the Board policy will comply with the Provincial Legislation and the Education Act (Reg 266/06 NTIP, Reg 98/02 TLP, Reg 99/02 TPA).

4.05 **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.

- 4.06 **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.
- 4.07 **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.
- 4.08 **No Discrimination**
The Board and the union 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, same-sex partnership 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 established 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 Board 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 Board shall provide the President of the Local with an electronic copy of the seniority list by October 31.

- 5.06 a) The Board shall post a copy of the seniority list in an appropriate location at each work site by October 31 of each year. The seniority list may be reviewed by teachers until November 30th and the information contained therein shall be considered correct for all purposes unless a teacher disputes its accuracy as required below in paragraph b).
- b) Teachers' objections shall be made in writing by November 30 to the Local President and the appropriate Superintendent of Schools. The Board 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 teacher's seniority with the Board up to January 1, 1998 will be based on the following criteria from their elementary predecessor Board:
- total elementary teaching experience;
 - part-time elementary teaching experience to count as a full year, for the purpose of establishing seniority;
 - total Board 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 Board 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 Board.
- 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 Board and its predecessor Boards; then
 - (ii) total secondary experience including documented occasional secondary teaching with the Board and its predecessor Boards; 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 K-12)
- Zone 3 – Cochrane-Iroquois Falls-Black River-Matheson (Cochrane Public School, Iroquois Falls Public School, Joseph H. Kennedy)
- Zone 4 – Timmins (F.P. Krznaric Whitney P.S., Bertha Shaw, Golden Avenue, Schumacher, W.E. Miller, Pinecrest, Queen Elizabeth, Flora McDonald, Coronation, R. Ross Beattie, Schumacher Board Office)
- Zone 5 – Kirkland Lake (Central, Federal, Kirkland Lake District Composite School)

Zone 6 – Timiskaming (Temagami, Cobalt, Haileybury, New Liskeard, Kerns, Elk Lake, Englehart, Charlton-Savard, New Liskeard Board Office)

(d) **Areas**

The areas are:

- Area 1 - Zones 1, 2,3
- Area 2 - Zone 4
- Area 3 - Zones 5, 6

6.01 **Transfers**

Teachers who wish to be considered for transfers to another elementary school shall forward their request to the appropriate 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 by April 15.

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 area 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 Superintendent of Schools and the President of the Union by March 31. The Superintendent of Schools shall acknowledge and respond to the requests for teacher exchange by April 15. The approval of teacher exchanges shall be at the sole discretion of the Superintendent of Schools on or before June 30. Copies of letters of approval for teacher exchanges shall be sent to the President of the Union by June 30.

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 fifty-five (55) kilometers (one way) from the original school an allowance of two thousand two hundred dollars (\$2,200.00) 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 school, 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 by May 30.
- 6.11 The teacher declared surplus may:
- (a) request a voluntary transfer anywhere in the Board prior to June 3, in accordance to article 6.01, or
 - (b) request a leave of absence of up to two (2) years.
- 6.12 Following 6.01 and 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 area to displace a teacher with the least seniority in the area.
 - (iii) Transfer to the nearest area to displace a teacher with the least seniority in that area.
 - (iv) Transfer to the remaining area to displace a teacher with the least seniority in that area.
- 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 District SERTS shall be posted by April 30 of each year.
- 6.16 The Staffing Committee may hold staffing placement meetings following June 3 and up to June 30 in order to place surplus teachers and teachers who have requested transfers. In the placement process, surplus teachers will be given priority in placements over transfer requests.
- 6.17 **September Surplus Procedures**
- If a school is required to reduce staff on or before October 31 of the school year, it will do so by declaring a teacher, or teachers, surplus to the staffing needs of the school in accordance with Article 6.07.

If necessary, time frames for teacher transfers and declarations of surplus and redundant teachers shall be established in consultation with the Union.

6.18

Redundancy

On completion of the surplus to school placements, remaining teachers with the least seniority in the Board shall be declared redundant.

6.19

(a) Notwithstanding 6.14, the Board has the responsibility to ensure staff for designated special programs are qualified as per the qualifications regulations of the Education Act or Ontario College of Teachers.

(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.

6.20

A teacher shall be informed of their redundancy in writing by the Director or designate on or before June 30.

6.21

Copies of all letters declaring teachers redundant shall be sent to the President of the Union by June 30.

6.22

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.

6.23

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.

6.24

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.

- 6.25 (a) A recall notice shall be sent by email to the email address provided by the teacher, and copied to the president of the Union. The teacher is required to provide the Human Resources Office and the Local President with a current email address.
- (b) A teacher who fails to respond within two school days of the date of the e-mail shall lose the right of recall unless there are extenuating circumstances. Notwithstanding the above, teachers recalled in July and August must respond in five days.
- 6.26 (a) 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.
- (b) Within their zone, teachers with full-time assignments shall have the right to refuse part-time assignments without losing their right of recall into full-time assignments. Within their zone, teachers with part-time assignments shall have the right to refuse full-time assignments without losing their right of recall into part-time assignment.

Other Options

- 6.27 Redundant teachers shall have the first right to teach classes in continuing education, night school, and summer school provided they are qualified.
- 6.28 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.
- 6.29 The parties agree that the acceptance of a severance allowance terminates all employer-employee obligations.

6.30 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 4.05 Just Cause.

ARTICLE 7 – JOB POSTINGS

- 7.00 The Local President shall be notified of all postings, appointments, hirings, lay-offs, re-hirings, and terminations of employment.
- 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 and effective date. 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 Board, be offered to any full time qualified teacher applicant.
 - (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).
- 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 Board'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's personnel file within five (5) days of a written request and in the presence of the

Superintendent of Schools or designate. The teacher may request a copy of any material contained in the file.. Disciplinary material may be removed at the sole discretion of the Board from a teacher's personnel file after two (2) years and returned to the teacher.

8.03 When a teacher disputes the accuracy or completeness of any such information, the 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.

8.09 **Medical Information**

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

8.10 **Access To Board Minutes**

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

8.11 **Data for Negotiations**

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

a) a statement of the current operating budget;

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

ARTICLE 9 – PROBATIONARY PERIOD

9.01 There shall be a probationary period of up to one (1) year but no less than one hundred and seventy (170) 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 The annual salary will be evenly divided by the number of bi-weekly pays in the twelve month period pursuant to this collective agreement. The first pay date for the 2009-2010 school year shall be September 10th, 2009 and bi-weekly thereafter.

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, 2008 the salary grid shall be adjusted to reflect a 2% increase in each grid cell.

Effective September 1, 2009 the salary grid shall be adjusted to reflect a 2% increase in each grid cell.

Effective September 1, 2010 the salary grid shall be adjusted to reflect 3% increase in each grid cell.

Effective September 1, 2011 the salary grid shall be adjusted to reflect 3% increase in each grid cell.

*(2% Increase
per PDT
Agreement)*

Effective September 1, 2008

Step	A0	A1	A2	A3	A4
0	38,616.96	42,860.38	44,521.98	48,183.54	50,596.20
1	40,969.95	45,255.99	46,983.32	51,106.24	53,820.77
2	43,324.18	47,652.80	49,443.43	54,026.48	57,042.90
3	45,678.39	50,048.41	51,903.56	56,949.17	60,265.03
4	48,030.18	52,442.80	54,364.89	59,870.64	63,488.39
5	50,384.39	54,839.63	56,825.01	62,792.11	66,712.96
6	52,738.61	57,235.24	59,285.13	65,713.58	69,935.10
7	55,091.61	59,632.05	61,745.25	68,635.05	73,157.25
8	57,444.61	62,028.87	64,206.58	71,555.30	76,380.59
9	59,797.60	64,423.27	66,666.71	74,477.99	79,602.73
10	62,151.82	66,820.08	69,126.82	77,398.23	82,827.31
11	64,504.82	69,219.35	71,595.47	80,331.89	86,049.44
12	66,857.82				
13	69,219.35				

*(2% Increase
per PDT
Agreement)*

Effective September 1, 2009

Step	A0	A1	A2	A3	A4
0	39,389.29	43,717.59	45,412.42	49,147.22	51,608.12
1	41,789.34	46,161.11	47,922.99	52,128.37	54,897.18
2	44,190.66	48,605.86	50,432.30	55,107.01	58,183.76
3	46,591.95	51,049.37	52,941.63	58,088.15	61,470.33
4	48,990.78	53,491.66	55,452.19	61,068.05	64,758.16
5	51,392.08	55,936.43	57,961.51	64,047.95	68,047.22
6	53,793.38	58,379.94	60,470.83	67,027.85	71,333.80
7	56,193.44	60,824.69	62,980.16	70,007.75	74,620.39
8	58,593.50	63,269.45	65,490.71	72,986.40	77,908.21
9	60,993.55	65,711.73	68,000.04	75,967.55	81,194.79
10	63,394.86	68,156.48	70,509.36	78,946.20	84,483.86
11	65,794.92	70,603.73	73,027.38	81,938.53	87,770.43

12	68,194.98	
13	70,603.73	

Effective September 1, 2010 (3% Increase per PDT Agreement)

Step	A0	A1	A2	A3	A4
0	40,570.97	45,029.11	46,774.80	50,621.63	53,156.37
1	43,043.02	47,545.95	49,360.68	53,692.22	56,544.10
2	45,516.38	50,064.04	51,945.27	56,760.22	59,929.28
3	47,989.71	52,580.86	54,529.88	59,830.80	63,314.44
4	50,460.51	55,096.41	57,115.75	62,900.09	66,700.90
5	52,933.84	57,614.52	59,700.36	65,969.39	70,088.63
6	55,407.18	60,131.34	62,284.96	69,038.68	73,473.81
7	57,879.25	62,649.43	64,869.56	72,107.98	76,859.00
8	60,351.31	65,167.53	67,455.43	75,175.99	80,245.45
9	62,823.36	67,683.08	70,040.05	78,246.58	83,630.63
10	65,296.70	70,201.17	72,624.64	81,314.58	87,018.37
11	67,768.77	72,721.85	75,218.20	84,396.68	90,403.54
12	70,240.83				
13	72,721.85				

Effective September 1, 2011 (3% Increase per PDT Agreement)

Step	A0	A1	A2	A3	A4
0	41,788.10	46,379.99	48,178.04	52,140.28	54,751.06
1	44,334.32	48,972.32	50,841.50	55,302.99	58,240.42
2	46,881.87	51,565.96	53,503.63	58,463.03	61,727.15
3	49,429.40	54,158.28	56,165.78	61,625.72	65,213.88
4	51,974.32	56,749.30	58,829.23	64,787.10	68,701.93
5	54,521.85	59,342.96	61,491.37	67,948.47	72,191.29
6	57,069.40	61,935.28	64,153.51	71,109.84	75,678.03
7	59,615.62	64,528.91	66,815.65	74,271.22	79,164.77
8	62,161.85	67,122.56	69,479.09	77,431.27	82,652.82
9	64,708.06	69,713.57	72,141.25	80,593.98	86,139.55
10	67,255.60	72,307.21	74,803.38	83,754.02	89,628.92
11	69,801.83	74,903.50	77,474.75	86,928.58	93,115.65
12	72,348.06				
13	74,903.50				

Teachers shall be paid in Category A1 until such time as they provide proof of different category and/or membership in good standing with the Ontario College of Teachers.

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's salary shall be prorated on the basis of the number of days the teacher works relative to the total numbers of 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) If previous teaching experience entitles a teacher to a salary increase, the increase shall be paid retroactively to the date of commencement of employment, providing proof of previous teaching experience is received by the Superintendents of Schools on or by December 15th, for a teacher hired prior to October 15th, of that year and within three (3) months of hiring for a teacher hired on or after October 15th.
- (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 by the teacher on or before December 31, the salary adjustment shall be retroactive to September 1 of the same year. If the documents are not available for submission to the Board prior to December 31, the salary adjustment shall be retroactive to September 1 of that year 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 by the teacher on or before June 30 of the following year, the salary adjustment shall be retroactive to January 1 of the later year. 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, 2008 - \$41.15
 September 1, 2009 - \$41.97
 September 1, 2010 - \$43.23
 September 1, 2011 - \$44.53

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 District SERT shall be paid as follows:

District SERT Allowance		\$6500
Increase	September 1, 2008	\$6630.00
	September 1, 2009	\$6762.60
	September 1, 2010	\$6965.48
	September 1, 2011	\$7174.44

10.12 **Payroll Deduction**

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 \$750.00. This allowance is to be paid annually to the all instructional staff and may have the effect of exceeding the maximum salary level for staff. Prior to payment above, a statement from QECO 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.

Degree Allowance to be increased as follows:

September 1, 2008 - \$765.00

September 1, 2009 - \$780.30

September 1, 2010 - \$803.71

September 1, 2011 - \$827.82

11.05 Summer School Allowance

The Board agrees to pay, at the beginning of the school year following completion of summer school courses, \$63.00 per week to a maximum of \$378.00 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 qualifications 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

12.00

Supervision Time

- a) Supervision time shall be defined as the time teachers are assigned to supervise students outside of the three hundred minute instructional day. The instructional day shall be 300 minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch, nutrition breaks and recess break(s).
- b) Supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and any other scheduled supervisory duties at any of the following times:
 - i) before the beginning of opening exercises in the morning or the beginning of instruction, whichever comes first
 - ii) during lunch, nutrition or recess breaks
 - iii) after school following the dismissal of students and beyond the 300 minute instructional day.
- c) Effective on the date of ratification, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days. Scheduled supervision duties include, but are not limited to yard duty, hall duty bus duty and lunchroom duty.
- d) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- e) Supervision shall be assigned by the principal on an equitable basis.

12.01

School Year

The school year shall not exceed one hundred and ninety-four (194) school days of which no fewer than 6 (six) 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 extra-curricular activities are voluntary.

12.04

Instructional Time

As of September 1, 2008 the Board shall ensure that each full-time teacher is assigned no more than one thousand three-hundred (1,300) minutes per cycle of five (5) instructional days during the school year subject to the provisions of Article 12.05. Instructional time shall not include supervision, recess, lunch period, and nutrition breaks.

September 1, 2009	1290 minutes
September 1, 2010	1280 minutes
September 1, 2011	1270 minutes
Effective August 31, 2012	1260 minutes

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

12.05

Preparation Time

- a) Effective September 1, 2008 every full time teacher shall be assigned at least two hundred (200) minutes of preparation time per cycle free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each cycle of 5 instructional days. An instructional day is as defined in Article 12.00 (a). Such preparation time shall be during the student’s instructional day exclusive of student recesses and a scheduled lunch period.
- b) Effective September 1, 2009 every full time teacher shall be assigned at least two hundred and ten (210) minutes of preparation time per cycle free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each cycle of 5 instructional days. An instructional day is as defined in Article 12.00 (a). Such preparation time shall be during the student’s instructional day exclusive of student recesses and a scheduled lunch period.
- c) Effective September 1, 2010 every full time teacher shall be assigned at least two hundred and twenty (220) minutes of preparation time per cycle free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each cycle of 5 instructional days. An instructional day is as defined in Article 12.00 (a). Such preparation time shall be during the student’s instructional day exclusive of student recesses and a scheduled lunch period.
- d) Effective September 1, 2011 every full time teacher shall be assigned at least two hundred and thirty (230) minutes of preparation time per cycle free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each cycle of 5 instructional days. An instructional day is as defined in Article

12.00 (a). Such preparation time shall be during the student's instructional day exclusive of student recesses and a scheduled lunch period.

- e) Effective August 31, 2012, every full time teacher shall be assigned at least two hundred and forty (240) minutes of preparation time per cycle free from classroom instruction and supervisory duties exclusive of student recesses and a scheduled daily lunch period within each cycle of 5 instructional days. An instructional day is as defined in Article 12.00 (a). Such preparation time shall be during the student's instructional day exclusive of student recesses and a scheduled lunch period.
- f) A part time teacher shall receive preparation time on a pro-rata basis in exact proportion that the teacher's part-time assignment bears to a full-time assignment.
- g) Professional Activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- h) Notwithstanding other provisions in this collective agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- i) Notwithstanding other provisions in this collective agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- j) Missed preparation time shall only be rescheduled where a teacher is required by the principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- h) Every effort shall be made to provide preparation time in blocks as large as possible; however, 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 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**
Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff and upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of the regular staff meetings shall be set within the first month of the school year and communicated to all teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.
- 12.11 **Peer Coaching and Mentoring**
Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

ARTICLE 13 - STAFFING

13.01 Staffing Committee

A Staffing Committee shall be formed consisting of up to three (3) Superintendents from the Board and up to three (3) representatives as designated by the Union. The Committee shall meet two (2) times per year or as mutually agreed to discuss the following:

- 1) Class Size as at October 31st.
- 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.

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
Literacy Coaches
District SERTS

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 Superintendent of Schools 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**
In the event of a Union or Board request for expedited arbitration to the Ontario Labour Relations Board, the arbitration meeting shall occur according to the procedures defined in the Ontario Labour Relations Act.

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 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.

14.21 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.

14.22 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 The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations.

ARTICLE 17 – HARASSMENT

17.01 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. The contract with the insurance carrier is not part of this Collective Agreement and is not capable of being the subject matter of a difference between the Board and the Union arising from the interpretation, application, administration, or alleged violation of this Collective Agreement.

18.01 a) The Board premium share of all non-statutory benefits excluding LTD shall be \$2,582.31 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. The Board premium share will be increased as follows:

September 1, 2008	\$2,652.03
September 1, 2009	\$2,705.07
September 1, 2010	\$2,786.23
September 1, 2011	\$2,869.81
August 31, 2012	\$3,202.00

It is understood the PDT funds received in 2010-2011 will be used to increase the Board's contribution as outlined in 18.01.

- 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.

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

Per Diem Rate (annual salary/194) = 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.

ARTICLE 19 – SICK LEAVE

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

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

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

19.04 At the end of the school year, the unused balance of the sick leave will be credited to the teacher's sick leave account.

19.05 Teachers shall accumulate sick leave to a maximum of two hundred and sixty (260) days. Those teachers who have accumulated more than two hundred and sixty (260) days as of September 1, 1998 shall have their accumulation of sick leave credits capped at the higher value. If, through usage, the number of sick leave credits falls under two hundred and sixty (260), the maximum accumulation shall subsequently be capped at two hundred and sixty (260) days,

- 19.06 Newly hired teachers shall be credited with accumulated sick leave from their previous Board to a maximum of two hundred and sixty (260) days, provided they were continuously employed in education prior to employment with the District School Board Ontario North East.
- 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 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 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 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 to 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**
Two days (2) 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 thirty-five (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**
For pregnancy leave only, the Board will pay a Supplementary Employment Benefit (S.E.B.) for Members eligible for E.I. The top-up will provide for one hundred percent (100%) of the Member’s regular salary for the two (2) week waiting period, and the difference between what an employee received from E.I. and their regular wage for a maximum of a further six (6) week period. To receive pay, the Member must provide the Board with verification of the approved E.I. claim, indicating the amount of E.I. paid to the Member. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the Member taking their leave. On receipt of this information, the Board will process a lump sum payment for the top-up of benefits owing to the Member. The top-up payment from the Board will be payable to the Member only for those days during the two (2) week waiting period and the six (6) week top-up period which fall on regular school days (maximum forty (40) days).
- If not eligible for E.I., the Member will be entitled to regular compensation from their sick leave bank, if requested, for a maximum of thirty (30) work days (or as otherwise determined by medical evidence).
- 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 – FAMILY MEDICAL LEAVE

- 24.01 The Board, upon notification from the Teacher, shall grant an unpaid Family Medical Leave under the Employment Standards Act, 2000 for up to eight (8) weeks in duration. The Teacher shall provide written notification as soon as possible. The Teacher shall provide a certificate from a qualified health practitioner stating that a family member (as defined in the Employment Standards Act, 2000) has a serious medical condition with a significant risk of death occurring within a period of twenty-six (26) wee

If two (2) or more employees wish to share a leave to care for the same family member, the written notice will be accompanied by an agreed statement of how the eight (8) weeks of leave will be shared.

A Teacher on Family Medical Leave shall continue to accrue credit for seniority, sick leave and grid experience. The Teacher will continue to make contributions to the pension plan for the period of the leave, unless the Teacher elects, in writing, not to make contributions.

The Board shall continue to pay its portion of the costs of the Teacher's benefit coverage according to this Collective Agreement.

The Board shall provide employees with a Record of Employment so that the employee may apply for Employment Insurance compassionate care benefits.

The duration of the Family Medical Leave is as defined in the Employment Standards Amendment Act (Family Medical Leave), 2000.

A Teacher returning from Family Medical leave to active employment shall be reinstated to the position which the Teacher held prior to the leave. Notwithstanding this provision, the Teacher's return to active employment is subject to Article 6 – Transfers, Surplus, Redundancy, Recall Options.

ARTICLE 25 – SABBATICAL LEAVE

- 25.01 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.
- 25.02 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.
- 25.03 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.
- 25.04 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.
- 25.05 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
- 25.06 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.
- 25.07 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.
- 25.08 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.

25.09 Upon completion of a sabbatical leave a teacher shall submit to the Board a written report respecting the activities of the leave.

ARTICLE 26- DEFERRED SALARY LEAVE PLAN

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

26.02 Any teacher with at least two (2) years of service is eligible to participate in the DSLP.

26.03 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.

26.04 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.

26.05 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.

26.06 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.

- 26.07 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.
- 26.08 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.
- 26.09 On return from leave, the teacher shall return to the same or a comparable position held prior to the leave.
- 26.10 **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.
- 26.11 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.
- 26.12 The Deferred Salary Leave Plan shall be subject to the Regulations under the Income Tax Act.

ARTICLE 27 – UNION RELEASE TIME/LEAVE

- 27.01 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 of 90 days per school year. Requests for additional Federation leave days in excess of 90 days shall be considered by the Board.
- 27.02 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.
- 27.03 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. It is understood WSIB coverage will be provided by ETFO.

27.04 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 28 – 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 B). The Board shall make payment of the retirement gratuity as soon as possible after the Board has received the completed forms to process the retirement gratuity from the Teacher.

ARTICLE 29-GROUP REGISTERED RETIREMENT SAVINGS PLAN DEPOSIT

29.01 For teachers who commenced employment after January 1, 1996, the Board shall make a contribution of three thousand six-hundred dollars (\$3,600.00) 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 to September 30, or February 28 of each year.

The Board shall forward the list of teachers eligible for the RRSP deposit payment to the union bi-annually on September 30th and February 28th of each school year.

Following approval by the union, the contribution for each eligible teacher shall be paid by the Board to the designated insurance carrier within 30 days of the union's approval.

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 six-hundred dollars (\$3,600.00) RRSP benefit.

A teacher, whose employment with the Board is terminated and is subsequently re-hired, does not qualify for this amount if the teacher has previously received a Retirement Gratuity as outlined in Article 28.

29.02 The group RRSP insurance carrier and plan design shall be managed and determined by the Union.

ARTICLE 30 - MOVEMENT BETWEEN PANELS

30.01 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 31 – PART-TIME ASSIGNMENTS

31.01 **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.

31.02 **Part-Time to Full-Time**
A teacher with a part-time assignment who, prior to March 31, 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.

31.03 **Part-Time Leave**

- a) A teacher with a full-time assignment who, prior to March 31, 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 March 31 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.

31.04 **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.

31.05 **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 32-CHANGES IN ORGANIZATION AND METHODS

32.01 **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 33- STRIKES AND LOCKOUTS

33.01 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.

33.02 **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 34-UNION REPRESENTATIVES

34.01 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).

34.02 **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.

34.03 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.

- 34.04 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.
- 34.05 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 35-PROFESSIONAL DEVELOPMENT

- 35.01 **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
- 35.02 **Professional Activity Days**
Prior to March 31, the professional development committee shall meet to discuss the use and distribution of the six (6) Professional Activity Days for the following school year.

ARTICLE 36-TERMS OF AGREEMENT

- Duration and Renewal**
- 36.01 This Agreement shall be in effect from, September 1, 2008 and shall remain in effect until August 31, 2012, 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 Board 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 – Correspondence

37.01 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 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.

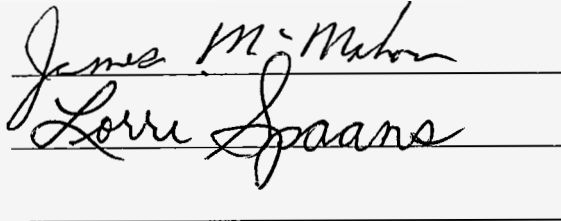
ARTICLE 39 – CRIMINAL BACKGROUND CHECKS

The Board is required by law to collect criminal background checks on its employees in accordance with the regulations of Ontario. The Board shall ensure that all records and information (including Offence Declarations and CIPC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Dated in Timmins, Ontario this day of 2009.

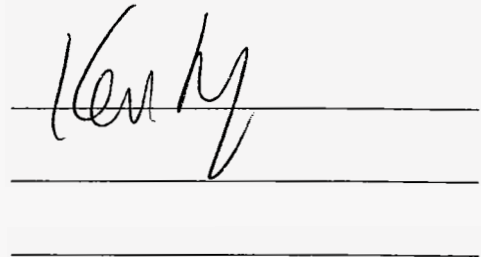
SIGNED ON BEHALF OF:

Elementary Teachers’
Federation of Ontario
Local Ontario North East



James M. Mahon
Lorri Spaans

District School Board Ontario
North East



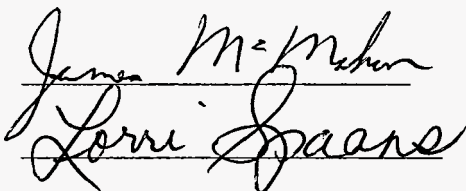
Ken H.

LETTER OF UNDERSTANDING
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Method of Payment

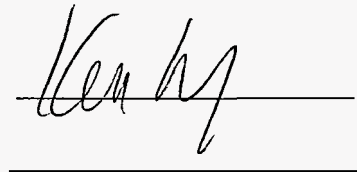
The Board shall pay to all members of the bargaining unit the 2008-2009 increase on salary grids, wages and all allowances retroactive to September 1, 2008 at the earliest opportunity and no later than March 31, 2009. Such payments shall also be made to former bargaining unit members who were employed at any time during the currency of this collective agreement based upon their time employed.

Should the school year commence before September 1st in any given year, all increases in grid cells, wages and allowances effective as of September 1, shall be applied to payments made to members of the bargaining unit in respect of days worked in that school year prior to September 1. For greater clarity, a working day for purposes of this article shall include both an instructional day and a Professional Activity day.

For the Union ETFO


James McMahon
Lorri Spaans

For the Board DSB1


Ken H.

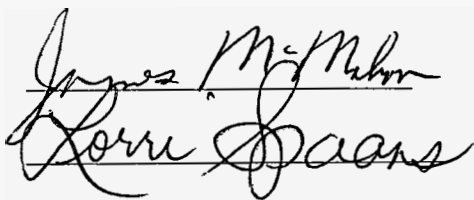
LETTER OF UNDERSTANDING
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Principals and Vice Principals

During the 2011-12 school year, if the Board:

- a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principals and Vice Principal FTEs funded; and
- b) projects underspending on its classroom teachers line in its 2011-12 Estimates;

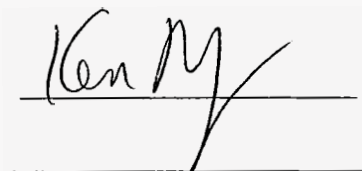
it shall recall elementary regular teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of the 2010-11 school year because of declining enrolment, up to the lesser of:
- c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principal FTEs funded; or
- d) the dollar value of the projected underspending on the Board's classroom teachers line in their 2011-12 Estimates.
- e) For the purposes of subsections a) and c), the number of Principal and Vice Principal FTEs funded will be defined as:
 - i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
 - ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

For the Union ETFO



James McMillan
Lorri Paars

For the Board DSB1

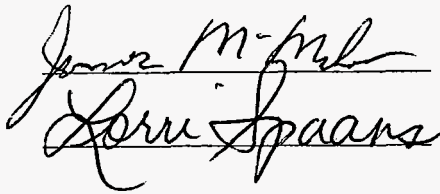


Ken M.

LETTER OF INTENT
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Primary Class Size Reduction Allocation

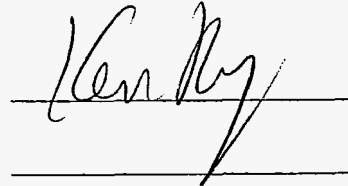
It is the Board's intention to continue to participate in the Ministry's program to reduce the Board's average primary class size to twenty (20) pupils providing Primary Class Size Reduction program is in effect.

For the Union ETFO



Handwritten signature of Lorne Spaans, representing the Union ETFO. The signature is written in cursive and is positioned above two horizontal lines.

For the Board DSB1



Handwritten signature of Ken My, representing the Board DSB1. The signature is written in cursive and is positioned above two horizontal lines.

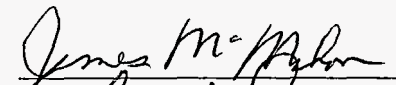
LETTER OF UNDERSTANDING
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Release Time For Assessment, Evaluation and Report Cards

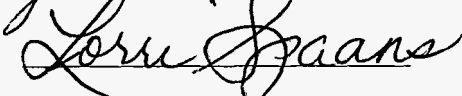
In the 2009-10 school year, one Professional Activity day will be designated for the purpose of assessment and completion of report cards. The day will be designated in the calendar prior to the first reporting period.

Effective 2010-2011, two Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity days shall be designated, in the new Collective Agreement, for the purpose of assessment and completion of report cards at the elementary level.

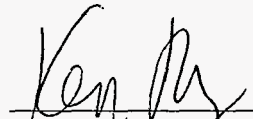
The parties acknowledge that the Professional Learning enhancement described in the Memorandum 2008:B10 is designated to offset the incremental cost of providing teachers with the alternative professional development and training opportunities to compensate for the loss of the equivalent of one day of professional development and training in 2009-2010 and two days in 2010-2011 and 2011-2012.

For the Union ETFO





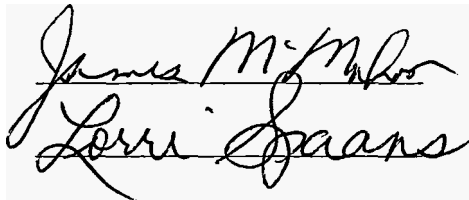
For the Board DSB1



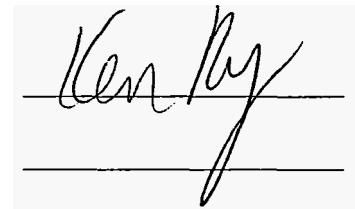
LETTER OF UNDERSTANDING
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Grades 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches

In accordance with the PDT, “The Parties note the government’s intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to introduce a \$20M allocation in the GSN starting in 2012-13 to support the deployment of Grades 7 and 8 Literacy and Numeracy Coaches and Student Success Teachers in the GSN for all School Boards as follows: 0.32 teacher per 1,000 grade 4 to 8 pupil”.

For the Union ETFO

Handwritten signatures of James McMichael and Lorri Gaans on a light grey background.

For the Board DSB1

Handwritten signature of Ken Py on a light grey background with horizontal lines.

**Letter of Understanding
Between
District School Board Ontario North East
And
Elementary Teachers Federation of Ontario**

RE: Grade 4-8 Class Size Reductions

1. The Board will reduce their Grade 4-8 average class size as follows:

2009-10:	by 0.1 over their 2008-09 Grade 4-8 average class size;
2010-11:	by 0.2 over their 2008-09 Grade 4-8 average class size;
2011-12:	by 0.3 over their 2008-09 Grade 4-8 average class size;
August 31/12	by 0.5 over their 2008-09 Grade 4-8 average class size.

2. A Joint Board-Union Committee will be engaged in establishing the 2008-09 Grade 4-8 average class size from which these reductions are made, and in allocating this additional staffing.

3. The Joint Board-Union Committee will review the October Report and calculate the average class size of Grade 4-8 in the following manner:
 - a) Determine Board student enrolment (FTE) from the October Report as at October 31 in Grades 4-8.

 - b) Determine the total number of teachers as expressed in Full time Equivalents (FTE), from the October Report teaching in Grades 4-8.

 - c) The Full Time Equivalent (FTE) for teachers in split grades will be calculated by using student enrolment to pro-rate the teacher's FTE. For example the FTE for a 1.0 FTE teacher with a Grade 3-4 split with 10 students in Grade 3 and 10 students in Grade 4 will be calculated as follows:

$$\frac{\text{Grade 4 Student enrolment}}{\text{Grade 3 and 4 Student Enrolment}}$$
$$= \frac{10}{20}$$
$$= 0.5 \text{ FTE}$$

The teacher FTE allocated to Grade 4 students equals 0.5 FTE

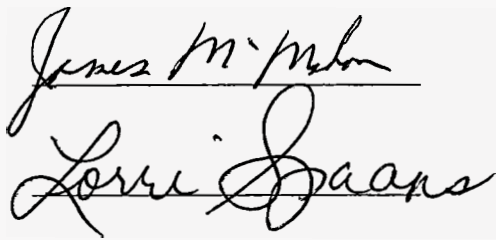
 - (d) The average class size will be calculated by dividing the Board enrolment (FTE) in Grades 4-8 by the total number of teachers as expressed in Full Time Equivalents assigned to Grades 4-8.

- (e) For each subsequent year, beginning in 2009 through 2012, on the first Friday following the completion of the October Report, the Joint Board – Union Committee shall meet in order to determine the average class size as at October 31 using the process outlined in 3(a) to 3 (d).

Using the average class size calculated (as outlined in item 3) as at October 31 for the 2008-2009 school year, the Joint Board-Union Committee shall determine the number of grade 4-8 FTE teachers required to meet the class size reduction target.

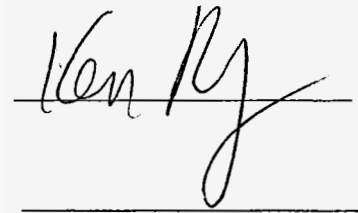
- (f) Any necessary declarations of surplus teachers shall be in accordance with article 6.

For the Union ETFO



James M. Nelson
Lorri Gaans

For the Board DSB1



Ken Ry

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

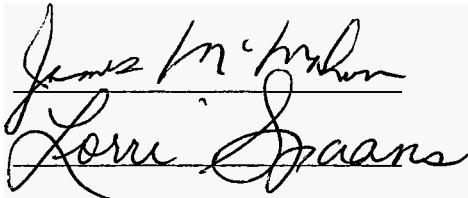
It is recognized that in some schools, students arriving on scheduled buses as they are currently scheduled, may require supervision prior to 8:30 A.M.

The Board/Union Supervision committee shall review options to eliminate the need for supervision of students by teachers before 8:30 a.m. by September 30, 2005.

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.

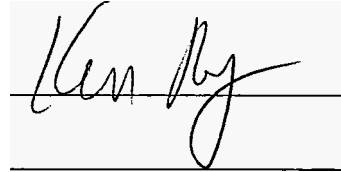
The Board will provide to the Union President, a list of those teachers assigned to supervisory duty and the time that the duty begins and ends.

For the Union ETFO



James McPherson
Lorie Spaans

For the Board DSB1



Ken By

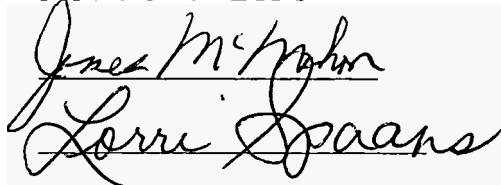
LETTER OF UNDERSTANDING
Between
DISTRICT SCHOOL BOARD ONTARIO NORTH EAST,
And
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
Re: Administrative Transfers

1. It is understood and agreed that the Union will withdraw the Administrative Grievance (08-34) dated September 29, 2008.
2. In consideration of item 1, the Board shall grant preferential placement to the following teachers to vacancies that occur from September 1, 2009 to September 30, 2011 :

Tim Hall	Cobalt, Haileybury, New Liskeard
Ron Judd	Cobalt, Haileybury, New Liskeard
Sandra Foley	Kerns, Elk Lake, Englehart
Pat Ahola	Haileybury
John Marshall	Temagami
Joan Boisvert	Temagami
Josee Bouffard	Central

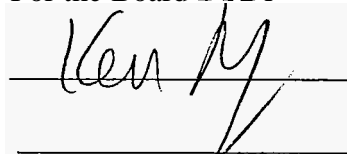
3. The parties further agree that this agreement is without prejudice or precedent to any other matter involving any other Grievor(s) and shall not be referred to by any of them in any future proceedings except for the purpose of enforcing its terms.
4. The Board will develop a procedure in consultation with the Union to Administratively Transfer teachers in the district on or before May 30, 2009. The procedure will outline the process to describe the necessary program or individual needs associated with Administrative Transfer.

For the Union ETFO



James McPherson
Lorrie Spaans

For the Board DSBI



Ken M.

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.

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.

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.

APPENDIX B

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.

- 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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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.

- 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.

- 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.

10.04

Retirement Gratuity

a) i) For teachers hired prior to September 1, 1977 upon retirement to a teacher's superannuation pension, a teacher with ten (10) or more years of continuous service with this Board shall be entitled to a retirement gratuity.

i) Amount of Gratuity

The maximum amount of the retirement gratuity may be equal to but shall not be more than half of the teaching employee's salary as at retirement time.

ii) The amount of the retirement gratuity shall be calculated as follows:

$G = \frac{N}{200} \times S$ where G equals amount of gratuity
 N equals one-half the number of days of accumulated sick leave credit, but not in excess of 100.
 S equals employee's salary as at time of retirement.

- ii) For teachers hired September 1, 1977 or later.

Upon retirement to a teacher's superannuation pension, a teacher hired by this Board on or subsequent to September 1, 1977 with ten (10) or more years of continuous service with the Board shall be entitled to a retirement gratuity.

Amount of Gratuity

The amount of the gratuity shall be calculated as follows:

- G = amount of gratuity
- N = number of sick leave credits, to a maximum of 200
- Y = full-time equivalent years of continuous teaching with this Board (each year of teaching on less than a full-time basis shall be prorated: e.g. nine years of full-time teaching and four years of half-time teaching equals eleven full-time equivalent years of teaching).

$$G = \frac{N}{200} \times \$ 500 \times Y$$

- b) In the event of the death of a teacher, the amount of sick leave credit retirement gratuity that would have been paid to the teacher if he/she had retired on the date of his/her death, shall be paid to his/her estate.
- c) Method of Paving Gratuity
 - i) The retirement gratuity in this plan shall be paid to the employee within ninety (90) days of receipt of proof of eligibility of pension.
 - ii) At the discretion of the employee the retirement gratuity in this plan is to be paid to the employee in a period of time not exceeding three (3) years.
- d) Teachers in the employ of the Board and/or its predecessor boards on or before June 1966 who retire from the teaching profession at the conclusion of at least 20 years' teaching for this Board are allowed, in addition, one-half of their salary as at August 31, 1977 and shall remain in effect as a binding agreement until such time as the last teacher affected by it shall have ceased to be in this Board's employ.

APPENDIX B

(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

- 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).

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

APPENDIX B

- (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 renegotiable 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:

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THE TIMISKAMING BOARD OF EDUCATION

ARTICLE XIII – RETIREMENT GRATUITY

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%

Provided the conditions with respect to continuous service are met, this sick leave credit gratuity shall be paid to the surviving spouse or to the estate of a teacher who dies while in the service of the Board.

Teachers commencing service after August 31, 1981 will not be eligible to accumulate retirement gratuity.

No gratuity payable under this Article shall exceed \$25,000.00

Before September 30, 1981, the Board will individually contract with each teacher presently employed who would be eligible for a retirement gratuity under Article XIII. Each individual contract will provide 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.

Article XIII will cease to be a part of this Salary Agreement on September 30, 1981.