

COLLECTIVE AGREEMENT

between

**ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
KAWARTHA PINE RIDGE TEACHERS' LOCAL
(hereinafter called the "Union")**

and

**THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD
(hereinafter called the "Employer")**

Effective from

September 1, 2008

to

August 31, 2012

TABLE OF CONTENTS

	Page
ARTICLE 1 PURPOSE	-1-
ARTICLE 2 RECOGNITION	-1-
Term and Scope	-1-
ARTICLE 3 DEFINITION OF TERMS	-2-
ARTICLE 4 UNION DUES AND ASSESSMENTS	-3-
ARTICLE 5 RIGHTS AND RESPONSIBILITIES	-3-
Termination of Employment	-3-
Just Cause	-3-
ARTICLE 6 NEW POSITIONS AND VACANCIES	-4-
Definition of Vacancy	-4-
Creation of New Position	-4-
Posting of Positions	-4-
ARTICLE 7 TRANSFER	-5-
ARTICLE 8 PROBATIONARY PERIOD	-6-
ARTICLE 9 ACCESS TO INFORMATION	-6-
ARTICLE 10 COPIES OF THE COLLECTIVE AGREEMENT	-7-
ARTICLE 11 SALARY AND ALLOWANCES	-7-
Salary Grid	-8-
Additional Experience	-10-
Related Experience	-11-
Category Changes	-12-
Responsibility Allowance	-12-
Allowances for Additional Degrees	-13-
Category Definitions and Teacher Qualifications	-13-
ARTICLE 12 STAFFING	-13-
ARTICLE 13 WORKING CONDITIONS	-15-
School Year	-15-
Instructional Time	-15-

	Staff Meetings/Report Cards	-15-
	Lunch Break	-15-
	Itinerant Teacher	-16-
	Travel Allowance	-16-
	Preparation Time	-17-
	Supervision Time	-17-
	Occupational Health and Safety	-18-
	Assessments	-18-
	Report Cards	-18-
	Peer Coaching and Mentoring	-19-
	Release Time for Assessment, Evaluation and Report Cards ..	-19-
	Medical and Physical Procedures	-19-
	Extra-curricular Activities	-19-
ARTICLE 14	BENEFIT PLANS	-19-
	Long Term Disability Plan	-21-
	Continuation of Benefit Plans	-22-
ARTICLE 15	RETIREMENT GRATUITY	-23-
ARTICLE 16	CUMULATIVE SICK LEAVE PLAN	-25-
ARTICLE 17	BEREAVEMENT LEAVE	-26-
ARTICLE 18	OTHER LEAVES OF ABSENCE	-26-
	Quarantine Leave	-26-
	Jury or Witness Leave	-26-
	Personal Leave	-26-
	Recognized Religious Holidays	-26-
	Unpaid Leave of Absence	-27-
	Fifth Disease	-28-
	Family Medical Leave	-28-
ARTICLE 19	PREGNANCY AND PARENTAL LEAVE	-28-
	Parental Leave	-29-
ARTICLE 20	INFANT CARE LEAVE	-30-
ARTICLE 21	PATERNITY LEAVE	-31-
ARTICLE 22	ADOPTION LEAVE	-31-
ARTICLE 23	RETURN FROM A LEAVE	-31-
ARTICLE 24	EDUCATION IMPROVEMENT PLAN (EIP)	-31-

ARTICLE 25	Teacher SELF-FUNDED LEAVE PLAN (X/Y PLANS)	-32-
	Application	-32-
	Approval or Denial	-32-
	Definition	-32-
	Salary Holdback	-32-
	Payment	-33-
	Benefit Plans	-33-
	Termination	-33-
	Contract	-34-
ARTICLE 26	RELEASE OF FEDERATION OFFICERS	-34-
ARTICLE 27	SENIORITY	-35-
ARTICLE 28	LAY-OFF AND RECALL	-35-
ARTICLE 29	ACCESS TO FULL-TIME AND PART-TIME POSITIONS	-37-
ARTICLE 30	TEMPORARY PRINCIPALS AND VICE-PRINCIPALS	-37-
ARTICLE 31	GRIEVANCE PROCEDURE	-38-
	Definition	-38-
	Procedure	-38-
	Informal Stage	-38-
	Formal Stage	-38-
	Arbitration	-39-
	Grievance Mediation	-41-
ARTICLE 32	STRIKE OR LOCKOUT	-41-
ARTICLE 33	UNION REPRESENTATIVES	-41-
ARTICLE 34	PART-TIME ASSIGNMENTS	-42-
	Definition of Teacher on Part-Time Assignment	-42-
	Salary and Allowances	-42-
	Sick Leave	-42-
	Benefits	-42-
	Experience Credit (Grid)	-42-
	Seniority	-42-
	Preparation Time	-42-
ARTICLE 35	Teacher PERFORMANCE APPRAISAL	-42-

LETTER OF UNDERSTANDING	
Use of Employer’s Premises	-44-
LETTER OF UNDERSTANDING	
Process for Recall of Redundant Teachers	-45-
LETTER OF UNDERSTANDING	
Staff Placement due to School Accommodation Change	-47-
LETTER OF UNDERSTANDING	
Establishment of Criteria for Determining the Creation of	
IEPs for Students not formally identified through IPRC	-48-
LETTER OF UNDERSTANDING	
Specialist Teachers Working Group	-49-
LETTER OF UNDERSTANDING	
Professional Activity Day	-50-
LETTER OF UNDERSTANDING	
Principals and Vice Principals	-51-
LETTER OF UNDERSTANDING	
Grades 7 and 8 Student Success Teachers and	
Literacy and Numeracy Coaches	-52-
LETTER OF UNDERSTANDING	
Grade 4 - 8 Class Size Reduction	-53-
LETTER OF UNDERSTANDING	
Professional Development	-54-
SIGNATURE PAGE	-55-

ARTICLE 1 PURPOSE

- 1.01 It is the desire of both parties to specify within this Collective Agreement reasonable and fair terms and conditions under which Teachers covered by this Collective Agreement are employed and the salary, allowances, monetary benefits, and other matters mutually agreed to, all of which constitute the entire negotiated Agreement between the parties hereto.

ARTICLE 2 RECOGNITION

- 2.01 The Employer recognizes the Union as the exclusive bargaining agent for every Teacher — other than occasional Teachers, principals and vice-principals — who is assigned to one or more elementary schools or who performs duties in respect of such schools all or most of the time. For clarification, a principal or vice-principal performing duties in respect of an assignment to the Board's central office is excluded from the bargaining unit.
- 2.02 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly authorized representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Collective Agreement. Each party will inform the other from time to time of who is authorized to act on its behalf.
- 2.03 Term and Scope
- a) This Collective Agreement shall be in effect from September 1, 2008 and shall continue in operation until August 31, 2012, and from year to year thereafter unless either party notifies the other, in writing, within one hundred and fifty (150) days period to the expiration date that it desires to bargain with a view to renewal, with or without modifications of the Collective Agreement then in operation.
 - b) The parties shall meet within fifteen (15) days from the date of notice pursuant to 2.03 (a) or within such further period as the parties agree upon.
 - c) The Collective Agreement may be altered only through the mutual written consent of the Board and the Bargaining Unit.
 - d) A party desiring to amend under Article 2.03 (c) shall give written notice to the other party to this effect. The parties shall meet within thirty (30) calendar days to determine if the other party will agree to negotiate the proposed change. Any recommended alterations shall be subject to ratification procedures of each party.

ARTICLE 3 DEFINITION OF TERMS

- 3.01 a) “Board” or “Employer” means Kawartha Pine Ridge District School Board.
- b) “Union” means the Elementary Teachers’ Federation of Ontario (ETFO)
- c) “Director” means the Director of Education
- d) “Spouse” shall include married, common-law and same sex partners.
- e) “Teacher” means a Teacher as defined by the *Education Act*, who is a member of the Ontario College of Teachers, and employed by the Board in the bargaining unit as defined in Article 2.01.
- f) “College of Teachers” shall be as defined by the *College of Teachers Act*.
- g) “Occasional Teacher” means an occasional Teacher as defined by the *Education Act* and employed by the Board.
- h) “Instructional Day” – The instructional day will not exceed three hundred (300) instructional minutes commencing with the start of instruction and ending with the students’ dismissal from school for the day, exclusive of recess and lunch and/or nutrition breaks. Opening exercises and homeroom are included as part of the instructional day.
- i) “Supervision Time” – For the purpose of the supervision provisions of the Collective Agreement, supervision time will be defined as the time a Teacher is assigned to supervise students outside the instructional day as defined in Article 3.01 h).

Unless specifically assigned, Teachers will not be required to perform supervisory duties outside of the instructional day as defined in Article 3.01 h).

For clarity, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning, before the commencement of classes following the lunch interval, during recesses or after the instructional day as defined in Article 3.01 h).

- j) “Preparation Time” – Preparation time will be used for professional activities as determined by the Teacher and will be assigned only during the instructional day as defined in 3.01 h).

- k) "Program Requirements" - means qualifications in any of the following: Native as a Second Language, English as a Second Language, French as a Second Language, Special Education, Library, Guidance, and Division Qualifications.

ARTICLE 4 UNION DUES AND ASSESSMENTS

- 4.01 The Employer shall deduct, for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this article shall be forwarded to the General Secretary within thirty days of the dues being deducted. The Union shall inform the Employer from time to time, of the amount of such dues and assessments and/or the current address of the General Secretary.
- 4.02 The payment shall be accompanied by a dues submission list showing the names, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Employer shall, where available, provide the information in electronic form.

ARTICLE 5 RIGHTS AND RESPONSIBILITIES

- 5.01 Save and except to the extent specifically modified or curtailed by any provision(s) of this Collective Agreement, the right and responsibility to manage the business of the Employer is vested solely and exclusively with the Employer. The Employer agrees that its rights and responsibilities shall be exercised in a manner that is consistent with this Collective Agreement and prevailing statutes and is not arbitrary or discriminatory.
- 5.02 The Employer 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.
- 5.03 Termination of Employment
- a) A Teacher shall notify the Employer by November 1 of the Teacher's intention to resign effective December 31 and by April 1 of the Teacher's intention to resign effective June 30 or August 31.
- b) Nothing herein prevents a Teacher and the Employer from mutually agreeing to the Teacher's resignation at any time.
- c) Teachers are encouraged to provide notice of resignation or retirement at the earliest possible date to assist with the staffing process.
- 5.04 Just Cause
- No Teacher shall be discharged, demoted or disciplined except for just cause. Such cause shall be provided to the Teacher in writing within ten (10) calendar

days from the time the Teacher is informed of any such action. When a principal or supervisor calls a Teacher to a meeting which may result in discipline, the principal or supervisor shall inform the Teacher of the nature of the meeting. For such a meeting the Teacher is entitled to Union representation.

ARTICLE 6 NEW POSITIONS AND VACANCIES

6.01 Definition of Vacancy

A “vacancy” declared by the Employer under this Article means a teaching assignment covered by this Collective Agreement that is unoccupied.

6.02 Creation of New Position

Should the Board create a new position to be filled by a Teacher who would come under this Collective Agreement, the Parties shall negotiate the annual salary and/or allowances, if any, for the position. If no agreement is reached the matter may be submitted to arbitration in accordance with Article 31.06.

6.03 Posting of Positions

- a) The annual spring staffing placement meeting will normally occur no later than May 15th of each year. In the event that this meeting cannot take place by the aforementioned date, the Board will advise the Union of the reasons thereof and in consultation with the Union will reschedule the meeting as soon as possible thereafter.
- b) During the period between the completion of the annual spring staffing placement meeting and June 30th, the Board shall post all vacancies on the internal email/conference site for at least four (4) school days before the deadline for application for the position(s).
- c) Any initial summer vacancy that occurs between July 1 and August 15 shall be posted on the internal email/conference site for four (4) business days. A vacancy resulting from an incumbent Teacher being placed in the original posted position need not be posted if that vacancy occurs after June 30th.
- d) Notwithstanding the foregoing, if vacancies occur in the positions of system level position, they shall be posted regardless of the time of the year.
- e) Notwithstanding (a and b) above, a vacancy for the next school year which occurs after August 15th, shall be filled for the remainder of that school year. A Teacher hired to fill such a vacancy will be deemed to be surplus to their school and placed on the surplus list. For the following school year, any vacancy that results from this provision shall become part of the annual spring staffing process, if the position still exists.

- f) Internal placements shall be considered prior to the placement of external hires.
- 6.04 All postings shall include the title of the position, a brief summary of duties, requisite experience, if any, qualifications, effective date and, if it is a temporary vacancy, the probable duration.
- 6.05 a) If the posting is for a term appointment, the length of the term must be stated and at the discretion of the employer may be extended up to two (2) years. The position, if it continues, shall be posted at the end of the term or extension.

b) Upon completion of the term appointment, the Teacher shall be treated as if returning from a leave, in accordance with Article 23.

ARTICLE 7 TRANSFER

- 7.01 In effecting administrative transfers, unless otherwise agreed between the Teacher and the Superintendent of Human Resources, no transfer shall be made that exceeds a distance of fifty (50) kilometers from the current work location.
- 7.02 Teachers will complete a transfer form that provides the opportunity to identify schools and assignments to which they would be willing to transfer, before February 28. The Superintendent of Human Resources, or designate, will prepare a list of Teachers requesting transfers, and such requests shall be considered when placing surplus Teachers. The Employer shall make reasonable efforts to accommodate requests for transfer.
- 7.03 Transfer forms may be removed up to one week prior to the placement meeting in situations where circumstances have changed for the individual requesting the transfer.
- 7.04 Teachers declared surplus will complete a preferred assignment form one week prior to any placements being made.
- 7.05 At the placement meeting for surplus Teachers and transfer requests, vacancies will be identified. The Teacher with the match to identified school program requirements, qualifications for the position, and the greatest seniority, will be placed in the vacancy that coincides with their transfer request or preferred assignment request. Union representatives will be invited to attend the meeting.

ARTICLE 8 PROBATIONARY PERIOD

- 8.01 A newly hired Teacher shall have a probationary period of one (1) year worked. The probationary period shall be determined without counting any leaves of absence in excess of twenty (20) working days for any purpose.

ARTICLE 9 ACCESS TO INFORMATION

- 9.01 A Teacher, upon written request, shall have access to that Teacher's personnel file in the presence of a supervisory officer or designate. The Teacher shall have the right to obtain copies of any materials contained in his/her personnel file.
- 9.02 Where a Teacher authorizes, in writing, access to the Teacher's personnel file by another person acting on the Teacher's behalf, the Employer shall provide such access, as well as copies of materials contained therein, if also authorized and requested.
- 9.03 Teachers shall receive a copy of any material related to performance or conduct within seven(7) calendar days of the material being placed in the Teacher's personnel file.
- 9.04 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.
- 9.05 A Teacher is entitled to:
- a) request correction of personal information if the individual believes there is an error or omission; and
 - b) require that a statement of disagreement be attached to information reflecting any correction that was requested but not made.
- 9.06 Provided that there is no other disciplinary material added to a Teacher's personnel file in the intervening time, disciplinary material shall be removed from a Teacher's personnel file, at the written request of the Teacher, after a maximum of three (3) years and returned to the Teacher. Provided that there is no other adverse report added to a Teacher's personnel file in the intervening time, an adverse report shall be removed from a Teacher's personnel file after a maximum of three (3) years and returned to the Teacher. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Teacher in order to demote, dismiss, discharge, transfer or discipline the Teacher in any way, nor shall it be used against the Teacher in any arbitration or any other legal proceeding.

- 9.07 a) The Employer agrees to provide to the Union, or to an authorized Union representative, statistical data and information encompassing the employment status, category, allowances, salaries and benefits of elementary school Teachers, and information regarding actual class size by school, for the purposes of collective bargaining and the effective administration of this Agreement. With regard to any information released or provided to the Union or their members collectively or individually, the Union shall save the Employer harmless from any and all claims, actions or proceedings whatsoever.
- b) The Employer and the Union agree that all such information provided to the Union in accordance with this Article shall be maintained on a confidential basis.
- c) By October 31 of each year, the Employer shall provide to the Union a list of the members at each workplace.

ARTICLE 10 COPIES OF THE COLLECTIVE AGREEMENT

10.01 Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Employer expense, within thirty (30) calendar days of the signing of the agreement. Each newly hired Teacher will be provided a copy of this agreement at Employer expense.

ARTICLE 11 SALARY AND ALLOWANCES

11.01 On or before November 15 of each year, the Employer shall make available via the HR Online System information pertaining to the following:

- a) Credit for teaching experience
- b) Category classification
- c) Salary and allowance

11.02 A Teacher is entitled to be paid his or her salary in proportion that the number of school days on which a Teacher performs his or her duties bears to the total number of school days in the school year.

11.03 The payment schedule shall be as follows:

First school day in September	8%	February 15	4%
September 15	4%	March 1	4%
October 1	4%	March 15	4%
October 15	4%	April 1	4%
November 1	4%	April 15	4%
November 15	4%	May 1	4%
December 1	4%	May 15	4%
December 15	8%	June 1	4%
January - first banking day	4%	June 15	4%
January 15	4%	Last day of school	12%
February 1	4%		

Other than the pay dates at the beginning of September, January, and the last day of school, if the date listed above falls on a Saturday or Sunday, the actual pay date will be on a Friday. If the actual pay date is a statutory holiday falling on a Monday, the pay date will be on the Tuesday.

- 11.04 Each Teacher's salary shall be transferred by direct deposit into the bank, trust company or credit union account designated by the Teacher provided that the bank, trust company or credit union is capable of twenty-four (24) hour transfer to the Teacher's account.

A statement of earning and deductions will be available to employees through the Board's HR Online system.

- 11.05 All compensation rates shall increase in accordance with the PDT Agreement dated February 12, 2009.

- September 1, 2008 - 2%
- September 1, 2009 - 2%
- September 1, 2010 - 3%
- September 1, 2011 - 3%

Effective September 1, 2008 the salary grid shall be advanced 2% as follows:

Exp	A0	A1	A2	A3	A4
0	38,858	44,027	45,743	48,834	50,627
1	43,013	46,691	48,827	52,233	54,460
2	44,866	48,919	51,236	54,874	57,373
3 - 4	46,717	51,145	53,618	57,452	60,261
5	48,569	53,374	56,117	60,092	63,264
6	50,516	55,643	58,512	62,943	66,904
7	52,394	57,909	61,000	65,658	69,331
8	54,381	60,136	63,421	68,409	72,397
9	56,722	62,732	66,114	71,645	75,906
10	59,199	65,095	68,639	74,750	79,400
11	63,108	68,458	72,123	80,405	85,777
12	65,095	(Penultimate)			

Effective September 1, 2009 the salary grid shall be advanced 2% as follows

Exp	A0	A1	A2	A3	A4
0	39635	44908	46658	49810	51639
1	43874	47624	49804	53278	55549
2	45763	49898	52260	55971	58520
3	47651	52168	54691	58601	61466
4 - 5	49541	54441	57240	61294	64530
6	51526	56756	59683	64202	68242
7	53442	59068	62220	66972	70718
8	55469	61339	64689	69778	73844
9	57857	63987	67437	73078	77424
10	60383	66397	70012	76245	80988
11	64371	69827	73566	82013	87492
12	66397	(Penultimate)			

Effective September 1, 2010 the salary grid shall be advanced 3% as follows

Exp	A0	A1	A2	A3	A4
0	40824	46255	48058	51304	53188
1	45190	49053	51298	54876	57216
2	47136	51395	53828	57651	60276
3	49081	53733	56331	60359	63310
4	51027	56074	58957	63133	66466
5-6	53072	58459	61473	66128	70289
7	55045	60840	64087	68981	72840
8	57133	63179	66630	71871	76060
9	59592	65906	69460	75270	79747
10	62194	68389	72112	78532	83417
11	66302	71922	75773	84473	90117
12	68389	(Penultimate)			

Effective September 1, 2011 the salary grid shall be advanced 3% as follows

Exp	A0	A1	A2	A3	A4
0	42049	47643	49499	52844	54784
1	46546	50525	52837	56522	58932
2	48550	52936	55443	59380	62084
3	50553	55345	58021	62169	65209
4	52558	57756	60726	65027	68460
5	54664	60212	63317	68112	72398
6 - 7	56697	62665	66009	71050	75025
8	58847	65074	68629	74027	78342
9	61380	67883	71544	77528	82140
10	64060	70441	74275	80888	85920
11	68291	74080	78046	87007	92821
12	70441	(Penultimate)			

The combined Experience in Years step on the grid shall continue to progress in like fashion through the grid in subsequent years until the current Step 11 becomes Step 10.

11.06 Additional Experience

Only full years shall count on the grid.

- a) Effective September 1, 2009 partial years of experience shall be counted as full years for grid placement. Salary increments will be recognized as of September 1.

Teachers must apply for recognition of additional experience within one (1) year from the first day worked after being hired, and supported by written documentation from the former employer(s).

- b) Accumulation of experience for salary purposes shall not exceed ten (10) months' credit for the period September 1 to August 31 inclusive.
- c) Teachers entering the elementary schools from the secondary schools, will have their secondary experience treated as elementary school experience for salary purposes only.
- d) Occasional teaching experience done on a grid rate of pay with the Employer shall be accumulated and added to other partial years of experience for credit on the grid.
- e) Teachers who provide proof of acceptable elementary or secondary experience outside Ontario and who hold Ontario qualifications as defined by the Ontario College of Teachers shall be paid in accordance with the schedule set forth in Article 11.05.

- f) Effective September 1, 2009 experience credit for casual daily occasional teaching experience with the Board (acquired after September 1, 2009), shall be recognized such that twenty (20) full time equivalent days of accumulated experience shall equate one-tenth of a year of credit. For recognition of such experience credit, it shall be the responsibility of the Teacher to provide the Board with supporting documents within one (1) year from the first day worked after being hired or in the case of a Teacher who has a partial contract with the Board, within three (3) months from the first teaching day in any school year. Any adjustments to the grid placement shall be effective on the first teaching day following the year(s) in which the experience was gained.

11.07 Related Experience

- a) Teachers who have University or Community College teaching experience and who held full elementary qualification while the experience was acquired shall receive recognition on the grid for this experience in accordance with b).
- b) Recognition for such experience must be applied for within one (1) year from the first day worked after being hired, and supported by documentation from the former employer(s).
- c) Related trade and/or technical experience shall be equated to teaching experience for purposes of the grid as follows:

<u>Related Experience Number of Years</u>	<u>Experience on Grid Number of Years</u>
1	1
2	1
3	2
4	3
5	3
6	4
7	5
8	5

- d) Related trade and/or technical experience shall be based on the number of years in a trade, to a maximum of eight (8), subsequent to Ministry of Education minimum requirements.
- e) To be recognized, related experience must be in a field directly related to the subject being taught.
- f) The number of years related experience allowed, up to a maximum of the actual number of years possessed by the Teacher, is strictly a matter of negotiation between the Teacher or the Teacher's designate, and the Superintendent of Human Resources or designate. Terms accepted at the

time of hiring are open to adjustment only within one (1) year from the first day worked after being hired.

11.08 Category Changes

- a) Changes in qualification which result in a Teacher being placed in a higher category shall be effective September 1, provided that:
 - i) course of study is completed prior to September 1; AND
 - ii) examination(s) is (are) passed; AND
 - iii) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before February 28 of the subsequent year.
- b) Changes in qualifications which result in a Teacher being placed in a higher category shall be effective January 1, provided that:
 - i) the course of study is completed prior to December 31 of the preceding year; AND
 - ii) the examination(s) is (are) passed; AND
 - iii) written documentation showing successful completion of the examination(s) is received by the Superintendent of Human Resources on or before June 30 of the current year.
- c) Credits as a result of winter courses shall count for reclassification the following September only.

11.09 Responsibility Allowance

All allowances are in addition to the individual's proper placement on the grid according to his/her own category and experience.

All allowances shall increase in accordance with the PDT Agreement dated February 12, 2009.

- a) Instructional Leadership Consultant

September 1, 2008	\$5,643
September 1, 2009	\$5,755
September 1, 2010	\$5,928
September 1, 2011	\$6,106

- b) The Employer retains the right to appoint Teachers to newly created positions of responsibility. The parties shall negotiate the allowance, if any, for such positions.

11.10 Allowances for Additional Degrees

If not already used in the determination of category, an allowance of 0.00238 times A4 max for any second Bachelor's degree and 0.0095 times A4 max for a Master's degree shall be paid. Only one allowance shall be paid per Teacher. An allowance for a Master's Degree from universities outside Canada shall be at the discretion of the Superintendent of Human Resources.

11.11 Category Definitions and Teacher Qualifications

- a) Teacher category placement on the Salary Grid shall be according to the Qualifications Evaluation Council of Ontario (Q.E.C.O.) Program Four as of September 1, 1994.

Teacher category placement on the Salary Grid shall be in accordance to the Qualification Evaluation Council of Ontario (Q.E.C.O.) Program Four or Five.

- b) It shall be incumbent upon the Teacher to provide valid documentation from Q.E.C.O. for category placement.
- c) All qualified new appointees shall be placed in the category consistent with the category placement and recognized years of teaching experience provided that documentary evidence to support such placement and experience is submitted to the Employer prior to the commencement of duties. When such evidence is not submitted prior to the commencement of duties, the Employer shall place the Teacher in Category A or A1 minimum until such evidence is supplied. When such evidence is supplied, any retroactivity shall apply according to the criteria delineated in 11.08 (a) and (b).

ARTICLE 12 STAFFING

12.01 The Employer shall ensure that the average size of its elementary school classes, in aggregate, does not exceed twenty-four point five (24.5) pupils, and for JK to Grade 3 does not exceed twenty-four (24) pupils (which may be varied from time to time to comply with government regulation). The Employer shall determine the average size of its classes, in aggregate, as of 31 October each year, and the determination shall be made in accordance with Section 170.1 (5) of the Education Quality Improvement Act, which may be amended from time to time.

12.02 Staff shall be allocated to each school based on the following divisors which may be varied from time to time to comply with government regulations on average class size. The individual school allocation may be adjusted to create reportable classes to comply with the average class size regulation.

Example: School X allocation = 22.13 FTE
adjustment = 22.00 FTE

School Y allocation = 22.91
adjustment = 23.00

School Z allocation = 22.62
adjustment = 22.50

<u>Class Size</u>	
JK/SK	20.5
Gr. 1,2,3	23.5
Gr 4,5,6	26
Gr 7,8	28

* Each JK/SK pupil equals .5 of a pupil.

12.03 The difference between the number of Teachers generated by the calculation in 12.01 and the adjusted number of Teachers generated by the divisors in 12.02 shall form a discretionary pool to be assigned by Superintendents of Schools for classroom purposes.

12.04 Each School's Administration shall invite school staff to work co-operatively to develop the school's proposed organization.

12.05 a) A District Staffing Committee shall be composed of three representatives of the Employer, the Union President and two other Union representatives.

b) Prior to June 15 each year, the District Staffing Committee shall meet to review school organizations.

c) The Committee shall meet prior to October 15 each year to review identified staffing concerns and to consider actions to ameliorate concerns.

12.06 Completion of IEP's

Students that have been formally identified through an IPRC shall have an IEP completed by the classroom Teacher, based on input from the SERT. Students that have not been formally identified through an IPRC may have an IEP created when it is in the best interest of the student based on the criteria established as per the *Letter of Understanding - Establishment of Criteria for Determining the Creation of IEP's for Students not Formally Identified through IPRC*, and following consultation by the classroom Teacher, with the SERT, school administration and other board personnel, where applicable.

ARTICLE 13 WORKING CONDITIONS

13.01 School Year

The school year shall consist of one-hundred and ninety-four (194) school days. Additional days shall be determined by mutual consent of both parties.

13.02 Instructional Time

The parties agree that the Employer's policy with respect to the assignment and allocation of instructional time shall be as follows, which shall not be changed without the consent of the Union:

Effective September 1, 2008, the Employer shall ensure that each full-time Teacher in elementary schools is assigned to provide instruction to pupils for no more than one thousand, three hundred (1300) minutes for each period of five (5) instructional days.

Effective September 1, 2009, the number of minutes shall be 1290.

Effective September 1, 2010, the number of minutes shall be 1280.

Effective September 1, 2011, the number of minutes shall be 1270.

Effective August 31, 2012, the number of minutes shall be 1260.

13.03 Staff Meetings/Report Cards

At the beginning of the school year, all teaching staff in each school shall meet to determine the desired timing of regular staff meetings, and the process associated with the preparation of report cards, such as the various deadline dates. Regular 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 meeting 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.

13.04 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 and during or adjacent

to the regular lunch period for students. The Principal shall make every reasonable effort to ensure that at least twenty (20) minutes of each Teacher's lunch period shall coincide with the regular lunch period for students.

13.05 Itinerant Teachers

- a) An itinerant Teacher is a Teacher who is assigned duties by the Employer in more than one school in a day.
- b) An itinerant Teacher shall have one school designated as his/her school of record.
- c) An itinerant Teacher shall be guaranteed reasonable travel time, exclusive of lunch and normal preparation time, for travel between assigned schools.
- d) An itinerant Teacher shall be paid the Employer's per kilometer rate for travelling between assigned schools.

A part-time Teacher who is assigned duties by the Employer in one school and successfully secures work in another school is not considered as an itinerant Teacher.

13.06 Travel Allowance

Except for 13.05, when it is required by the Employer, the Director of Education, superintendents, or principals that any Teacher must drive to a site other than their assigned school/office in performance of the Teacher's duties, for such travel the Teacher shall be paid the Employer's per kilometer rate.

This clause does not refer to professional activity days.

- 13.07 Subject to availability, the Employer shall provide a qualified occasional Teacher when a classroom Teacher is absent from his/her regular duties for a reason pursuant to this Collective Agreement for periods of one-half (1/2) a school day or more.

13.08 Preparation Time

- a) Effective September 1, 2008 each full-time classroom Teacher shall be allocated at least two hundred (200) minutes for each period of five (5) instructional days, exclusive of recess and lunch period.

Effective September 1, 2009, the number of minutes shall be 210

Effective September 1, 2010, the number of minutes shall be 220

Effective September 1, 2011, the number of minutes shall be 230

Effective August 31, 2012, the number of minutes shall be 240

- b) Additional preparation time of 200 minutes shall be allocated to each full-time classroom Teacher during the school year and shall be scheduled by each Principal during the school year in consultation with school staff.
- c) No preparation period shall be less than thirty (30) minutes.
- d) Preparation time for part-time Teachers shall be pro-rated.
- e) 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 the District Staffing Committee.
- f) 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 coverage, as opposed to regular specialist Teachers.
- g) 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 year.
- h) Professional activity days shall not be considered instructional days for the purpose of scheduling preparation time.
- i) The Board shall not combine classes for the sole purpose of providing preparation time. Notwithstanding the above, the Board and Union may agree that models designed to enhance programming through the use of specialist Teachers can result in combined classes that provide preparation time for some Teachers.

13.09 Supervision Time

- a) Effective on the Monday following 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.

- b) Notwithstanding a) above, the parties agree that existing practices or provisions respecting supervision time that provided a greater benefit in schools as at March 1, 2005, will be maintained, except to the extent the school needs change due to factors beyond the control of the school.
- c) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- d) Supervision shall be assigned by the principal on as equitable a basis as possible, in consultation with the Teachers and taking into account all Teachers' preferences. Teachers shall be provided with a copy of the school's supervision schedule no later than the fifth (5th) instructional day.
- e) No later than June 15th of each year, each Principal shall create a supervision schedule. Any school based concerns regarding the 80 minute maxima as described in a) above that cannot be resolved at the school level, shall be forwarded to the District Staffing Committee for review.
- f) The District Staffing Committee will, no later than May 15 of each year, develop supervision guidelines for schools to implement for the following September.

13.10 Occupational Health and Safety

The Board and the Union 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. The Employer agrees to abide by the Occupational Health and Safety Act. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

13.11 Assessments

The student results from provincial or Board-mandated tests shall not be used for the purpose of evaluating Teachers. No Teacher shall suffer discipline, discharge nor any adverse effect as a consequence of any student test results.

13.12 Report Cards

Teachers shall be required to meet the Ministry of Education expectations on reporting. During the life of this Collective Agreement, or until such time reporting requirements are superceded by the Ministry of Education, kindergarten Teachers will continue to produce a written report card in terms two (2) and three (3).

13.13 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 another Teacher.

13.14 Release Time for Assessment, Evaluation and Report Cards

- a) In the 2009-2010 school year, one (1) 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 and shall occur at least one (1) week and not more than three (3) weeks prior to the due date for report cards to be submitted to administration.
- b) Effective 2010-2011, two (2) professional activity days will be designated for the purpose of assessment and completion of report cards: one prior to the first reporting period and one prior to the second reporting period, and each day shall occur at least one (1) week and not more than three (3) weeks prior to the due date for report cards to be submitted to administration respectively.

13.15 Medical and Physical Procedures

The Employer shall not require any Teacher to 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.

13.16 Extra-curricular Activities

Extra-curricular activities are voluntary and the Board agrees to regard such activities as voluntary.

ARTICLE 14 BENEFIT PLANS

14.01 The Employer will provide each Teacher with information brochures, provided by the insurance companies, outlining the group benefits coverage. These brochures will be updated whenever there is a significant change in coverage. In addition, the Employer will supply up-to-date copies of group benefit master policies to the president of the Local as they become available from the insurance company.

14.02 A Teacher on part-time assignment shall, subject to eligibility requirements as specified by the Employer's insurers, be allowed to participate in Benefit Plans, but the Board's share of premium costs shall be pro-rated.

14.03 The Employer will pay for full-time Teachers one hundred percent (100%) of the premium cost of the following Benefit Plans or equivalent.

Extended Health Care Plan

- a) Extended Health Care Plan; (including \$.50 pay direct drug plan card benefit based on the KPR Managed Health Care Formulary; for Extended Health Care claims other than drug claims the single deductible is \$10 per insured individual and \$20 per insured family per benefit year;

Vision Care

- \$300.00 per insured individual per twenty four (24) month period. For family members under eighteen (18) years of age, the coverage will be \$300.00 per twelve (12) month period.
- Effective September 1, 2010, the amount will be \$500.00

It is understood that the above amounts shall include coverage for contact lenses, laser eye surgery, and eye examinations with a maximum of \$50 per exam.

- Effective September 1, 2010, the amount will be \$100.00

Hearing Aids

- Effective September 1, 2010; \$500 per insured individual per 48 month period. For family members under eighteen (18) years of age, the coverage will be \$500 per 24 month period.

Paramedical Services

- Effective September 1, 2010: Category 2 Paramedical Services shall each have a maximum of \$500 per participant per benefit year for all such services within Category 2 under Paramedical Services.
- Effective September 1, 2010: Category 3 Paramedical Services shall each have a maximum of \$500 per participant per benefit year for all such services within Category 3 under Paramedical Services.

b) Dental Plan Coverage

Based on Kawartha Pine Ridge District School Board Dental Care Plan as described in the benefits booklet dated September 2005, nil deductible

- Basic, minor restorative coverage and preventive procedures based upon one hundred percent (100%) co-insurance.

Orthodontia

- Orthodontia based upon seventy percent (70%) co-insurance with a lifetime maximum of \$2,000.00 per insured individual.
- Effective September 1, 2010, the amount will be \$2,500.00

Major Restorative

- Major restorative based upon seventy percent (70%) co-insurance with an annual maximum of \$1,500 per insured individual.
- Effective September 1, 2010, the amount will be \$2,100.
- Reimbursement is to be based on the current ODA fee schedule at all times.
- Recall shall be every nine (9) months for adults and six (6) months for children up to age eighteen (18).

c) Life Insurance Plan

- Basic Group Life Insurance at 2.5 x annual salary. Subject to eligibility requirements as specified by the insurer, additional Group Life Insurance options to a maximum of 1.5 x annual salary are available at the employee's expense.
- Basic Accidental Death and Dismemberment (AD & D) Insurance at 2.5 x annual salary. Additional Accidental Death and Dismemberment (AD & D) Insurance options to a maximum of 1.5 x annual salary are available at the employee's expense.

14.04 Long Term Disability Plan

The plan shall have a waiting period of at least ninety (90) working days. The Employer agrees to administer the Plan with each participating Teacher paying one hundred percent (100%) of the premium costs.

Effective August 31, 2012, the Union shall have the sole and exclusive right to determine the LTD carrier. The Union shall inform the Board by April 1st each year of the LTD carrier for the following school year. Teachers enrolled in the plan shall pay 100% of the premium cost for the LTD plan. Enrollment in the plan shall be a condition of employment for all newly hired Teachers.

ETFO agrees to indemnify, either directly, or via appropriate insurance, the Employer against any and all claims that may be made against the Employer in

connection with any new long term disability insurance plan, save and except errors that may arise in duties assumed by the Employer pursuant to this Article. ETFO undertakes to ensure that any long term disability insurance contract it enters into with a carrier or carriers will include language that is substantially similar to Article 14.04.

- 14.05 The Kawartha Pine Ridge District School Board Managed Health Care Plan for elementary Teachers will contain all drugs and supplies listed in the KPR Benefits Carrier Formulary, or its equivalent, covered at 100% reimbursement through a pay-direct drug card. The KPR Benefits Carrier Formulary is reviewed and updated regularly using an independent panel of medical experts' recommendations on new drugs and new information on existing drugs.

Note: Drugs which are not covered under the KPR Formulary Prescription Drug Plan are listed as per the master agreement between the board and its carrier provider.

- 14.06 In the event that the Kawartha Pine Ridge District School Board Managed Health Care Formulary for elementary Teachers does not contain an acceptable substitute with equivalent therapeutic value, or should the insured individual insist that a prescription be filled when a drug is not a covered expense under the plan, the plan shall provide 70% reimbursement of said prescription drug at point-of-sale.

Teachers shall be entitled to be reimbursed for 100% of the cost of the prescription providing that at least one of the following conditions is met:

1. There is no reasonable substitute for the drug prescribed.
2. There is a life threatening or debilitating disease.
3. There is a hazard to the person's health.

The Teacher will have his/her physician complete the relevant sections of the Drug Exception Request Application explaining why the prescription should be filled as written and the employee will submit this information to the Boards insurance carrier for review and the matter shall be resolved within twenty (20) instructional days of the Teacher's initial written request. If the time line is not met, the Teacher shall be entitled to 100% reimbursement.

Any Teacher that has been approved for a drug exception as of April 24, 2009, shall continue to be entitled to be reimbursed for the excepted drug at 100% provided that the drug continues to be covered by law or convention and requires a physicians or dentists prescription.

14.07 Continuation of Benefit Plans

- a) Subject to eligibility requirements as specified by the insurer, a Teacher who takes early retirement may retain membership in any of the Benefit Plans to which he/she belongs at the time of retirement until he/she attains the age of sixty-five (65) years. Early retirement shall mean retirement between ages fifty-five (55) to sixty-five (65) on a pension pursuant to the Teachers' Pension Plan with payment to begin within two (2) months of the retirement date.

Notwithstanding the foregoing, the minimum early retirement age of fifty-five (55) is waived for the duration of this Collective Agreement.

- b) Subject to eligibility requirements as specified by the insurers, a Teacher who is terminated by the Employer because he/she has exhausted his/her sick leave or because he/she is unable to perform his/her duties for reason of disability may retain the right to participate in any of the Group Benefits to which he/she belongs until he/she attains the age of sixty-five (65) years.
- c) To maintain participation and coverage under the Collective Agreement, the retired or terminated Teacher must agree to participate in a preauthorized debit plan to pay the full annual premiums. The retired or terminated Teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the individual's account on the 10th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for anyone should any two payments be denied for reason of insufficient funds. The Employer reserves the right to establish a separate group for individuals, as outlined in (a) and (b) above, with premiums determined on the basis of the participants in the group.

ARTICLE 15 RETIREMENT GRATUITY

15.01 A Teacher employed by the Employer as of August 31, 1998 shall be eligible to receive a retirement gratuity in accordance with the provisions of the plan which applied to such Teachers as of that date. Such plans shall be attached to this Collective Agreement as Addendum 1.

15.02 Notwithstanding Clause 15.01, Teachers hired by the former Northumberland-Clarington Board of Education between September 2, 1980, and August 31, 1998, and who are eligible for a retirement gratuity shall be entitled to one of the following options:

- a) continue in the plan as indicated in Clause 15.01, or
- b) accept a percent of the Teacher's actual salary as of September 1, 1998 deposited in an account of the Teacher's choice with the Ontario Teachers' Group Investment Funds based on the following:

<u>Year Hired</u>	<u>Percent of September 1, 1998 Actual Salary</u>
1997	3.5
1996	3.6
1995	3.7
1994	3.8
1993	3.9
1992	4

<u>Year Hired</u>	<u>Percent of September 1, 1998 Actual Salary</u>
1991	4.1
1990	4.2
1989	4.4
1988	4.6
1987	4.9
1986	5.2
1985	5.5
1984	5.8
1983	6.1
1982	6.4
1981	6.7
1980	7

A Teacher who selects option (b) must remain with the Employer for ten (10) years from September 1, 1998 or until retirement on a pension pursuant to the Teachers' Pension Plan, whichever is earlier. If a Teacher does not fulfill the foregoing requirement, the investment shall belong to the Employer.

The selection of option (a) or (b) must be made no later than October 31, 1999.

- 15.03 a) For each Teacher hired by the Employer effective September 1, 2002 and thereafter, the Employer shall contribute three and one -half (3.5) percent of the amount of A3 Year 0 of the grid then in effect which shall be deposited in an account of the Teacher's choice with the Ontario Teachers' Group Financial Inc. upon the completion of two (2) years of service.
- b) Upon eligibility, the Board shall send notification that Teachers must designate an account to which their investment is to be directed. These Teachers will be notified by October 15th and April 15th following their eligibility in accordance with (a) above.
- c) On or before January 31st of each year, the Union shall be annually furnished with a list of Teachers who have not responded to the notification as outlined in 15.03 (b).
- d) If a Teacher leaves the Employer after two (2) years of service, the investment shall belong to the Teacher. If the Teacher subsequently returns to the Employer, no additional Employer contribution will be required for such a Teacher pursuant to this Article.

ARTICLE 16 CUMULATIVE SICK LEAVE PLAN

- 16.01 On the first day of the school year each full-time Teacher who is actively employed shall be credited with twenty (20) days sick leave, the unused portion of which shall be accumulated to the Teacher's sick leave account to a maximum of three hundred (300) days. Teachers who are on Long Term Disability or unpaid leave of absence shall not be credited with twenty (20) days sick leave.
- 16.02 Teachers who commence employment during the school year shall be credited, on the first day of employment, with a pro-rated number of sick days, and sick leave days shall be prorated for part-time Teachers. Any unused portion shall be accumulated to the Teacher's sick leave account to a maximum of three hundred (300) days.
- 16.03 Teachers shall continue to receive their full pay for absences chargeable to sick leave beyond twenty (20) days up to the amount of their accumulated sick leave credit.
- 16.04 A newly-hired Teacher shall be entitled to transfer accumulated sick leave from a previous Board of Education to the Teacher's cumulative sick leave account with the Employer. The number of days transferred shall not exceed two hundred (200) days.
- 16.05 A Teacher who has been credited with sick leave by the Employer under the sick leave provisions of a predecessor Employer or another Collective Agreement with the Employer shall be entitled to have such accumulated sick leave credited to the Teacher's current sick leave account.
- 16.06 On leaving the employ of the Employer, upon request Teachers shall receive a statement of their sick leave credits duly certified by the Employer.
- 16.07 a) A Teacher absent through illness for any period may be requested to furnish a medical certificate to that effect from the attending physician but the Employer may, at its discretion require a certificate from a physician of its own appointment and, in the event of a disagreement, require a third medical opinion; at no cost to the Teacher.
- b) In administering 16.07 (a), the Employer shall not normally require a medical certificate for absences of three (3) consecutive school days or less. In exceptional circumstances, the Employer may require a Teacher to provide a certificate for absences of less than three (3) consecutive school days, and the Superintendent of Human Resources or designate shall advise the Union when this provision is implemented.
- c) Medical Information
- The Board shall keep any medical information pertaining to a Teacher in a separate file maintained by the Human Resources Department, and which shall be accessible only by the Teacher and those required to carry out their duties.

ARTICLE 17 BEREAVEMENT LEAVE

- 17.01 Leave of absence without loss of pay shall be granted to a maximum of three (3) working days in the case of the death of an immediate member of his/her family for the purpose of arranging for and attending the funeral. Immediate member of the family shall mean spouse, mother, father, daughter, son, sister, brother, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandparent or grandchild.
- 17.02 Leave of absence without loss of pay shall be granted to a Teacher to a maximum of one (1) working day to attend the funeral of an aunt, uncle, niece, or nephew.
- 17.03 At the discretion of the Superintendent of Human Resources, up to two (2) additional working days may be granted to meet the exigencies of distance and special circumstances.

ARTICLE 18 OTHER LEAVES OF ABSENCE

18.01 Quarantine Leave

Quarantine leave without loss of pay and not chargeable to sick leave shall be granted to a Teacher for a period of quarantine when declared by the Medical Officer of Health or designate.

18.02 Jury or Witness Leave

Leave without loss of pay and not chargeable to sick leave shall be granted to a Teacher to serve as a juror or to respond to 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 Employer any fee, exclusive of travelling and living expenses, that the Teacher receives as a juror or as a witness.

18.03 Personal Leave

Personal Leave without loss of pay and not chargeable to sick leave may be granted to a maximum of three (3) working days per school year subject to the approval of the Principal or immediate supervisor. The Principal or immediate supervisor shall be notified of the request for leave as far in advance as is reasonably possible. Such leave shall not be unreasonably denied.

18.04 Recognized Religious Holidays

Leave without loss of pay and not chargeable to sick leave shall be granted on request to a maximum of two (2) working days per school year to observe recognized religious holidays.

18.05 Unpaid Leave of Absence

- a) Unpaid leave of absence of up to two (2) years duration may be granted by the Superintendent of Human Resources or designate.
- b) A request for a leave of absence shall not be unreasonably denied.
- c) This does not preclude the Teacher from applying for a further leave. However, approval for such leave will be entirely at the discretion of the Employer.
- d) No combination of unpaid leaves shall exceed four (4) years.
- e) Application for leave of absence under 18.05 must be to the Superintendent of Human Resources with a copy to the Teacher's principal. Applications shall be submitted no later than February 28 for a leave which starts in September of that year or January of the next year.
- f) Response shall be before the end of March, or in the case of late submissions, within a month
- g) It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the Teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to participate in a pre-authorized debit plan. The Teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the Teacher's account on the 15th of each month. The Employer reserves the right to discontinue the participation in the Benefit Plans for any Teacher should any two payments be denied for reason of insufficient funds.
- h) Each Teacher granted an unpaid leave of absence shall enter into an individual contract with the Employer that:
 - i) represents a firm commitment to take the leave;
 - ii) commits the Teacher to return from leave on the agreed expiration date.
- i) Unless otherwise stated, during the leave no salary shall be paid and no experience accumulated for salary purposes.
- j) Teachers on an unpaid leave of absence are subject to being declared redundant as per the provisions of this Collective Agreement.
- k) The Superintendent of Human Resources shall retain the right to waive the timelines outlined in (d) and (e) of this Article.

- l) Unpaid leave of absence shall include, but is not limited to, Family Care Leave.

18.06 Fifth Disease

When a medically confirmed case of Fifth Disease in the school becomes known to the principal, the principal will notify all school employees forthwith.

If a pregnant employee is at risk, it is the employee's responsibility to visit their physician for immunity testing at the employee's cost as soon as possible. The employee may use a sick leave day for the visit to the employee's physician for the test.

During the waiting period pending receipt of the test results, the employee will immediately be reassigned out of their regular workplace to an alternate site.

As soon as it is available to the employee, the employee will forward the medical documentation to Human Resources immediately.

Employees with immunity to Fifth Disease will return to their regular work site. Employees without immunity will continue to be reassigned out of their regular work site until twenty (20) continuous days have elapsed since the last confirmed case of Fifth Disease at the employee's regular work site.

18.07 Family Medical Leave

Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.

ARTICLE 19 PREGNANCY AND PARENTAL LEAVE

19.01 Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act which may be amended from time to time.

19.02 A Teacher who has been in the employ of the Employer for at least thirteen (13) weeks and who will be absent to give birth shall, upon appropriate application, be granted an unpaid Pregnancy Leave of up to seventeen (17) weeks unless she chooses to resign or extend the Pregnancy Leave into a Parental Leave.

19.03 The Employer shall provide for Teachers on Pregnancy Leave and/or Parental Leave, a supplementary employment benefits plan providing for payment of 90% of salary for the two-week waiting period for E.I. benefits, provided that the two-week waiting period falls within the school year and during a period for which the Teacher would normally be paid. This plan shall be approved by Human Resources Development Canada.

19.04 The Board shall continue to pay its share of the premiums for insured benefits under Article 14 for Teachers during Pregnancy and Parental Leaves. Seniority, teaching

experience and sick leave credits shall continue to accumulate during Pregnancy and Parental Leaves.

19.05 Parental Leave

Parental Leave shall be granted to a Teacher who has worked for the Employer at least thirteen (13) weeks as follows:

- a) Parental Leave shall be for up to thirty-five (35) weeks if the Teacher has also taken a pregnancy leave or up to thirty-seven (37) weeks if the Teacher has not taken a pregnancy leave.
- b) The parental leave of a Teacher who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- c) All other parents may begin their parental leave no more than fifty-two (52) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- d) Where possible, the Teacher must give the Employer at least two (2) weeks written notice of the date the leave is to begin.
- e) A Teacher who wishes to end parental leave sooner than expected may do so if the Teacher gives the Employer at least four (4) weeks written notice before the desired date of return.
- f) It is understood and agreed that the Teacher will give the Employer notice of intent to adopt as soon as possible recognizing that it may be necessary for the Teacher to commence leave immediately when the child becomes available.

19.06 Employees are also eligible to top-up their E.I. benefits, up to a maximum of six (6) weeks, following the Supplemental Employment Benefits (SEB) Period deductible from their sick leave earnings bank if allowable by legislation, provided such Teacher has sufficient accumulated sick leave to her credit and the period falls within the school year and during a period for which the Teacher would normally be paid. To receive this supplement, an employee must supply the Human Resources Department with proof of receipt of pay from E.I. reflecting their weekly wage rate. The top-up pay will be the difference between the gross amount an employee receives from E.I. and their normal gross pay. Pay will not however exceed 100% of the employee's normal weekly earning.

It is understood that the maximum of six (6) week period for which top-up is provided, is inclusive of the seventeen (17) week pregnancy leave maximum provisions provided for under Federal legislation.

Employees who do not qualify for E.I. Payments, will be paid sick leave benefits up to a maximum of six (6) weeks (following a normal delivery/non-complicated childbirth) provided such Teacher has sufficient accumulated sick leave to her credit. To receive such pay the employee must provide a physician's note

verifying the actual date of birth to the Human Resources Department within six (6) weeks of the birth.

- 19.07 A Teacher who has taken pregnancy leave or parental leave shall be reinstated when the leave ends to the position most recently held with the Employer, if it still exists, or a comparable position, if it does not.
- 19.08 The relevant sections of the *Employment Standards Act* shall be available at each work site.

ARTICLE 20 INFANT CARE LEAVE

- 20.01 A Teacher, upon appropriate application, shall be granted an unpaid Infant Care Leave.
- a) Infant care leave shall commence immediately following the last day of Pregnancy or Parental Leave.
 - b) Arrangements for Infant Care Leave shall be made with the Superintendent of Human Resources or designate.
 - c) Teachers are encouraged to plan such leaves to end at a natural break in the school year so as not to disrupt the education of the pupils in these classes.
- 20.02 Leave granted under Article 20 shall not exceed three (3) years duration.
- 20.03 A Teacher shall give at least three (3) months notice (i.e. prior to the expected date of commencement of the leave) of the intent to ask for infant care leave. For adoption, a minimum of two (2) weeks notice shall be given. The Superintendent of Human Resources shall retain the right to waive the foregoing timelines.
- 20.04 The Teacher on Infant Care Leave must contact the Superintendent of Human Resources in writing, two (2) months, exclusive of July and August, before the expiry date of the leave in order to discuss placement of the Teacher on the Teacher's return to the job. Upon return to work, the Teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.
- 20.05 If the Teacher does not return to work at the expiration of the leave, the Teacher shall be considered to have resigned unless the child or Teacher is ill as certified by a medical practitioner.
- 20.06 It is understood that the leave is at no cost to the Employer. Subject to eligibility requirements as specified by the insurer, the Teacher may participate in any of the Group Benefits to which he/she belongs at the time of the leave provided that he/she pays the full annual premium. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to participate in a pre-authorized debit plan. The Teacher shall supply the Employer with a VOID cheque from his/her bank account. Deductions will be made from the Teacher's account on the 15th of each month. The Employer reserves the right to

discontinue the participation in the Benefit Plans for any Teacher should any two payments be denied for reason of insufficient funds.

- 20.07 The Employer will supply the Teacher, if requested at the time of application, a statement of salary and benefit adjustments calculated to commencement of the leave. Such statement shall include all amounts owing to the Teacher or due to the Employer and shall be provided one (1) month in advance of the leave.

ARTICLE 21 PATERNITY LEAVE

- 21.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a father to attend the birth of his child.

ARTICLE 22 ADOPTION LEAVE

- 22.01 Leave of absence up to a maximum of two (2) days without loss of pay will be granted to a parent or parents, to receive a child through adoption.

ARTICLE 23 RETURN FROM A LEAVE

- 23.01 Upon return from a leave of no more than two (2) years duration, a Teacher shall be returned to the school in which the Teacher was employed immediately prior to the commencement of the leave, subject to Article 28.

For any leave commencing after September 2005, in the event the Teacher returns from a leave of more than two (2) years duration, the Teacher shall be placed in a position, subject to Article 28, within fifty (50) kilometres of the school in which the Teacher was employed immediately prior to the commencement of the leave.

Where the Teacher held a position of responsibility, it shall be returned to the Teacher provided that it still exists.

- 23.02 Unless otherwise stated, upon return from a leave, a Teacher shall be placed on the salary schedule in accordance with the experience possessed at the time the leave began.

ARTICLE 24 EDUCATION IMPROVEMENT PLAN (EIP)

- 24.01 There shall be an Education Improvement Plan with funds allocated for leaves of absence with pay for purposes of training courses, lectures, or conferences.

Teachers are encouraged to consider School Improvement Plans and/or Teacher Annual Learning Plans when applying for these funds. The allotment of such monies to the respective applicants shall be determined by a System Selection

Committee composed of four (4) representatives of the Union and two (2) representatives of Administration.

24.02 Should any surplus monies remain in the fund following August 31, such monies shall be transferred to the following September 1.

24.03 The amount allocated to this fund will be \$120,000 annually.

ARTICLE 25 Teacher SELF-FUNDED LEAVE PLAN (X/Y PLANS)

25.01 The Teacher Self-Funded Leave Plan permits Teachers to take a one (1) year, self-funded leave, subject to Clause 24.03. During the y-year term (where “y” must be 3, 4 or 5, the Teacher shall agree to be paid by the Employer at x/y (where “x” must be less than “y”) of the salary normally paid under the applicable Collective Agreement, subject to the conditions outlined below.

The amount of the Current Compensation Amount deferred by the Teacher under the plan cannot exceed 33 1/3 % in any calendar year in accordance with the Income Tax Act.

The leave must be taken in the final year of the Plan.

25.02 Application

A written application shall be delivered to the Superintendent of Human Resources not later than January 31, in which is described the applicant's proposal with respect to a plan of salary holdback and timing of the leave of absence.

25.03 Approval or Denial

The right to approve or to deny any application shall rest solely with the Employer. Written advice of approval or the reason for denial shall be delivered to the applicant not later than April 1, following the date of application.

25.04 Definition

Entry into the plan shall be effective only on September 1, and the duration of a leave of absence under this plan shall be between September 1, to August 31 next.

25.05 Salary Holdback

During the teaching years of the plan the Teacher shall be paid a percentage of the salary and allowances to which the Teacher is otherwise entitled in accordance with the Collective Agreement. The salary shall be placed in an individual trust account in the name of the Teacher. Interest paid on the trust

account shall be the prime rate less 2% as established from time to time by the Employer's chartered bank. Any interest must be paid to the individual in the taxation year in which it is earned. Such interest is treated as income for the purpose of the Income Tax Act and shall be paid by December 31 in each year. A statement of each Teacher's account will be issued at the end of each school year.

25.06 Payment

- a) During the "x" years of the "x/y" plan, the Teacher shall receive "x/y" of his/her salary in each year as determined by the Collective Agreement in effect for that period.
- b) During the said leave of absence, the sum accumulated in the trust on behalf of the Teacher, shall be paid to the Teacher in the same manner as would the Teacher's salary, were the Teacher not on leave of absence.

25.07 Benefit Plans

- a) Throughout the years of the plan, Teacher benefits shall be maintained as per the applicable Collective Agreement. Employee Benefit Plans shall be maintained as if the Teacher were receiving 100% of salary but the Employer's share of normal contribution will be pro-rated in accordance with the salary paid.
- b) The year of absence does not represent a break in service so far as sick leave/retirement gratuity is concerned.
- c) There shall be neither accumulation nor utilization of sick leave credits during the year of absence.
- d) The Employer and Teacher shall comply with the regulations governing the Ontario Teachers' Pension Plan.

25.08 Termination

- a) A participant may withdraw from the originally agreed upon plan up to and including the 28th day of February preceding commencement of the leave of absence. Upon withdrawal, the sum accumulated in the trust, including any accrued interest shall be paid to the participant within sixty (60) days following delivery to the Superintendent of Human Resources of written notification of withdrawal.
- b) A declaration of redundancy shall be deemed to be written notice of withdrawal, delivered to the Superintendent of Human Resources on the effective date of the redundancy.

- c) In the case of the death of a participant prior to commencement of the leave of absence, the sum accumulated in the trust including accrued interest thereon, shall be paid to the estate of the participant within sixty (60) days following the date of death. In the case of the death of a participant during the leave of absence, the sum remaining in the trust, including accrued interest, shall be paid to the estate of the participant within sixty (60) days following the date of death.

25.09 Contract

Each participant shall execute a contract wherein are set out the terms and conditions of participation in the plan.

ARTICLE 26 RELEASE OF FEDERATION OFFICERS

26.01 In the event a member of the Local is elected or appointed to an office with the Provincial Executive of ETFO, the Employer agrees to give that person an indefinite leave of absence without pay.

26.02 a) Upon application by the Union a special leave will be granted for up to three (3) Teachers. Such leave will be granted for activities of the Local.

b) Each Teacher on special leave shall receive regular salary and benefits and experience for grid placement.

ETFO will reimburse the Board for the replacement Teachers at the rate of salary at Category A3, Step 0, and for the full benefits premiums for the Teacher being replaced.

c) Teachers returning from special leave shall notify the Employer by May 31.

26.03 a) Upon application by the Local, occasional release time shall be granted to Teachers to carry out Union activities at the local level.

b) The Union and/or the Local shall reimburse the Employer for occasional Teacher cost, if any.

c) No reimbursement is required when representation is required by the Employer for meetings.

ARTICLE 27 SENIORITY

27.01 Seniority shall be defined as total years under contract as an elementary Teacher with the Employer or its predecessors.

- 27.02 For the purpose of Lay-off and Recall, any ties among the fifteen percent (15%) of the junior Teachers as determined pursuant to clause 27.01 shall be broken using the criteria in the following order:
- a) other employment as an elementary Teacher in Ontario; and where that is equal
 - b) total employment as a Long Term Occasional Teacher in the elementary panel with the Employer or its predecessors since September 1, 1995; and where that is equal
 - c) employment as a secondary Teacher in Ontario; and where that is equal
 - d) lot conducted jointly by the Parties.
- 27.03 Seniority accumulation shall be rounded up to the nearest 1/10 year for experience accumulated as a Long Term Occasional Teacher.
- 27.04 On or before November 1, a seniority list shall be drawn up by the Employer and shall be posted in every school or place of employment and provided to the Union. The list shall include the seniority status of every Teacher covered by this Collective Agreement in decreasing order of seniority and the factors which determined the seniority status of every Teacher respectively, as determined and accumulated in accordance with the above provisions.
- 27.05 The seniority list shall be reviewed and amended at the written request of either party or as may be necessary from time to time when an additional Teacher is employed or the employment of a Teacher is terminated. Notice of such amendments made to the seniority list shall be posted in every school or place of employment and furnished to the Union as soon as practicable after they occur.
- 27.06 A principal or vice-principal who returns to the bargaining unit within two (2) years from assuming a position of principal or vice-principal shall retain the seniority held at the time of leaving the bargaining unit.

ARTICLE 28 LAY-OFF AND RECALL

28.01 Definitions

A “surplus Teacher” is a Teacher for whom no teaching position is available within the school or work site.

A “redundant Teacher” is a Teacher for whom no teaching position is available within the elementary panel of the Board and is subject to lay-off.

- 28.02 On or before May 1 each school year, the Employer shall issue a notice in writing to the Union as to whether the total number of Teachers employed exceeds the total number of Teachers required for the ensuing school year as determined by Article 12.01.
- 28.03 Whenever the Employer issues such a notice, and the total number of Teachers employed exceeds the total number required, then the notice given to the Union shall include the name of every Teacher who may be laid off.
- 28.04 Subject to program requirements, Teachers shall be declared redundant or declared surplus in reverse order of seniority. For clarity, redundancy or surplus may be full or partial.
- 28.05 When a position in a school is declared surplus, any Teacher may volunteer within three (3) working days, to be identified as the surplus Teacher. In the event that no Teacher volunteers, Teachers shall be declared surplus, subject to program requirements, in reverse order of seniority. For clarity, surplus may be full or partial.
- 28.06 On or before May 31, every Teacher who may be declared redundant shall be given written notice stating the effective date and the reasons therefore. Such notice shall be accompanied by a recall list in order of seniority and a copy of the Process for Placement of Redundant Teachers.
- 28.07 A Teacher who has been declared redundant shall retain, for a period of two (2) school years the following rights:
- a) the right to be recalled on the basis of seniority and to be assigned to a position for which the Teacher is qualified or can become qualified before the Teacher is required to return. It is incumbent upon the redundant Teacher to provide the Human Resources Department with accurate and up-to-date documentation of successful completion of course(s) required for qualifications, beyond those listed on the Ontario College of Teachers record card, for the purpose of recall.
 - b) The right to continue to participate in one or more of the benefit plans, provided the Teacher on recall list pays the total cost of such plans.
 - c) the right to access an electronic copy of all job postings.
- 28.08 A Teacher previously on full-time assignment who accepts recall into a part-time assignment shall retain the right of recall into a full-time assignment.
- 28.09 The Employer will notify the Teacher of recall opportunity by telephone and email through the Board's internal email system. An employee receiving a phone call and/or email in accordance with this Article will contact the Human Resources Department within forty-eight (48) hours of receipt of the notice of recall. If after forty-eight (48) hours the employee has not contacted the Human Resources

Department, the Teacher will be deemed to have refused the position in accordance with Article 28.10. It shall be the responsibility of the Teacher to advise both the Board and the Union of any change of address or contact information.

- 28.10 The Teacher shall have the right to refuse one position. The Board will attempt to place the Teacher in a position in the same geographical area as the Teacher was last teaching.
- 28.11 The process for recall of redundant Teachers as outlined in the *Letter of Understanding – Process for Placement of Redundant Teachers*, will be used as a guideline for administration of the recall process.
- 28.12 In the event that the instrumental music program in a school will be cancelled as a result of a Teacher being declared surplus and no other remaining Teacher in the school being qualified, the Board and Union will meet to review and may over-ride the provisions above to ensure program continuity.

ARTICLE 29 ACCESS TO FULL-TIME AND PART-TIME POSITIONS

- 29.01 Any part-time Teacher who changed from a full-time to a part-time assignment with the Employer and who wishes to return to a full-time position, within five (5) years, may exercise this option subject to Article 28. The Teacher will be treated as returning from leave according to Article 23. The Teacher shall notify the Superintendent, of Human Resources in writing on or before March 31.
- 29.02 Any part-time Teacher who requests a full-time teaching assignment for January 1 or September shall notify the Superintendent of Human Resources in writing on or before October 31 for an assignment commencing January 1. A part-time Teacher who requests a full time assignment for September will complete a Transfer/Change of Assignment Request Form on or before February 28. He/she shall be offered a vacant full-time position for which he/she is qualified or can become qualified prior to the commencement of the position before a Teacher being newly hired by the Employer.
- 29.03 A Teacher with a full-time assignment who, prior to March 31 requests a reduction in assignment commencing the following school year shall have the request granted, subject to the availability of suitable assignment within his or her current work site. Such reductions shall be increments of .2 of a full-time equivalency. Notwithstanding the above, reductions to other amounts may be accommodated at the current work sites or other work sites by mutual consent.

ARTICLE 30 TEMPORARY PRINCIPALS AND VICE-PRINCIPALS

30.01 The parties agree that a Teacher may be appointed to a position of temporary principal or temporary vice-principal for a period of up to one (1) school year. For the purpose of determining seniority, service in a temporary position shall be considered as continuous service within the bargaining unit.

For absences of twenty (20) school days or less, the Teacher who agrees to such a position shall be paid an allowance of \$50 for each full day of replacement. For absences of twenty-one (21) school days or more, the Teacher who agrees to such a position shall be paid according to applicable minimum salary that applies for principals and vice-principals.

30.02 Any Teacher acting as a temporary principal or vice-principal shall not discipline any other Teacher.

ARTICLE 31 GRIEVANCE PROCEDURE

31.01 Definition

- a) A "grievance" is defined as any matter arising from the interpretation, application, administration, or alleged violation of this Collective Agreement, including any question as to whether or not a matter is arbitrable.
- b) "days" shall mean regular work days unless otherwise indicated.

31.02 A Teacher shall have the right to have present a representative from the Union to assist the Teacher at any stage in this grievance procedure.

31.03 Procedure

Informal Stage

Any dispute to be recognized as a grievance must first be brought to the attention of the principal or immediate supervisor within twenty (20) days of the time when the Teacher should reasonably be expected to be aware of the relevant facts. The grievor, with or without Union representation, shall discuss the matter with the principal or immediate supervisor in an attempt to resolve the matter informally. The principal or immediate supervisor shall give a decision in writing (with a copy to the Union) within ten(10) days of the date that the matter was brought to the principal's or immediate supervisor's attention.

Formal Stage

Step One

If the decision of the principal or immediate supervisor is not acceptable to the Teacher, the Teacher may file a formal grievance, in writing, within ten (10) days of receipt of the decision from the principal or immediate supervisor to the Superintendent of Human Resources, or designate.

The written grievance shall contain:

- i) a description of how the alleged dispute is in violation of the Collective Agreement; AND
- ii) a statement of the facts to support the grievance; AND
- iii) the relief sought; AND
- iv) the signature of the duly authorized official of the Local and the Teacher concerned.

The Superintendent of Human Resources, or designate, shall reply in writing within ten (10) days of receipt of the grievance.

Step Two

If no settlement is reached at Step One, the Local may, within ten (10) days of receipt of the written reply of the Superintendent of Human Resources, refer the matter to the Employer's Grievance Committee. The Employer's Grievance Committee shall meet with the Local's Grievance Committee within ten (10) days of receipt of the written request of the Local to discuss and endeavour to solve the problem.

The Employer's Grievance Committee shall answer the grievance, in writing within ten (10) days of the meeting.

- 31.04 If the reply of the Employer's Grievance Committee is unacceptable to the Local, it may, within ten (10) days of receiving the written reply of the Employer, apply for arbitration.

Failure to proceed with notice for arbitration within the ten (10) days will result in forfeiture of rights to the grievance procedure.

- 31.05 A policy grievance is a dispute arising out of the application, administration, interpretation or alleged violation of the Collective Agreement. Both the Local and the Employer have the right to file a policy grievance. A group grievance is a grievance on behalf of two (2) or more Teachers who are similarly affected as a result of an alleged violation of the Collective Agreement.

Policy or group grievances must be filed within twenty (20) days of the event which gave rise to the grievance, or within twenty (20) days of the time when the party should reasonably be expected to be aware of the relevant facts. If filed by the Local, the grievance shall be filed at Step One: Formal Stage. If filed by the Employer, the grievance shall be filed with the President of the Local who shall replace the Superintendent of Human Resources in the Formal Stage of the Grievance Procedure.

- 31.06 Arbitration

The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation to arbitration. The notice shall contain the name of the first party's appointee to an Arbitration Board. The recipient of the notice shall, within ten (10) days, inform the other party either that it accepts the other party's appointee as a single Arbitrator or inform the other party of the name of its appointee to the Arbitration Board. Where two (2) appointees are so selected, they shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the chair. If the recipient of the notice fails to appoint an Arbitrator or if the two appointees fail to agree upon a Chair within five (5) days, the appointment shall be made by the Minister of Labour upon the request of either party.

The Arbitration Board shall hear pertinent representation by the parties and/or representatives and determine the difference or allegation and shall issue a decision. The decision shall be final and binding upon the parties and upon any Teacher or employer affected by it. The decision of a majority is the decision of the Arbitration Board, but, if there is not a majority, the decision of the Chair governs.

The single Arbitrator or Board of Arbitration shall not, by its decision, add to, delete from, modify, or otherwise amend the provisions of the Collective Agreement.

The single Arbitrator or Board of Arbitration shall have the power to relieve against time lines, modify penalties, including discharge and disciplinary penalties, and make whatever decision it considers just and equitable in the circumstances.

- 31.07 Time restrictions may be extended if mutually agreed upon in writing. The failure of one (1) party to comply with the time allowances or any agreed upon extensions shall result in the grievance being moved to the next Step of the Grievance Procedure.
- 31.08 There shall be no reprisals of any kind taken against any member because of participation in the grievance or arbitration procedure under this Collective Agreement.
- 31.09 Should the processing or investigation of a grievance require that a grievor or the Local representative be released from regular duties, they shall be released from regular duties without loss of salary or benefits providing such absence is requested in advance to the Superintendent of Human Resources or designate.
- 31.10 Both parties agree to pay one-half (1/2) of the fees and expenses of the single arbitrator or the fees and expenses of the parties respective appointees and one-half (1/2) of the fees and expenses of the chair of the Arbitration Board.
- 31.11 Where a Teacher has received a termination notice, the Teacher may file a grievance at Step 1 within ten (10) school days of written notice of termination.

31.12 Nothing in this Article precludes the parties from mutually agreeing to grievance mediation during any stage of the grievance procedure. The agreement shall be made in writing and stipulate the name of the person and the time line for grievance mediation to occur.

31.13 Grievance Mediation

The parties may agree to use a grievance mediator in order to attempt to resolve issues that have been through the grievance procedure and prior to arbitration.

The cost of the mediator will be shared between the Employer and the Union on a fifty-fifty (50/50) basis.

ARTICLE 32 STRIKE OR LOCKOUT

32.01 The Employer agrees that there shall be no lockout of Teachers and the Union agrees that there shall be no strike during the term of this agreement. Lockout and strike shall be as defined in the Labour Relations Act.

32.02 In the event of a strike by other employees, representatives of the Employer will meet with representatives of the Union prior to the strike to discuss the impact of the strike on the Union's membership.

ARTICLE 33 UNION REPRESENTATIVES

33.01 The Union shall notify the Employer in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent Teachers in a particular school or workplace on behalf of the Union (Workplace Steward).

33.02 The Employer shall provide the Workplace Steward access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

33.03 Subject to the prior arrangement with the Principal, the Union shall have access to its members, including Workplace Stewards, provided that this does not interrupt the instructional program.

33.04 a) When the Employer requires Union representation on any committee, the Union shall appoint its representative(s).

b) When the Employer requires Teacher participation on any committee, the Board will advise the Union in writing of the members on the committee.

ARTICLE 34 PART-TIME ASSIGNMENTS

34.01 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.

34.02 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.

34.03 Sick Leave

Sick leave days pursuant to Article 16 shall be pro-rated and the total credit shall be given at the beginning of the school year or assignment.

34.04 Benefits

A Teacher on part-time assignment shall, subject to eligibility requirements as specified by the Employer's insurers, be allowed to participate in Benefit Plans, but the Board's share of premium costs shall be pro-rated.

34.05 Experience Credit (Grid)

A Teacher on part-time assignment shall receive credit for teaching experience on a pro-rated basis.

34.06 Seniority

For purposes of seniority, a Teacher on part-time assignment shall be deemed to be on full-time assignment.

34.07 Preparation Time

A Teacher on part-time assignment shall be assigned preparation time on a pro-rated basis and receive it within the scheduled working day.

ARTICLE 35 Teacher PERFORMANCE APPRAISAL

35.01 Performance Appraisal applies to all members of the Union except Occasional Teachers.

35.02 The Board will continue to consult with the Union with respect to any amendments or changes to the Board's policies and procedures regarding Teacher performance appraisals.

- 35.03 When a Teacher receives a performance appraisal which was rated unsatisfactory the Employer shall forward a copy of the report to the Union President provided that the Teacher has authorized the Employer, in writing, to forward such report.
- 35.04 Teachers shall not conduct the performance appraisal of another Teacher.
- 35.05 A Teacher has the right to file a grievance with respect to their performance appraisal report, which may lead to termination up to the last day of the school year in which the performance appraisal cycle is completed.

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Use of Employer’s Premises

The Employer agrees to be cooperative with Elementary Teachers’ Federation of Ontario about carrying out Union business on the Employer’s premises provided that no costs are incurred by the Employer. Request for use of the Employer’s premises shall be made to the Superintendent of Human Resources or designate.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers’ Federation of
Ontario, Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Process for Recall of Redundant Teachers

The parties agree that the following process will be affixed to the collective agreement:

Notwithstanding the process outlined below, the process for recall of redundant Teachers will be reviewed annually with the Union to define the process for the upcoming year.

A copy of the process will be provided to all Teachers with the written notice of being declared redundant, in accordance with 28.06.

Subsequent to the posting process in Article 6.03(e), a vacancy which has been identified at a school will be filled as follows:

1. The Board will first look at the qualifications of the most senior Teacher on the recall list. If these qualifications fit the vacancy the position will be offered to the Teacher.
2. If the vacancy does not match the qualifications of the most senior Teacher on the recall list, the Board will review the qualifications of other staff at the school, where the vacancy exists. If a reassignment of a Teacher on staff within the school results in a suitable position for the most senior Teacher on the recall list, such Teacher will be reassigned and the most senior Teacher on the recall list will be recalled into the resulting vacant position. It is understood and agreed that no reassignment will occur after July 15 under this Article.
3. The attempt to reorganize to create a suitable opening, as detailed in (2) above, is limited to the school where the original vacancy exists, and to specialized positions such as French, Special Education, Library, Guidance. This is not intended to impose reorganization within the school based on divisional job requirements.
4. If a reassignment at the school is not possible, the Board will recall the first person on the recall list, in seniority order, who is qualified to fill the vacancy.

5. Vacancies which exist outside of the divisional qualifications of the most senior full-time Teacher on the recall list, will be offered to the Teacher. Refusals to offers outside of the Teacher's divisional qualifications will not be counted against the Teacher's right to recall, as set out in Article 28.11.

6. Part-time Teachers on Recall List:

Notwithstanding items numbered 1-5 above, part time Teachers on recall will be subject to qualifiers.

- a) Part-time Teachers must notify the Board of a range of FTE no greater than their current FTE at the time of redundancy which they are willing to accept for recall.
- b) Offers for recall will only be made within the Teacher's desired range and Teachers will not be contacted for any other offer.
- c) Refusals to offers within this range will be counted against the Teacher's right to recall, as set out in Article 28.10.
- d) Teachers will be allowed to revise their desired range requests on a monthly basis.
- e) Vacancies which exist outside of the divisional qualifications of the most senior part-time Teacher on the recall list, will be offered to the Teacher once. Refusals will not be counted against the Teacher's right to recall, as set out in Article 28.10. Any subsequent offers will only be made for vacancies within the Teacher's desired range and within their divisional qualifications.

7. Notwithstanding the above, Teachers who are on recall who held term positions or a position in accordance with Article 11.09, will be recalled to such positions following the exhaustion of the posting process.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers' Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

And

The Elementary Teachers’ Federation of Ontario (The “Union”)

Staff Placement Due to School Accommodation Change

Whereas the Kawartha Pine Ridge District School Board and the Teacher Bargaining Unit recognize that the number and distribution of schools may vary over time, and

Whereas an existing Protocol on Staff Placement Due to School Closure or Enrolment Decline Resulting from a New School Opening for Elementary Teachers that needs to be updated.

The parties agree to meet and establish a revised protocol to be used in the event of school redistribution that shall include provisions and procedures for staff re-allocation due to new elementary school opening, elementary school closure and/or exceptional elementary school redistribution.

A joint committee shall be established consisting of three (3) representatives of the Employer and three (3) members of ETFO.

The recommendation of the Committee flowing from this Letter of Understanding shall form the basis of a revised protocol.

The Committee shall prepare its recommendations by November 30, 2009 and the current protocol shall be followed until that time.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Establishment of Criteria for Determining The Creation of IEP’s for Students not Formally Identified through IPRC

The parties agree to a joint committee consisting of three (3) representatives of the Employer and three (3) members of ETFO to discuss and provide input into the establishment of criteria to be utilized by schools for determining the creation of IEP’s for Students not formally identified through IPRC.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Specialist Teachers Working Group

The parties agree to establish a joint committee to explore models and develop opportunities to enhance programming through the use of specialty Teachers.

Models that may require the combining of classes and as a result create preparation time, will require the agreement of the Board and the Bargaining Unit

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Professional Activity Day

For the 2008-2009 school year, the equivalent of one (1) day designated as a Professional Activity Day shall be dedicated to Teacher preparation only.

For the 2009-2010 school year, but not thereafter, in addition to the one (1) professional activity day designated for the purpose of assessment and completion of report cards, the equivalent of one (1) day designated as a Professional Activity Day shall be dedicated to Teacher preparation only.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers’ Federation of
Ontario, Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

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 Principal and Vice Principal FTEs funded; and
- b) projects under spending 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 under spending 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 2010-2011 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Grades 7 and 8 Student Success Teachers and Literacy & Numeracy Coaches

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 2012-2013 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.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Grade 4 - 8 Class Size Reduction

In accordance with the PDT Agreement dated February 12, 2009, the board will reduce the Grade 4 - 8 average class size as follows;

		which will result in an average Gr. 4-8 class size of
2009 - 2010	by 0.1 over the 2008 - 09 Grade 4 - 8 average class size	25.1
2010 - 2011	by 0.2 over the 2008 - 09 Grade 4 - 8 average class size	25
2011 - 2012	by 0.3 over the 2008 - 09 Grade 4 - 8 average class size	24.9
Aug. 31, 2012	by 0.5 over the 2008 - 09 Grade 4 - 8 average class size	24.7

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

LETTER OF UNDERSTANDING

Between

The Kawartha Pine Ridge District School Board (The “Board”)

and

The Elementary Teachers’ Federation of Ontario (The “Union”)

Professional Development

The parties agree that the District Staffing Committee will meet to discuss and consult on a model for professional learning opportunities that are funded through the Professional Learning Enhancement as articulated in the PDT Agreement.

The parties agree that the enhanced funding provided pursuant to the PDTA for alternative professional development shall be used to provide release time for Teachers for professional development using occasional Teachers, subject to availability.

The parties further agree that the release time for Teachers will be used for both Board and school based professional development.

Dated at Peterborough, Ontario, this 4th day of May, 2009

Kawartha Pine Ridge District School
Board

Elementary Teachers’ Federation of Ontario,
Kawartha Pine Ridge Local

COLLECTIVE AGREEMENT

This Collective Agreement is made this

4th day of May, 2009

between

**ELEMENTARY TeacherS FEDERATION OF ONTARIO
Kawartha Pine Ridge Local**

and

THE KAWARTHA PINE RIDGE DISTRICT SCHOOL BOARD

Chairperson of the Board

President, Elementary Teachers'
Federation of Ontario, Kawartha Pine Ridge
Teachers' Local

Director of Education

ETFO Executive Assistant

(Former Peterborough County Board of Education)

ARTICLE 10 SICK LEAVE/RETIREMENT CREDIT INCENTIVE PLAN

10.01 A sick leave/retirement credit incentive plan shall be provided for --

- a) all full-time permanent Teachers;
- b) part-time Teachers who qualify under 10.01(a) and 10.02 but who for reasons acceptable to the Director of Education have taught continuously for this Employer for less than full time in the last few years.

10.02 Any Teacher who qualifies under part 10.01 who retires during the life of this agreement and submits proof that he/she has been superannuated from the profession is entitled to receive a credit incentive if he/she has a minimum of 10 continuous and consecutive years of full time services as a Teacher with this Employer or its predecessors.

10.03 An eligible full time Teacher Clause 10.01(a) shall receive a credit incentive (CI) as calculated according to the following scale based on the total years of service in the profession for which the Teacher has been given credit in the salary records of this Employer:

10 years	CI = 25 percent 200	x S x <u>N</u>
11 years	CI = 27½ percent 200	x S x <u>N</u>
12 years	CI = 30 percent 200	x S x <u>N</u>
etc.		
19 years	CI = 47½ percent 200	x S x <u>N</u>
20 or more years	CI = 50 percent 200	x S x <u>N</u>

Where **S** = annual salary as calculated for the last full year of employment, and
N = number of days accumulated for sick leave purposes to a maximum of 200.

In the case of the Teacher who has been teaching less than full time in his/her last few years [10.01(b)] the credit incentive shall be calculated on the salary arrived at as follows: the percentage of time worked times the salary of the individual for each year for as many years as it takes to make a full year of employment, e.g., if a Teacher works 50 percent of full time for the last year and retires in June 1993, the salary for the purpose of credit incentive would be calculated as follows:

Salary	Total Salary	Salary for Calculation of Credit Incentive
2004-2005 Full-Time	\$55,000	\$27,500
2003-2004 Half-Time	29000	29000
		<u>\$56,500</u>

Credit

Incentive - insert the salary arrived at here in the formula provided above.

In any event the credit incentive shall not exceed one-half of one year's earnings.

It is understood that any interruption of service due to leaves granted by the Board does not adversely affect the consecutive nature of a Teacher's service.

- 10.04 An unpaid leave of absence granted by the Employer which results in a person not teaching for a recognized Board of Education shall not be considered as experience for credit in the plan, but neither shall it be considered a break in the employee's service.
- 10.05 Teachers who are discharged or who voluntarily leave the service of the Employer but do not retire from the profession shall receive no remuneration for accumulated sick leave.
- 10.06 An application for credit incentive must be submitted in writing to the Superintendent, Human Resource Services four (4) months prior to the payout date as outlined in 10.09. If application is received less than four (4) months prior to the payout date as outlined in 10.09, the Board reserves the right to pay the retirement incentive at the next payout date.
- 10.07 The credit incentive for an eligible Teacher who dies in service shall be paid to his/her estate.
- 10.08 Teachers on staff previous to January 1, 1969, shall receive the greater benefit of this plan, or the plan of the predecessor Board of Education.
- 10.09 A Teacher who is eligible for a credit incentive shall have the following options regarding payment --
- a) total amount in August of year retiring, or the following March,
 - b) 1/2 in August, 1/2 the following March,
 - c) 1/4 in August, 3/4 the following March.

The Teacher shall make the choice of method of payment upon application as in item 10.06.

(Former Northumberland-Clarington Board of Education)**ARTICLE XIV – CUMULATIVE SICK LEAVE AND RETIREMENT GRATUITY**

- 14.01 (a) The Board will place to the credit of each Teacher at the end of each school year the full unused portion of the Teacher's annual statutory sick leave to a cumulative total of three hundred (300) days for purpose of sick leave.
- (b) For purposes of retirement gratuity, the Board will place to the credit of each Teacher at the end of each school year the full unused portion of the Teacher's annual statutory sick leave to a cumulative total of three hundred (300) days.

Note:

1. Any withdrawal from cumulative sick leave will be accompanied by an equivalent withdrawal from retirement gratuity credits. If a Teacher has accumulated the maximum cumulative total for sick leave credits (300 days) and retirement gratuity credits (300 days) by the end of the school year, then any withdrawal in sick leave credits or retirement gratuity credits in the next school year shall be deducted from the twenty (20) statutory sick leave days for both sick leave and retirement gratuity purposes before any deduction is made from the maximum cumulative totals of the sick leave credits and retirement gratuity credits.
 2. If a Teacher's accumulated retirement gratuity credit is represented by X (days), then for purposes of calculating the Teacher's retirement gratuity, X will be the lesser of the Teacher's total retirement gratuity credit or two hundred (200).
- 14.02 An application for credit incentive must be submitted in writing to the Superintendent, Human Resource Services four (4) months prior to the payout date as outlined in 14.05. If application is received less than four (4) months prior to the payout date as outlined in 14.05, the Board reserves the right to pay the retirement incentive at the next payout date.
- 14.03 The Board will pay a retirement gratuity to each Teacher with ten (10) or more consecutive years of service with the Board immediately prior to retirement and who has accumulated retirement gratuity credits, according to the following scale:
- | | |
|---------------------------------|---|
| ten (10) consecutive years | – twenty-five percent (25%) of x (in days) |
| eleven (11) consecutive years | – twenty-seven and one half percent (27.5%)
of x (in days) |
| twelve (12) consecutive years | – thirty percent (30%) of x (in days) |
| thirteen (13) consecutive years | – thirty-two and one half percent (32.5%) of x
(in days) |

etc.

nineteen (19) consecutive years—forty-seven and one half percent (47.5%) of x (in days)

twenty (20) consecutive years – fifty percent (50%) of x (in days)

- 14.04 (a) The amount of gratuity will be calculated by dividing the product of the number of days obtained from the scale as set out in Article 14.02 and the final year's salary by two hundred (200).
- (b) Notwithstanding Article 14.03 (a) above, where a full-time Teacher elects to change the Teacher's status from full-time to part-time for the Teacher's final year of employment with the Board prior to retirement, the final year's salary will be deemed to be at the full-time rate for the purpose of calculating the retirement gratuity.

14.05 A Teacher who is eligible for a credit incentive shall have the following options regarding payment.

- a) total amount in August of year retiring, or the following March,
- b) 1/2 in August, 1/2 the following March,
- c) 1/4 in August, 3/4 the following March.

The Teacher shall make the choice of method of payment upon application as in item 14.02.

14.06 Should a Teacher die in service, the Board will pay to the Teacher's estate the full retirement gratuity to which the Teacher would have been entitled (if any) on the date of the Teacher's death.

14.07 For purposes of this article, a retired Teacher shall mean a Teacher who has left the employ of the Board, is entitled to pension under the provisions of the Teacher's Superannuation Act, and who actually commences to draw such pension. (It is not the intention of the Board to declare as ineligible those Teachers who may wish to offer their services as occasional supply staff following retirement.)

14.08 Notwithstanding Article 14.05, at the Teacher's request, the Board will make a payment from the Teacher's retirement gratuity directly to the Teachers' Pension Plan Board for a buy-back of past service. Within three (3) months prior to retirement, the Teacher must submit a letter of verification of eligibility for pension and buy-back privileges from the Teachers' Pension Plan Board and a written request to the Superintendent of Human Resources for the advance payment.

The amount of the retirement gratuity payable after the Teacher's retirement shall be the residual amount of the Retirement Gratuity minus interest on the advance payment calculated at a rate equal to the Board borrowing rate plus one percent (1%).

14.09 Any Teacher whose appointment becomes effective after 1 September 1980, will be limited to a maximum retirement gratuity of \$8000.00.