

**AGREEMENT**

**Between**

**THE ELEMENTARY TEACHERS'  
FEDERATION OF ONTARIO  
(hereinafter called the "ETFO")**

**and**

**THE DISTRICT SCHOOL BOARD  
OF NIAGARA  
(hereinafter called the "Board")**

**September 1, 2004 - August 31, 2008**

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**ARTICLE 1      PREAMBLE**

- 1.01 It is the intent and purpose of the parties to this Agreement (hereinafter referred to as the “Agreement”) :
- (a) To set forth reasonable and fair terms and conditions of employment and other related provisions together with salaries, allowances and related benefits to provide for the equitable settlement of all matters in dispute arising out of the interpretation of this Agreement.
  - (b) To maintain and improve harmonious relations between the Board and the Bargaining Unit.
  - (c) To recognize the mutual value of joint discussion and negotiations in all matters pertaining to working conditions, employment, services, etc.
  - (d) To encourage best practices that ensure the delivery of effective public education.

## **ARTICLE 2 RECOGNITION**

- 2.01 The District School Board of Niagara, hereinafter referred to as the “Board”, recognizes the Elementary Teachers’ Federation of Ontario, hereinafter referred to as the “Union”, as the exclusive bargaining agent of all Teachers, other than Occasional Teachers, who are assigned to one or more elementary schools or who perform duties in respect of such schools all or most of the time. “Teacher” bears the same meaning as “Part X.1 teacher” as defined in the *Education Act*, as amended. For clarification, a person, once appointed as a principal or vice-principal, is excluded from the bargaining unit even if such principal or vice-principal is reassigned from time to time to perform duties in Board office(s).
- 2.02 The Board recognizes ETFO Niagara, hereinafter referred to as the “Local”, as the Local authorized by the Elementary Teachers’ Federation of Ontario to negotiate on their behalf.
- 2.03 Each party recognizes the right of the other party to authorize any other advisor, agent, counsel, solicitor or duly appointed representative to assist, advise, or represent it in all matters pertaining to the negotiation of this Agreement.
- 2.04 The Local shall advise the Board, in writing, of the names of its Executive and of the Workplace Stewards for each worksite.

2.05 All correspondence between the parties arising out of this collective agreement shall pass to and from the Director of Education or designate and to or from the President of the Local or designate.

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

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

3.02 The dues paid to the Union 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 Board shall, where available, provide the information in electronic form.

3.03 At the request of the Local in writing, the Board shall annually deduct a one-time Local assessment as directed by ETFO, Niagara membership. Such assessment shall be remitted to the Local.

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

### **ARTICLE 4 DURATION AND RENEWAL**

4.01 This Agreement shall be in effect from September 1, 2004 and shall continue in force up to and including August 31, 2008 and shall continue automatically thereafter for annual periods of one (1) year unless either party notifies the other, in writing, within ninety (90) days prior to the expiration date, that it desires to negotiate with a view to renewal, with or without modifications, of this Agreement, in accordance with the *Ontario Labour Relations Act*.

4.02 The parties shall meet within fifteen (15) days from the date of notice pursuant to Article 4.01, or within such further period as the parties agree upon.

- 4.03 No changes can be made to this Agreement without the mutual written consent of the parties.
- 4.04 Notwithstanding 4.01 above, the parties, by mutual agreement, may commence negotiations for a renewal of the collective agreement prior to the ninety (90) day notice period.
- 4.05 There shall be no strike or lock-out during the term of this Agreement. The terms “strike” and “lock-out” shall be as defined in the *Ontario Labour Relations Act*.

## **ARTICLE 5 EMPLOYER’S RIGHTS**

- 5.01 The Union and the Local recognize that, within the limitations and qualifications contained in this Agreement, the Board has the sole and exclusive right to exercise duties and powers granted to it under the *Education Act*, as amended, and related statutes.
- 5.02 The District School Board of Niagara undertakes not to change any existing policy or implement any new policy affecting the terms of employment and working conditions of members of the bargaining unit without prior consultation with the Local.
- The Board shall advise the Local, in writing, of any addition or change to existing policies or procedures approved by the Board of Trustees.

## **ARTICLE 6 PROBATIONARY PERIOD**

- 6.01 (a) A newly hired teacher shall be placed on a probationary period of one (1) year or ten (10) months of actual full-time teaching (excluding July and August) or such lesser period as may be determined by the Board.
- (b) A newly hired teacher with less than a full-time teaching assignment shall be placed on a probationary period of two (2) years or twenty (20) months (excluding July and August) or such lesser period as may be determined by the Board.

## **ARTICLE 7 RESIGNATION OR RETIREMENT**

- 7.01 (a) A teacher shall provide written notice by November 30, of the intention to

terminate employment effective December 31, and by May 31 of the intention to terminate employment effective June 30 or August 31.

- (b) Teachers in their last year of service prior to retirement may resign at any time provided written notice is given to the Board at least sixty (60) calendar days prior to retirement.

7.02 Nothing herein prevents a teacher and the Board from mutually agreeing to the teacher's resignation at any time.

## **ARTICLE 8            TEMPORARY ASSIGNMENTS / TEACHERS-IN-CHARGE**

- 8.01            (a)    The parties agree that a teacher who is a member of the Local may volunteer to be temporarily assigned to a school administrative position for a period not to exceed one (1) school year less one (1) day.
- (b)    During the period of temporary assignment, the temporary assignment teacher, in accordance with Article 3.01, shall :
- i)            continue to be a member of the Union and continue to pay Union dues,
  - ii)           not be required to discipline or evaluate another teacher,
  - iii)          continue to accumulate seniority, and
  - iv)          continue to be subject to all the terms and conditions of this Collective Agreement.

### **Temporary Principals and Vice-Principals (Long-Term)**

8.02            A member of the Local may be assigned as Temporary Principal or Temporary Vice-Principal during the long term absence of a school administrator. The Temporary Principal or Temporary Vice-Principal, during the period of the assignment, shall be responsible for the full duties of the administrator being replaced, save and except for the discipline or evaluation of bargaining unit members as outlined in 8.01 (b).

8.03            Effective September 1, 2005 :

- (a)    The Temporary Principal shall receive a per annum allowance equivalent to the difference between A4, maximum years of experience as set out in

Article 20 of this Agreement and Year 0 for Elementary Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Principal.

- (b) The Temporary Vice-Principal shall receive a per annum allowance equivalent to the difference between A4, maximum years of experience as set out in Article 20 of this Agreement and Year 0 for Elementary Vice-Principal, as set out in the Statement of Terms and Conditions of Employment for Principals/Vice- Principals, based on the number of days in the position of Temporary Vice-Principal.

8.04 Where a member of the Local is assigned to a position of Temporary Principal or Temporary Vice-Principal, an occasional teacher shall be engaged to cover the teacher's assignment.

**Teachers-In-Charge (Short-Term)**

8.05 (a) During the absence of the entire school administration, a teacher may be assigned as Teacher-In-Charge.

- (b) The Teacher-In-Charge shall be responsible for the operation of the school and the discipline, safety and well-being of students.

8.06 (a) A Teacher-In-Charge shall be compensated on the following basis :

Effective September 1, 2002

- i) \$12.50 per half day of assignment
- ii) \$25.00 per full day of assignment

- (b) Effective September 1, 2003

- i) \$13.00 per half day of assignment
- ii) \$26.00 per full day of assignment

- (c) Notwithstanding the above, on the fifteenth (15th) consecutive day, the Teacher-In-Charge shall be paid at the minimum daily rate of the administrator being replaced.

8.07 Where a classroom teacher is assigned to a position in accordance with Article 8.05 above, an Occasional Teacher shall be engaged on the second (2nd) day to cover the classroom teacher's instructional classes when the temporary assignment is longer than one (1) consecutive day.

## **ARTICLE 9 DISCIPLINE AND DISCHARGE**

- 9.01 No teacher shall be demoted, suspended, discharged or disciplined without just and sufficient cause. Such cause shall be provided to the teacher in writing within five (5) calendar days from the time the teacher is informed of any such action. There shall be a meeting held between the teacher and the Board representative to discuss the matter. The teacher shall have the right to have a representative of the Union present.
- 9.02 All teachers covered by this Agreement shall as a condition of employment remain members of the Ontario College of Teachers.

## **ARTICLE 10 GRIEVANCE PROCEDURE**

- 10.01 (a) It is the mutual desire of the parties that a complaint of the Union, shall be adjusted as promptly as possible and at the lowest administrative level possible.
- (b) If the complaint cannot be resolved informally by consultation, the grievance procedure set out herein shall constitute the formal procedure to settle the grievance.
- 10.02 A grievance shall be determined as any difference involving the interpretation, application, administration, or alleged violation of any term, provision, or condition of this Collective Agreement including any question as to whether a matter is arbitrable.
- 10.03 Failure by either party lodging the grievance to proceed to the next step of the grievance procedure within the stated time limit shall result in the grievance being deemed to be settled in accordance with the decision rendered at the previous step. All decisions rendered in Steps 1, 2 and 3 shall specify the facts and reasons upon which the decision is based.
- 10.04 Failure of the party against whom the grievance is lodged to respond within the specified time limits shall entitle the grievor to proceed to the next step.
- 10.05 The time limits fixed in this grievance procedure and one or more of the

steps in the grievance procedure may be omitted or extended by the written consent of the Parties, in respect to the processing of a particular grievance.

10.06 All grievances shall be submitted in writing within the timelines specified and shall specify the facts and the section or sections claimed to be violated or relied upon. The written grievance shall contain :

- (a) a description of how the alleged dispute is in violation of the Agreement; and
- (b) a statement of the facts to support the grievance; and
- (c) the relief sought; and
- (d) the signatures of the duly authorized officials of the Local and the teacher(s) concerned.

10.07 Either party may use alternates in lieu of the persons designated in the procedure.

10.08 The Parties recognize that each party may elect to be represented by counsel or representative(s) of their respective organizations at any stage of the grievance/arbitration procedure.

10.09 At any stage of the grievance procedure, including Arbitration, the conferring parties may have the assistance of the employee(s) concerned and any necessary witnesses.

10.10 There shall be no reprisals of any kind taken against any teacher because of participation in the grievance or arbitration procedure under this Agreement.

### **STEP 1**

10.11 Grievances must be submitted in writing to the appropriate Superintendent or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance a meeting will be held

with the Union and the Superintendent or designate. The Superintendent or designate shall respond in writing within ten (10) school days of the meeting.

## **STEP 2**

- 10.12 If no settlement is reached, the grievance shall be filed in writing to the Director of Education within ten (10) school days from the response from the Superintendent or designate. Within ten (10) school days of receipt of the grievance a meeting will be held with the Director of Education or designate. A written response will be provided to the Local from the Director of Education or designate within five (5) school days of the meeting.

## **STEP 3**

- 10.13 If no settlement is reached, the Local may submit the grievance to arbitration within ten (10) school days of receipt of the response.
- 10.14 The party desiring arbitration shall notify the other party in writing of its desire to submit the difference or allegation. The notice shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of its appointee to an Arbitration Board. Where two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if two appointees fail to agree upon a Chair within ten (10) school days, the appointment shall be made by the Minister of Labour upon the request of either party.
- 10.15 Upon the mutual consent of the Parties, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the Parties, or, if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.
- 10.16 The decision of the Arbitrator or Board of Arbitration shall be final and binding upon the Parties and upon any employee or employees affected by it.
- 10.17 Both parties agree to pay one-half (½) of the fees and expenses of the single Arbitrator or the fees and expenses of the Parties respective appointees and one-half (½) of the fees and expenses of the Chair of the Arbitration Board.
- 10.18 Where the teacher has been discharged for cause, the teacher may file a

grievance at Step 2 within ten (10) school days of written notice of termination.

- 10.19 The Union and the Board shall have the right to file a policy grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this collective agreement. A policy grievance shall be presented at Step 2 to the Union or Director of Education.
- 10.20 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 time line for grievance mediation to occur.
- 10.21 Prior to the arbitration, the parties may agree to a final and binding settlement of the grievance which varies the disciplinary action and reinstates the teacher on such terms they think fit and which they consider to be just and equitable.
- 10.22 In the final and binding settlement of a grievance arising from a disciplinary action, an Arbitrator or Board of Arbitration may vary the disciplinary action and reinstate the teacher on such terms they think fit and which they consider to be just and equitable. Notwithstanding the foregoing, the Board retains the right to assign any teacher so reinstated to an equivalent position in a location other than the one in which the incident(s) occurred.

## **ARTICLE 11 QUALIFICATIONS FOR SALARY GRID PLACEMENT**

- 11.01 Category classifications shall be those established by the Q.E.C.O. Teachers' Qualification Programme 5 only. For the purpose of salary categorization, the Board recognizes that the Statement of Evaluation issued by the Q.E.C.O. Programme 5 shall be final. Notwithstanding the above, teachers on staff as of August 31, 2002 shall not be placed in a lower category than the category they were in as of that date.
- 11.02 It shall be incumbent upon a newly appointed teacher to provide documented proof satisfactory to the Board in the form of a Statement of Evaluation issued by Q.E.C.O. as to his/her appropriate category placement. A teacher, without a recognized university degree, shall be placed in Category A until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate

differential amount retroactive to the commencement of duties. A teacher, with a recognized Ontario university degree, shall be placed in Category A1 until such time as documentation is submitted for examination and after which time the teacher shall receive the appropriate differential amount retroactive to the commencement of duties. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond September 1 of the school year in which the Statement of Evaluation is received by the Board.

11.03

A teacher who qualifies for a change in category by reason of improved qualification shall receive the appropriate differential amount at the level in the higher group as follows :

- (a) Where a teacher qualifies on the basis of work completed prior to September 1 for a change in category, the adjustment will be made effective from the beginning of school in September of that year (retroactive where necessary) on submission of the proper documents to the Board.
- (b) To qualify for an adjustment effective on September 1, the teacher must provide documentation by December 31.
- (c) Where a teacher qualifies for a change in category on the basis of work completed after September 1 but before February 15, the adjustment will be made effective January 1 (retroactive where necessary).
- (d) To qualify for an adjustment effective January 1, the teacher must provide documentation by May 31.
- (e) Notwithstanding the timelines set out in (b) and (d) for submission of documentation, the Board shall give due consideration to any special cases in which the teacher is unable to produce the required documentation through no fault of his or her own.

11.04

Teaching experience shall be understood to mean verified Canadian elementary or secondary teaching. In the event that a teacher holds an Ontario Teacher Certificate while teaching at a College of Applied Arts and Technology, Adult Training Center or similar institutions, such experience shall be considered in calculating years of teaching experience. At the discretion of the Board, credit will be given for full-time and part-

time qualified teaching experience gained in elementary and secondary schools outside Canada.

11.05 In cases where teaching experience has been on a part-time basis: full time for part of a year, or, on a fractional timetable, or, as an Occasional Teacher, teaching experience shall be calculated in the following way : the total cumulative number of days of teaching experience, prorated where necessary, divided by 194. Where the total has a fractional part of 0.5 or greater, the whole number shall be increased by one.

11.06 Teachers currently on staff shall be placed, effective September 1, at one level higher on the grid than the level at which they were on June 30 of the same year, subject to Article 11.05. Experience shall be credited as of September 1 of each year.

11.07 Movement to Category A - Ultimate shall take place when a teacher has eleven (11) or more years of teaching experience and has successfully completed the course requirements outlined below. Acceptable courses shall be defined as university courses and/or Ministry of Education courses.

Additional course requirements :

- i) in the case of a teacher qualified to be placed in Category B : five (5) acceptable courses, at least four (4) of which must have been completed since January 1, 1990.
- ii) in the case of a teacher qualified to be placed in Category C : seven (7) acceptable courses, at least five (5) of which must have been completed since January 1, 1990.
- iii) in the case of a teacher qualified to be placed in Category D : nine (9) acceptable courses, at least six (6) of which must have been completed since January 1, 1990.

## **ARTICLE 12 RETIREMENT ALLOWANCES**

### **12.01 Retirement Gratuity**

- (a) Teachers continuously employed under the Elementary School Teachers' Collective Agreement with the Niagara South Board of Education before January 1, 1996 shall, upon retirement, be eligible to receive a retirement

gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.

- (b) Teachers continuously employed under the Elementary School Teachers' Collective Agreement with the Lincoln County Board of Education on or before August 31, 1980 shall, upon retirement, be eligible to receive a retirement gratuity in accordance with the provisions of the plan (either Collective Agreement or Board Policy, as the case may be) which applied to the teacher as of that date.
- (c) Teachers hired as of January 1, 1998 by the District School Board of Niagara or as of September 1, 1980 by the Lincoln County Board of Education or as of January 1, 1996 by the Niagara South Board of Education shall not be entitled to a retirement gratuity.

12.02 In the event of the death of a teacher, entitled to a retirement gratuity in accordance with Article 12.01, such benefit, if not previously paid, shall be paid to the beneficiary named with respect to Group Life Insurance.

12.03 **R.R.S.P. Allowance**

- (a) Teachers hired as of September 1, 2003 shall, upon completion of their probationary period, have the sum of \$2,827 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (b) Effective September 1, 2002, teachers hired as of September 1, 2000 and/or September 1, 2001 shall, upon completion of their probationary period, have the sum of \$2,691 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (c) Teachers hired as of September 1, 2002 shall, upon completion of their probationary period, have the sum of \$2,745 placed in an individual account with the Standard Life Group Registered Retirement Savings Plan according to Revenue Canada regulations.
- (d) Effective September 1, 2004, the RRSP amount shall be adjusted on an annual basis to reflect the negotiated end-rate salary increase.

12.04 Recalled or rehired teachers who have previously received an R.R.S.P. from the Board shall not be eligible for a second R.R.S.P.

## **ARTICLE 13 LEAVE PLANS**

13.01 The following absences will be without loss of sick leave credit, loss of salary, or loss of seniority :

(a) **Bereavement**

- i) Up to a total of five (5) school days shall be allowed per bereavement to attend the funeral of the following : father, mother, spouse, child, common-law spouse. It is understood that for the purposes of this Article, “spouse” includes common-law and same-sex partners.
- ii) Up to a total of three (3) school days shall be allowed per bereavement to attend the funeral of the following : brother, sister, grandparent, grandchild, father-in-law, mother-in-law, sister-in-law, brother-in-law, daughter-in-law, son-in-law, fiancé or other relative who lived in the house.
- iii) One (1) school day shall be allowed per bereavement to attend the funeral of a grandparent-in-law, aunt, uncle or to act as a pallbearer.

(b) **Examinations or Convocations**

A teacher, with the prior approval of the appropriate Supervisory Officer or Principal, may be absent from duty without loss of salary by reason of examinations and convocations as follows :

- i) For the purpose of writing examinations, only the half-day period in which the examination occurs shall be granted. In addition to the half-day mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.
- ii) A half-day period is granted for a teacher to attend his/her own post-secondary graduation ceremony or the post-secondary graduation ceremonies of his/her son, daughter, husband, wife, or fiancé. In addition to the half-day period mentioned in the foregoing, one-half day shall be allowed for travel, if necessary, as determined by the appropriate Supervisory Officer or Principal.

(c) **Jury Duty or Subpoena**

Each teacher who is absent from duty by reason of a summons to serve as a juror, or a subpoena as a witness in any proceeding to which he/she is not a party or one of the persons charged, or attending a court appearance having to do with custody issues pertaining to a child for whom the teacher has responsibility, shall receive all benefits providing that the employee pays to the Board, any fee exclusive of travelling allowance and living expenses, that he/she receives as a juror or witness.

(b) **Quarantine**

A teacher who is quarantined or otherwise prevented by an order of the Medical Health Authorities, from attending his/her duties because of exposure to a communicable disease.

(c) **Religious Holidays**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay to a maximum of five (5) days in any one (1) year for the observance of religious holidays.

(d) **Adoption Leave / Paternity Leave**

A teacher shall, upon request, be granted leave without deductions from sick leave credits and without loss of pay when adoption leave is not taken and it is necessary for the teacher to attend on the day that an adoptive child is picked up or fathers attending the birth of their child.

(g) **Miscellaneous Leave**

A teacher shall upon request be granted leave without deductions from sick leave credits and without loss of pay to a maximum of three (3) days in any one (1) year as follows :

- i) attending a funeral other than in 13.01 (a) above (up to one (1) day per occurrence),
- ii) bereavement as in 13.01 (a) above where distance or circumstances warrant additional time,
- iii) caring for a member of the teacher's immediate family (as defined in 13.01 (a) (i), in cases of serious injury or illness.

(h) **Special Circumstances**

Absence involving unusual or extenuating circumstances may be referred to the Director of Education (or designate) for consideration. Wherever

possible, application should be made in advance. Payment or deduction of salary shall be based on a review of the conditions causing absence.

13.02

### **Sick Leave**

A teacher shall be entitled to draw on his/her sick leave credits up to the amount of his/her accumulated sick leave credit, as set out below, for personal medical absences which shall include illness, injury, medical diagnosis, treatment and consultation.

- (a) On the first day of each school year a full-time teacher shall be credited an allowance of twenty (20) days sick leave which will be added to the teacher's accumulated sick leave days and carried forward from year to year. The sick leave credits for each teacher will be carried forward to the District School Board of Niagara from the predecessor Board's in existence prior to January 1, 1998.
- (b) A teacher employed for less than full-time or a full year shall be entitled to sick leave pro-rated on the term of employment.
- (c) The unused portion of sick leave shall accumulate from year to year to a maximum of three hundred (300) days. Teachers having sick leave accumulations in excess of three hundred (300) days as of August 31, 1998, under the provisions of the plan which applied to such teachers as of that date, shall have all such accumulated sick leave recognized. However, additional annual credits shall not be accumulated as long as the teacher's total sick leave accumulation remains in excess of three hundred (300) days.

### **Deductions**

- (d)
  - i) After five (5) consecutive days of absence, no Sick Leave Credits shall be allowed unless a certificate is furnished to the Director of Education (or designate) by a physician or dentist, certifying the teacher's inability to attend to his/her duties due to personal illness or injury.
  - ii) Notwithstanding the above, the Board may require a teacher to submit the certificate thereunder for a period of absence of less than five (5) days. The Board shall, if required, reimburse the

teacher for the cost of obtaining a certificate where the period of absence is less than five (5) days.

- iii) An employee with sick leave credits who is injured during the course of their employment, and loses time from work as a result of that injury, will continue to be paid full salary and benefits for each day of absence. One (1) day will be deducted from sick leave credits for each day of absence until the claim has been approved by the Workplace Safety and Insurance Board. Once the claim has been approved, 75% of the sick days deducted will be reinstated, and the employee will lose 25% of a sick day for every day of absence on an approved claim. Once sick leave credits have been exhausted, the employee on an approved claim will be paid directly by the Workplace Safety and Insurance Board at the current legislated ratio of pay.

An employee without sick leave credits who is injured in the course of their employment, and loses time from work will not receive any compensation until the Workplace Safety and Insurance Board approves their claim, and thereafter will receive pay directly from them at the current legislated ratio of pay. If the claim is not approved, there will be no compensation from the District School Board of Niagara or the Workplace Safety and Insurance Board.

- (e) Where a teacher who has been declared redundant is subsequently recalled, the teacher's sick leave account shall be credited with the number of sick leave credits to which the teacher was entitled at the time his/her employment was terminated.

13.03      **Personal Leaves (Full Time)**

- (a) Reason for Leave      -      personal
- (b) Who may apply -      -      no restrictions, approved at the discretion of the Board
- (c) How to apply      -      The Board may allow a personal leave of absence upon application in writing to the appropriate Supervisory Officer or designate by May 31<sup>st</sup> prior to the year of leave.

- (d) Length of Leave - full school year
- (e) Extension - may be granted for one (1) additional school year. Requests for leave of more than two (2) school years may be considered by the Director or appropriate Supervisory Office.
- (f) Salary during Leave - with or without pay according to the circumstances
- (g) Benefits during Leave - Subject to the agreement of the carrier(s), teachers may continue benefits at their own expense, provided payments are made to the Board.
- (h) Teaching Experience for Grid placement - Teaching experience shall not be granted to the teacher for the period during which he/she was on leave without pay. Teaching experience shall be granted to the teacher for the period during which he/she was on leave with pay.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - Subject to the redundancy provisions of the Collective Agreement, a teacher shall have the option of returning to his/her former school, if a position is available. If the position is not available, the teacher is encouraged to apply to postings. If a position is not found through the posting procedure, the teacher shall be placed in a comparable position for which he/she is qualified.
- A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- (k) Other conditions - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of his/her intention to return to teaching from an approved leave of absence prior to May 31<sup>st</sup> of the school year in which the leave expires.



Part Time Teaching Assignments).

- A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- (k) Other conditions - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, of his/her intention to return to teaching from an approved leave of absence prior to May 31<sup>st</sup> of the school year in which the leave expires.

### 13.05 **Pregnancy Leaves**

- (a) Reason for Leave - pregnancy
- (b) Who may apply - any teacher who qualifies under the *Employment Standards Act*
- (c) How to apply - Application to the appropriate Supervisory Officer as far in advance of the requested commencement of the leave as possible. Such written notice shall also contain a certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) Length of Leave - A pregnant teacher shall be granted an unpaid pregnancy leave of up to the amount provided under the *Employment Standards Act* (currently seventeen (17) weeks maximum duration).
- (e) Extension - See Parental Leave
- (f) Salary during Leave - The Board shall provide for teachers on pregnancy leave a supplementary employment benefits plan. Effective February 1, 2004 eighty percent (80%) of the teacher's regular salary during the mandatory two week waiting period for Employment Insurance pregnancy benefits, provided that the teacher is eligible for pregnancy benefits under E.I. laws and regulations and provided that they provide documentation to the Board.

Effective September 1, 2005, the plan will pay an amount equal to one-hundred percent (100%) of the

teacher's regular salary during the mandatory two week waiting period for Employment Insurance pregnancy benefits, provided that the teacher is eligible for pregnancy benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The Board will provide a further top up equivalent to the difference between what an employee receives from E.I. and eighty percent (80%) of the teacher's regular salary during the further six (6) week period. The top up payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period and the six (6) week top up period which fall on regular school days (maximum forty (40) days). If not eligible for E.I., in accordance with Article 13.02 (d), the teacher will be entitled to regular compensation from their sick leave bank, for a maximum of thirty (30) workdays.

- (g) Benefits during Leave - Subject to the agreement of the carrier(s), the Board shall continue to make its contributions to the premium costs of the benefits plans, provided the teacher continues her contributions, unless the teacher elects, in writing, not to do so.
- (h) Teaching experience for Grid placement - Teaching experience shall continue to accrue during the period of leave.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave - A teacher returning from pregnancy leave shall be reinstated to the position most recently held by the teacher, if it exists, or a comparable position, if it does not.
  - A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- (k) Salary calculation - A teacher is entitled to be paid her annual salary in proportion to the sum of the total number of school days on which the teacher works divided by the total number of school days in the school year. (#

days worked / # days in school year \* salary)

(1) Other Conditions

Alternative Start Date - A teacher who has given notice to begin pregnancy leave may change the notice to an earlier date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer or to a later date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.

Alternative End Date - A teacher who has given notice to end a pregnancy leave may change the notice to an earlier date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to end.

- Notwithstanding, request for modification of the above timelines may be considered by the Director or appropriate Supervisory Officer.

A teacher whose pregnancy leave is scheduled to commence between the opening of school in September and September 30<sup>th</sup>, or is scheduled to end between May 31<sup>st</sup> and the end of the school year, may by the mutual consent of the teacher, Superintendent of Schools and the Local, be assigned to her home school as an Occasional Teacher and shall be required to work in any school in her Region requiring an Occasional Teacher. During this assignment, the teacher will receive full salary and benefits.

13.06 **Parental/Adoption Leave**

(a) Reason for Leave - birth of their child or the coming of the child into

custody, care and control of a parent for the first time.

- (b) Who may apply - a teacher who is the parent of a child following the birth of their child or the coming of the child into custody, care and control of a parent for the first time. The leave may begin no more than thirty-five (35) weeks after the day the child is born or comes into the custody, care and control of a parent for the first time. However the parental leave of a teacher who takes 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) How to apply - Application in writing to the appropriate Supervisory Officer as far in advance of the requested commencement of the leave as possible but no less than two (2) weeks prior to the beginning of the leave.
- (d) Length of Leave - A teacher shall be granted an unpaid parental/ adoption leave of up to the amount provided under the *Employment Standards Act*. (currently thirty-five (35) weeks maximum duration)
- (e) Extension - The Board shall, upon written request of the teacher and subject to the availability of a suitable replacement, grant a personal leave of absence to a teacher who has previously been granted a parental leave. However, such combined leaves of absence shall not normally exceed an aggregate maximum of three (3) years and shall terminate on August 31<sup>st</sup>.
- (f) Salary during Leave - The Board shall provide for teachers on parental/adoption leave a supplementary employment benefits plan. Effective February 1, 2004 the plan will pay an amount equal to eighty percent (80%) of the teacher's regular salary during the mandatory two week waiting period for Employment Insurance parental/adoption benefits,

provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board.

Effective September 1, 2005, the plan will pay an amount equal to one-hundred percent (100%) of the teacher's regular salary during the mandatory two week waiting period for Employment Insurance parental/adoption benefits, provided that the teacher is eligible for parental/adoption benefits under E.I. laws and regulations and provided that they provide documentation to the Board. The top up payment from the Board will be payable to the teacher only for those days during the two (2) week waiting period which fall on regular school days (maximum (10) days).

- (g) Benefits during Leave - Subject to the agreement of the carrier(s), the Board shall continue to make their contributions to the premium costs of the benefit plans, provided the teacher continues his/her contributions to the Board.
- (h) Teaching experience for Grid Placement - Teaching experience shall continue to accrue during parental/adoption leave.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave -
  - A teacher returning from a parental or adoptive leave shall be reinstated to the position most recently held by the teacher, if it still exists, or to a comparable position, if it does not.
  - A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- (k) Other Conditions
  - Alternative Start Date - A teacher who has given notice to begin parental/adoption leave may change the notice to an earlier date if the teacher gives at least two (2) weeks

written notice to the appropriate Supervisory Officer or to a later date if the teacher gives at least two (2) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.

Alternative End Date - A teacher who has given notice to end a parental/ adoption leave may change the notice to an earlier date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer or to a later date if the teacher gives at least four (4) weeks written notice to the appropriate Supervisory Officer prior to the date the leave was to begin.

- Notwithstanding, request for modification of the above timelines may be considered by the Director or appropriate Supervisory Officer.

**13.07 Teacher Financed Leaves**

- (a) Reason for Leave - personal
- (b) Who may apply - must meet eligibility requirements as outlined in Administrative Procedure 5-4.
- (c) How to apply - Completed application forms must be received by the Human Resources Department by May 31<sup>st</sup> to be eligible for deductions to begin in the subsequent school year.
- (d) Length of Leave - full school year or partial school year beginning or ending as of December 31<sup>st</sup>.
- (e) Extension - none
- (f) Salary during Leave - The salary that is held by the Board shall be placed in trust in the Civic Employees Credit Union or other approved financial institution, in the teacher's name and given to the teacher, along with accrued interest, in a manner agreed to by the Board and the teacher in the school year in which the leave is taken. The teacher may choose to receive the payments on the regular payment schedule, outlined in Article 17 or by way of a lump sum, the method to be determined by the teacher at least one (1)

month prior to the commencement of the leave.  
Any remaining balance in the teacher's trust account is to be paid in accordance with Article 17.

- (g) Benefits during Leave - Subject to the agreement of the carrier(s), teachers may continue benefits at their own expense.
- (h) Teaching experience for Grid Placement - Teaching experience shall not be granted to the teacher for the period during which he/she was on a teacher financed leave.
- (i) Seniority - Seniority shall continue to accrue during the period of leave.
- (j) Return from Leave -
  - Subject to the redundancy provisions of the Collective Agreement, a teacher shall have the option of returning to his/her former school, if a position is available. If the position is not available, the teacher is encouraged to apply to postings. If a position is not found through the posting procedure, the teacher shall be placed in a comparable position for which he/she is qualified.
  - A member of the Local holding a Consultant position shall be guaranteed his/her former Consultant position upon return from leave, provided the position still exists and provided that the leave does not exceed one (1) year.
- (k) Other conditions -
  - It shall be the responsibility of the teacher to notify the Human Resources Department, in writing, if the teacher decides not to return to teaching from a teacher financed leave of absence prior to May 31<sup>st</sup> of the school year in which the leave expires.
  - If the teacher is declared redundant to the elementary panel during the years of salary hold back leading to a Teacher Financed Leave under this plan, the Board shall pay to the teacher the full amount of salary withheld up to the time along with any accrued interest, in a manner agreed to by the teacher and the Board.
  - If the teacher leaves the employ of the Board prior to taking the year of leave, then the Board shall pay

to the teacher the full amount of salary withheld up to that point, along with accrued interest, in a manner agreed to by that teacher and the Board. If the teacher dies prior to going on leave, the Board shall pay the full amount of salary and accrued interest on a date specified, in a manner agreed to by the Board and the executor(s) or administrator(s) of the estate.

- While a teacher in on a Teacher Financed Leave, no sick leave shall accumulate, but when the teacher returns to the Board from leave, the teacher shall be credited with the same number of accumulated sick leave days that were accrued before going on leave.

### 13.08

#### **Leave for Local Officers**

- (a) Upon application by the Local, leave will be granted for up to the equivalent of three (3) full-time teachers, one of whom shall be the President of the Local.
- (b) The President of the Local shall receive regular salary and benefits, experience for grid placement and seniority for the period of leave. Additional teachers granted leave under (a) above shall receive regular salary and benefits, experience for grid placement and seniority, provided that the Local reimburses the Board for the full cost of salaries and contributions for benefit plans for the period of leave.
- (c) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved leave.
- (d) A teacher returning from a Local leave has the right to be reassigned to the same position held prior to going on leave, subject to the lay-off procedures in Article 14.

### 13.09

#### **Leave for Local Business**

- (a) At the request of the Local, the Board may excuse from teaching duties one or more teachers for the purpose of conducting official Union business. Such leave shall be subject to prior arrangements with the Director of Education or designate. Absences may be segments of either half-days or full-days but, in any event, the maximum time of such leave shall not exceed forty (40) school days in each year, exclusive of negotiations between the parties. Such leave shall not be unreasonably

withheld.

- (b) Members of the Local, granted leave under 13.06 (a) shall suffer no loss of salary or benefits. The Local agrees to reimburse the Board for the full cost of any Occasional Teachers required to replace teachers on such leave.
- (c) Where a Board committee meeting or a meeting called by a Supervisory Officer requiring Local representation or a negotiation session is convened by the Board during the school day and Occasional Teachers are required to provide coverage, the cost of such Occasional Teachers shall be borne by the Board.

### 13.10

#### **Union Leave**

- (a) In the event that a member of the Local is elected or appointed to an office with the Elementary Teachers' Federation of Ontario, the Board agrees to give that teacher an indefinite leave of absence without pay.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election or appointment to an office with the Union within five (5) days of such election or appointment. Similarly, a teacher returning to teaching from an office with the Union must notify the Board within five (5) days.
- (c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

### 13.11

#### **Political Leave**

- (a) In the event that a member of the Local is elected to Provincial or Federal Parliament, the Board agrees to give that teacher a leave of absence without pay for the first elected term. The Board may extend leave for further successive terms.
- (b) It shall be the responsibility of the teacher to notify the Board of his/her election within five (5) days of the results becoming official and request the granting of leave. Similarly, a teacher returning to teaching from such

leave must notify the Board within five (5) days of leaving office and request placement at the commencement of the next school year.

- (c) Sick leave credits shall not accumulate during the time spent on leave, but when the teacher returns to the Board from leave, he/she shall be credited with the same number of accumulated sick leave credits that he/she had before going on leave.
- (d) A teacher on leave in accordance with this Article shall not be entitled to draw on his or her accumulated sick leave credits during the period of approved absence.
- (e) The time spent on leave shall not entitle the teacher to grid increment(s) for that time.

## **ARTICLE 14 SENIORITY**

### **14.01 Seniority determination for teachers employed up to and including December 31, 1997 :**

- (a) Seniority shall be defined as teaching service with the District School Board of Niagara, including its predecessor Boards, attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted employment, modified to include prior periods of employment, under a permanent or probationary contract with the District School Board of Niagara, or its predecessor Boards.
- (c) Teaching service shall include active full-time and part-time employment under a permanent or probationary contract; time spent on approved leave-of-absences while holding a permanent or probationary contract; and time spent on a recall list in accordance with provisions of their predecessor (Niagara South Board of Education and Lincoln County Board of Education) Collective Agreements.
- (d) Notwithstanding the above, under no circumstances is any teacher to have less seniority with the District School Board of Niagara than the teacher had with the Niagara South Board of Education, Lincoln County Board of Education, or their predecessor Boards, at the time of amalgamation.

### **14.02 Seniority determination for teachers hired as of January 1, 1998 and**

**thereafter :**

- (a) Seniority shall be defined as continuous, uninterrupted teaching service with the District School Board of Niagara attained since the last date of hire.
- (b) Last date of hire, for seniority purposes, shall be the first day of the month in which the Teacher began continuous, uninterrupted employment as a teacher in the bargaining unit, defined in s.277.3(1)1 of the *Education Act*.
- (c) Continuous, uninterrupted teaching service shall include active full-time and part-time employment as a teacher in the bargaining unit which this Agreement covers; time spent on approved leaves-of-absence; and time spent on the recall list.
- (d) Where two or more individuals' total years of employment are the same, the following tie breakers shall be used :
  - i other employment as a public elementary and/or secondary teacher, under contract or equivalent, in Ontario; and where that is equal
  - ii other employment as an elementary and/or secondary teacher, under contract or equivalent, in Canada; and where that is equal
  - iii lot conducted jointly by the parties.
- (e) When a secondary teacher attains employment as a teacher in the bargaining unit which this Agreement covers, the seniority of such teacher shall include continuous, uninterrupted service as a teacher in the secondary panel of the District School Board of Niagara or its predecessor Boards, immediately prior to attaining such employment. This clause shall stand as long as this arrangement is reciprocal with the secondary panel.

14.03

**Termination of Seniority**

The seniority of a teacher shall be terminated, and the teacher's employment deemed at an end, for any of the following reasons :

- i the teacher resigns or retires,
- ii the employment of the teacher is terminated for just and sufficient cause,

- iii the teacher is not recalled within the recall period provided for in this Agreement,
- iv the teacher, while on the recall list, twice refuses an equivalent time position for which the teacher is qualified,
- v the teacher, while on the recall list, accepts severance pay, as provided under the *Employment Standards Act* or in this Agreement.

14.04

### **Application of Seniority**

#### **A Redundancy**

- i A staff reduction shall occur when the projected full-time equivalent number of teachers required for the following school year is less than the number of full-time equivalent teachers employed in the current school year.
- ii If the number of teachers required is less than the number currently employed, the Board shall declare a number of teachers surplus to the needs of the system equal to the excess identified in A.1 in reverse order of seniority.
- iii Teachers initially identified as being redundant to the needs of the system shall be notified in writing by the appropriate Superintendent of Schools as soon as practical after such identification. Such notice shall indicate that the teacher is being declared redundant as a result of a necessary reduction in the number of teaching positions available for the subsequent year. A copy of such notice shall be provided to the Local.
- iv It is understood that Teachers assigned to the position of consultant shall be exempt from the provisions set out in A.i, A.ii and A.iii above and shall not be identified as being redundant to the needs of the system.

#### **B Recall**

- i All teachers identified as being redundant shall be placed on the recall list in seniority order.
- ii Teachers on the recall list shall be recalled in order of seniority

subject to being qualified to fulfil the program needs and requirements of the vacant position, as determined by the Board.

- iii
  - i A teacher previously on a full-time assignment who accepts recall into a part-time assignment shall be entitled to a full-time position, subject to subsequent redundancy.
  - ii Teachers who were on part-time assignment at the time they were declared redundant shall be recalled to equivalent part-time assignments only, as long as there are teachers who had full-time assignments with recall rights and greater seniority.
- iv The right of recall shall extend for three (3) years commencing with the start of the school year for which the teacher has been declared redundant.
- v Teachers on the recall list shall keep the Board and the Local informed in writing, of any change in qualifications as well as change of address and/or telephone number required by the Board to contact them for possible assignment.
- vi No external hiring shall take place until positions have been offered to redundant qualified or deemed capable Bargaining Unit Members and then to qualified or deemed capable Bargaining Unit Members with less than full-time assignments.

14.05

#### **Seniority List**

- (a) Each year a seniority list will be developed indicating each teacher's name and current work location by order of seniority projected to June 30 of the current school year.
- (b) By October 30 of each year, the Board shall forward to the Local, a list of new teachers hired, indicating the first two tie-breaking criteria. The Local will conduct the tie-breaking draw and forward the results to the Board by November 30.
- (c) By January 10, the Board shall notify the Local of any additional hires. The Local shall conduct any necessary tie-breaking draws and forward the results to the Board by January 25.
- (d) By February 15, a copy of the mutually agreed upon seniority list shall be sent to the ETFO steward in each workplace location where members are employed. An additional copy shall be forwarded to the offices of the Local.

- (e) By February 28, the Local will respond, in writing, to the Human Resources Department indicating any disagreement regarding the accuracy of the List.
- (f) By March 15, the Local and representatives of the Board will meet, if required, to resolve any alleged discrepancies, prior to March 31. Decisions made to resolve any discrepancies must be consistent with the terms of this Article.

## **ARTICLE 15      PART-TIME TEACHING ASSIGNMENTS**

- 15.01                      A part-time teacher shall be defined as a teacher employed on a regular basis for less than a full-time teaching load.
- 15.02                      The salary of a teacher employed for less than a normal full-time assignment shall be pro-rated on the basis of the relationship that his/her workload bears to the work load of a full-time teacher. A teacher on part-time assignment shall have the right to participate in all benefit plans. For purposes of the Board's contribution to benefit premiums, a teacher on a part-time assignment shall have their benefit premiums paid by the Board on a pro-rated basis.
- 15.03                      A teacher with a part-time teaching assignment who, prior to February 1, requests an increase in his/her teaching assignment commencing the following school year will be offered such increase prior to the hiring of new teachers, subject to the redundancy provisions of Article 14.

## **ARTICLE 16      NOT RESPONSIBLE FOR DIAGNOSIS OR MEDICATION**

- 16.01                      The Board shall not require any teacher to administer medication or perform any medical or physical procedure on any pupil.

## **ARTICLE 17      METHOD OF PAY**

17.01                    A teacher's annual salary, for the contract year, as determined under Article 20, shall be paid as follows :

- 4.167% on the 15<sup>th</sup> and the last day of the months of September to August, provided that if the 15<sup>th</sup> or the last day falls on a Saturday, Sunday or Holiday Monday, then the salary payments will be issued on the preceding Friday.

Applicable payroll deductions will be made from each of the payments detailed above.

17.02                    The Board will provide to teachers on each pay period a record of cumulative sick days and year-to-date salary.

17.03                    Effective October 30, 2005, the following information will be available to each teacher through the Employee Portal.

- (a)      Grid Placement
- (b)      Employee Benefit Coverages

The teacher shall notify, in writing, the Human Resources Department of any errors or omissions.

17.04                    Notwithstanding the provisions of Article 17.01 above, a teacher upon the termination of his/her employment with the Board shall, at that point have his/her salary adjusted in accordance with Article 17.05 to reflect the actual amount earned.

17.05                    A teacher is entitled to be paid his/her annual salary in proportion to the sum of the total number of school days on which the teacher performs his or her duties (or is paid pursuant to this Agreement) bears to the sum of the total number of school days in the school year.

17.06                    Prior to any adjustment to salary as a result of an overpayment or an underpayment, the Board official responsible for Human Resources (or designate), shall consult with the teacher to discuss the timing for the necessary adjustment.

## **ARTICLE 18      WORK LOAD**

### **18.01              Lunch**

Each teacher shall be entitled to an uninterrupted and continuous period of not less than forty (40) minutes per days for lunch, free from regularly scheduled supervisory or teaching duties.

### **18.02              Travel Between Schools**

A teacher who is assigned duties at two (2) or more locations on the same day shall have adequate time to travel between locations, exclusive of preparation time. If travel must occur during recess or lunch period, the teacher will not be assigned supervisory or bus duties beyond the instructional day, except in an emergency.

### **18.03              Instructional Day**

- (a) The instructional day shall be three hundred (300) instructional minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with the student's dismissal from school for the day exclusive of lunch and recess/nutrition break(s).

#### **Preparation Time**

- (b) Preparation time shall be used for purposes such as preparation, planning, evaluation and conferencing.
- (c)
  - i) Effective September 1, 2005, preparation time will be assigned in units of at least twenty (20) minutes.
  - ii) Preparation time will be pro-rated for part-time teachers.
  - iii) Preparation time coverage will be provided only for classroom teachers (including self-contained special education and student support centres.)
- (d) For the year commencing September 1, 2004 and ending August 31, 2005, all existing provisions and practices respecting preparation time will remain in effect.

During the 2004-2005 school year, the equivalent of one (1.0) day designated as a Professional Activity Day shall be dedicated to teacher preparation only. Such Professional Activity Day shall not be the last

school day of the school year.

- (e) Effective September 1, 2005, in developing class and teacher timetables, principals shall schedule the equivalent of one hundred and sixty (160) minutes per week, or three hundred and twenty (320) minutes per ten (10) day cycle non-instructional time, within the instructional day, as defined in Article 18.03 (a).

During the 2005-2006 school year, the equivalent of one (1.0) day designated as a Professional Activity Day shall be dedicated to teacher preparation only. Such Professional Activity Day shall not be the last school day of the school year.

- (f) Effective September 1, 2006, in developing class and teacher timetables, principals shall schedule the equivalent of one hundred and eighty (180) minutes per week, or three hundred and sixty (360) minutes per ten (10) day cycle non-instructional time, within the instructional day, as defined in Article 18.03 (a).

During the 2006-2007 school year, the equivalent of one (1.0) day designated as a Professional Activity Day shall be dedicated to teacher preparation only. Such Professional Activity Day shall not be the last school day of the school year.

- (g) Effective September 1, 2007, in developing class and teacher timetables, principals shall schedule the equivalent of one hundred and ninety (190) minutes per week, or three hundred and eighty (380) minutes per ten (10) day cycle non-instructional time, within the instructional day, as defined in Article 18.03 (a).

During the 2007-2008 school year, the equivalent of one (1.0) day designated as a Professional Activity Day shall be dedicated to teacher preparation only. Such Professional Activity Day shall not be the last school day of the school year.

- (h) Effective June 30, 2008, in developing class and teacher timetables, principals shall schedule the equivalent of two hundred (200) minutes per minutes per week, or four hundred (400) minutes per ten (10) day cycle non-instructional time, within the instructional day, as defined in Article 18.03 (a).
- (i) When the two hundred (200) minutes of preparation time have been implemented, the one (1) Professional Activity Day previously designated for use as preparation time will no longer be so designated.
- (j) Notwithstanding the foregoing, existing provisions or practices respecting

preparation time which provide superior benefits to the provisions set out above shall not be eroded on a school-level basis.

18.04

**Teacher-Librarians**

- (a) Teacher-Librarians must hold at least or be enrolled in Part I of the Ministry of Education qualifications. To be appointed, Teacher-Librarians should have had at least three (3) years of classroom experience.
- (b) Teacher-Librarians will be allocated through guidelines developed by the System Staffing Committee.

Teacher-Librarians will be allocated on the basis of enrolment using actual student number, not FTE, according to the following guidelines :

1	-	199 students	0.2
200	-	374 students	0.3
375	-	449 students	0.4
450	-	549 students	0.5
550 +		students	0.6

- (c) Teacher-Librarians will be allocated, using the Projected Enrolment figures as of March 1. The Board will have the discretion to adjust the appointments according to actual enrolments in September. During the school year, enrolment fluctuations will not change the Teacher-Librarian allocation.

18.05

**Class Size**

- (a) The System Staffing Committee (as defined in Article 19.06), using the system-wide average class size guidelines set out below, will annually determine grade and divisional staffing to ensure that the system-wide average class size of twenty-four and one-half (24.5), or such other average established by the Ministry of Education and Training, is not exceeded.

Junior Kindergarten	23
Senior Kindergarten	23
Grades 1 and 2	23
Grade 3	26

Junior	29
Intermediate	29

- (b) JK and SK classes may be adjusted, after consideration by the principal, appropriate Supervisory Officer and the Local, if the number of students exceeds twenty-four (24) per class.
- (c) The Board will investigate any class size that exceeds the class size guidelines by 10% by the second Friday following Labour Day and will attempt to resolve the situation, where possible. Such adjustments shall be within the staff provided for in the elementary classroom instruction line of the Provincial Funding Formula.
- (d) The System Staffing Committee will consider the number of integrated special education students when allocating staff to schools.
- (e) The Board will investigate any class size that exceeds the class size guidelines by 10% by the second Friday following Labour Day and will attempt to resolve the situation, where possible. Such adjustments shall be within the staff provided for in the elementary classroom instruction line of the Provincial Funding Formula.

18.06

### **Supervision Time**

- (a) Supervision time shall be defined as the time teachers are assigned to supervise students outside the three hundred (300) minute instructional day, as defined in Article 18.03 (a). Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the instructional day, as defined in Article 18.03 (a).

For greater certainty, 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 or the start of instruction, whichever comes first, before the commencement of classes following the lunch interval, during recesses or after the instructional day, as defined in Article 18.03 (a).

- (b) Provided that these limits can be achieved without incurring any additional cost to the Board, and provided that students' safety is protected, the Board agrees that :
  - (i) effective September 1, 2005, no teacher shall be assigned supervision time in excess of the equivalent amount of supervision time assigned in his or her school as of March 1, 2005, subject to modifications or changes in assignment or workplace.

- (ii) effective September 1, 2005, make every reasonable effort to limit the supervision time assigned to teachers to one hundred (100) minutes for each period of five (5) instructional days, or two hundred (200) minutes per ten (10) day cycle;
  - (iii) effective September 1, 2006, limit the supervision time assigned to teachers to one hundred (100) minutes for each period of five (5) instructional days, or two hundred (200) minutes per ten (10) day cycle;
  - (iv) effective September 1, 2006, make every reasonable effort to limit the supervision time assigned to teachers to eighty (80) minutes for each period of five (5) instructional days, or one hundred and sixty (160) minutes per ten (10) day cycle.
- (c) Supervision time for teachers in less than a full-time assignment shall be pro-rated.
- (d) A Joint Supervision Committee, a sub-committee of the System Staffing Committee, as defined in Article 19.06, will develop supervision guidelines for schools for implementation each September, commencing in 2005. By June 1 (or any other date mutually agreed upon by the Joint Supervision Committee) of each school year, each school's School Staff Advisory Committee, made up of the Principal and/or Vice-Principal, the School Steward and at least one (1) other ETFO member, shall create and submit a proposed supervision schedule for the following school year to the Joint Supervision Committee for approval.
- (e) Where the supervision schedule submitted by a school's School Staff Advisory Committee is not approved by the Joint Supervision Committee, the Joint Supervision Committee shall develop a supervision schedule for the school in accordance with Article 18.06 (b) above.
- (f) If the Joint Supervision Committee is unable to agree upon a supervision schedule for a school or schools, the schedule(s) shall be forwarded to the Provincial Stability Commission for final and binding arbitration in accordance with Article 18.06 (b) above. The school principal will post an interim supervision schedule that will be in place until the Provincial Stability Commission renders a final decision.

18.07

### **Teacher Absence**

The Board shall make every effort to provide a qualified occasional

teacher when a classroom teacher is absent. Teachers will not normally be required to assume the instructional and/or supervision duties caused by another staff member's absence.

## **ARTICLE 19      STAFFING**

### **19.01                      Surplus to School Declaration**

- (a) The Superintendent responsible for staffing shall forward to each school the required complement of teachers to be assigned for the next school year.
- (b) The needs of the program are the first consideration in the determination of school surplus. Save and except staffing considerations occasioned by school closures, the least senior teachers shall be declared surplus to a school.
- (c) If it is necessary to declare teacher(s) surplus to the needs of a school, the following exemptions shall apply :
  - i) Teachers within one (1) year of retirement shall not be declared surplus to the needs of a school (one (1) time only).
  - ii) Teachers with less than two (2) years of service in the school as of the end of the current school year shall be exempt from a declaration of surplus to the needs of the school.
- (d) By May 1, each Principal shall inform each teacher who is surplus to the needs of a school and send the names of all surplus teachers to the Superintendent responsible for staffing to be compiled into a Surplus List. The Superintendent responsible for staffing shall forward a copy of the surplus list to the principal of each school and to the Local.
- (e) First consideration shall be given to teachers declared surplus to remain at their school should a position for which the teacher is qualified become available prior to the last school day of the current school year.

### **19.02                      Postings**

- (a) Each principal shall report all vacancies in his/her school to the Superintendent responsible for staffing by May 1, or other date as mutually determined by the Superintendent responsible for staffing and

the Local. The vacancies shall be compiled into a job posting. A copy of the job posting shall be posted electronically and in each workplace where elementary teachers are assigned and a copy shall be forwarded to the President of the Local.

- (b) All postings shall be posted in the workplaces where elementary teachers are assigned for a minimum of two and one-half (2 1/2) school days, or such other period of time as may be determined by the Superintendent responsible for staffing and the Local, before a position is offered to any teacher.
- (c) All teachers covered by this Agreement, except for redundant teachers, may apply for any vacancy from the job posting(s) for which they are qualified.

19.03                    **Surplus to the Needs of a School**

- (a) Teachers who have been declared surplus to the needs of a school are encouraged to apply for the posted positions for which they are qualified.
- (b) If no position has been secured by the teacher who is surplus to the needs of a school, it shall be the responsibility of the Superintendent responsible for staffing to ensure that such teacher is assigned to a vacant position for which he/she is qualified.

19.04                    **Redundant Teachers**

Teachers remaining on the Redundancy List as of May 31 shall have their employment terminated by the Board effective August 31 of the current school year and shall be afforded recall rights in accordance with the provisions set out in Article 14.

19.05                    **Transfer**

- (a) Teachers wishing to be considered for transfer shall notify in writing, the appropriate Supervisory Officer by February 15 of their desire to transfer. Such notice shall be on a form as prescribed by the Superintendent responsible for elementary staffing and shall clearly indicate the divisional level and municipality for which the teacher would accept placement.
- (b) Notwithstanding the above, teachers wishing to be considered for transfer are encouraged to apply for appropriate job postings in accordance with Article 19.02 and as indicated on the transfer request form.
- (c) Wherever possible, all teachers who are transferred will be notified at least five (5) school days in advance of the transfer.

- (d) A teacher who is involuntarily transferred during the school year between September 1 and May 31, shall where possible be provided with a minimum of one (1) preparation day to complete the move and prepare the new classroom.
- (e) The Parties agree to establish a committee with up to three (3) representatives each of the Board and the Local to review transfer procedures. Any new or revised procedures arising from these discussions shall be communicated to bargaining unit members.

19.06                    **System Staffing Committee**

A System Staffing Committee shall be established consisting of up to three (3) representatives each of the Board and the Local. The System Staffing Committee may request the attendance of additional resource personnel employed by the Board. Prior to October 31, the System Staffing Committee shall meet to review the assignment of teachers to schools and class sizes. Prior to April 1 of each year, the System Staffing Committee shall meet to examine and make recommendations related to the number of teachers assigned based on the Official Projected Enrolment and on the staffing process.

19.07                    **Hiring New Staff**

- A No new teachers shall be hired until the following conditions have been met :
  - (a) All teachers surplus to the needs of schools have been placed;
  - (b) All redundant teachers on the recall list have been placed in accordance with Article 14.04 (b);
  - (c) A teacher with a part-time teaching assignment who has duly requested an increased teaching assignment has been offered such an increase in an area for which they are qualified.
- B Notwithstanding the provisions set out in the foregoing 19.07 A, the

Superintendent responsible for staffing, after having posted the position, in consultation with the System Staffing Committee, may proceed to offer employment to new teachers which will be required when a shortage of teachers to meet the needs of specialized programs (i.e. FSL, Design & Technology, specialized Special Education) is projected.

**ARTICLE 20 SALARIES AND ALLOWANCE**

- 20.01 (a) Each teacher shall be paid a basic annual salary in accordance with the teacher’s position on the appropriate Salary Scale as set out in Article 20.02 and where applicable such other allowances.
- (b) Notwithstanding the foregoing, teachers shall not be credited with summer school, night school and other forms of Continuing Education teaching experience for the purpose of grid placement.

20.02 (a) **Basic Salary Scale - Teachers**

Effective September 1, 2004

<b>Years of Teaching Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	33,239	36,668	37,692	42,229	44,110
1	36,578	40,427	41,477	46,280	48,484
2	39,725	43,359	44,736	49,583	52,043
3	42,203	45,964	47,481	52,739	54,888
4	44,260	48,337	49,982	55,372	58,272
5	46,306	50,716	52,486	58,002	61,103
6	48,352	53,093	54,991	60,630	63,291
7	50,483	55,470	57,489	63,258	65,433

8	52,664	57,843	59,994	65,889	68,197
9	54,591	59,958	62,207	68,519	70,974
10	55,925	61,439	64,124	70,622	74,246
11	57,928			72,277	77,530
Ultimate	61,439				

(b) **Basic Salary Scale - Teachers**

Effective September 1, 2005

<b>Years of Teaching Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	33,904	37,401	38,446	43,074	44,992
1	37,310	41,236	42,307	47,206	49,454
2	40,520	44,226	45,631	50,576	53,084
3	43,047	46,883	48,431	53,794	55,986
4	45,145	49,304	50,982	56,479	59,437
5	47,232	51,730	53,536	59,162	62,325
6	49,319	54,155	56,091	61,843	64,557
7	51,493	56,579	58,639	64,523	66,742
8	53,717	59,000	61,194	67,207	69,561
9	55,683	61,157	63,451	69,889	72,393

10	57,044	62,668	65,406	72,034	75,731
11	59,087			73,723	79,081
Ultimate	62,668				

(c) **Basic Salary Scale - Teachers**

Effective September 1, 2006

<b>Years of Teaching Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	34,582	38,149	39,215	43,935	45,892
1	38,056	42,061	43,153	48,150	50,443
2	41,330	45,111	46,544	51,588	54,146
3	43,908	47,821	49,400	54,870	57,106
4	46,048	50,290	52,002	57,609	60,626
5	48,177	52,765	54,607	60,345	63,572
6	50,305	55,238	57,213	63,080	65,848
7	52,523	57,711	59,812	65,813	68,077
8	54,791	60,180	62,418	68,551	70,952

9	56,797	62,380	64,720	71,287	73,841
10	58,185	63,921	66,714	73,475	77,246
11	60,269			75,197	80,663
Ultimate	63,921				

(d) **Basic Salary Scale - Teachers**

Effective February 1, 2007

<b>Years of Teaching Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	34,928	38,530	39,607	44,374	46,351
1	38,437	42,482	43,585	49,113	50,947
2	41,743	45,562	47,009	52,104	54,687
3	44,347	48,299	49,894	55,419	57,677
4	46,508	50,793	52,522	58,185	61,232
5	48,659	53,293	55,153	60,948	64,208
6	50,808	55,790	57,785	63,711	66,506
7	53,048	58,288	60,410	66,471	68,758
8	55,339	60,782	63,042	69,237	71,662

9	57,365	63,004	65,367	72,000	74,579
10	58,767	64,560	67,381	74,210	78,018
11	60,872			75,949	81,470
Ultimate	64,560				

(e) **Basic Salary Scale - Teachers**

Effective September 1, 2007

<b>Years of Teaching Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	35,557	39,224	40,320	45,173	47,185
1	39,129	43,247	44,370	49,990	51,864
2	42,494	46,382	47,855	53,042	55,671
3	45,145	49,168	50,792	56,417	58,715
4	47,345	51,707	53,467	59,232	62,334
5	49,535	54,252	56,146	62,045	65,364
6	51,723	56,794	58,825	64,858	67,703
7	54,003	59,337	61,497	67,667	69,996
8	56,335	61,876	64,177	70,483	72,952

9	58,398	64,138	66,544	73,296	75,921
10	59,825	65,722	68,594	75,546	79,422
11	61,968			77,316	82,936
Ultimate	65,722				

(f) **Basic Salary Scale - Teachers**

Effective February 1, 2008

<b>Years of Teaching Experience</b>	<b>Cat. A</b>	<b>Cat. A1</b>	<b>Cat. A2</b>	<b>Cat. A3</b>	<b>Cat. A4</b>
0	36,055	39,773	40,884	45,805	47,846
1	39,677	43,852	44,991	50,690	52,590
2	43,089	47,031	48,525	53,785	56,450
3	45,777	49,856	51,503	57,207	59,537
4	48,008	52,431	54,216	60,061	63,207
5	50,288	55,012	56,932	62,914	66,279
6	52,447	57,589	59,649	65,766	68,651
7	54,759	60,168	62,358	68,614	70,976
8	57,124	62,742	65,075	71,470	73,973

9	59,216	65,036	67,476	74,322	76,984
10	60,663	66,642	69,554	76,604	80,534
11	62,836			78,398	84,097
Ultimate	66,642				

(g) **Basic Salary Scale - Consultants**

Effective September 1, 2004

<b>Years of Experience</b>	<b>Consultants</b>
0	84,631
1	85,727
2	86,823
3	87,922
4	89,017
5	90,112

(h) **Basic Salary Scale - Consultants**

Effective September 1, 2005

<b>Years of Experience</b>	<b>Consultants</b>
0	86,324
1	87,442
2	88,559
3	89,680
4	90,797
5	91,914

(i) **Basic Salary Scale - Consultants**

Effective September 1, 2006

<b>Years of Experience</b>	<b>Consultants</b>
0	88,050
1	89,191
2	90,330
3	91,474
4	92,613
5	93,752

(j) **Basic Salary Scale - Consultants**

Effective February 1, 2007

<b>Years of Experience</b>	<b>Consultants</b>
0	89,931
1	90,083
2	91,233
3	92,389
4	93,539
5	94,690

(k) **Basic Salary Scale - Consultants**

Effective September 1, 2007

<b>Years of Experience</b>	<b>Consultants</b>
0	90,532
1	91,704
2	92,875
3	94,052
4	95,223
5	96,394

(l) **Basic Salary Scale - Consultants**

Effective February 1, 2008

<b>Years of Experience</b>	<b>Consultants</b>
0	91,799
1	92,988
2	94,175
3	95,369
4	96,556
5	97,744

20.03

**Post-Graduate Degrees**

- (a) Teachers employed by the Board on August 31<sup>st</sup>, 1998 and in receipt of allowances for post-graduate degrees shall continue to be compensated for such degrees in accordance with the provisions of the Collective Agreement under which they were employed on August 31<sup>st</sup>, 1998.
- (b) Effective September 1, 1998, teachers shall be entitled to a one time payment of \$1,750 per post graduate degree upon the completion of the degree and providing documentation acceptable to the Board. Post graduate degrees shall be defined as a Master's degree, Doctorate degree or equivalent recognized by a Canadian university. The teacher shall qualify for only one Master's degree and only one Doctorate of Philosophy degree or equivalent. Such one time payment will only be available where the entire degree is in addition to the requirements for Category (Group) placement.

20.04

**Related Trade Experience - Design and Technology Program**

- (a) Effective September 1, 2002 :

At the discretion of the Board, related trade experience may be recognized as teaching experience for salary grid placement year for year, up to a maximum of five (5) grid steps for Teachers assigned to teach the Design and Technology program.

A year of related trade experience will be deemed to consist of twelve (12) months of such experience

The years calculated for related experience shall be those in excess of the years required to obtain entrance to an Ontario Faculty of Education. The onus shall be on the Teacher to produce evidence of such experience at the time of hiring.

Under no circumstances may recognition of any related trade experience result in the appropriate salary for a teacher exceeding the salary level maximum in the salary schedule.

- (b) In the event that the Ministry of Education and Training issues guidelines pertaining to related experience different from those set out in (a) and (b) above, such guidelines shall be used to determine related experience no sooner than the school year following the issuance of the guidelines.

20.05 Teachers with positions of added responsibility, other than those teachers completing term positions, whose salary is reduced as a result of the removal, reclassification, or renaming of their position shall receive the difference between their former salary and new salary for a period of one (1) year.

## **ARTICLE 21 EMPLOYEE BENEFITS**

21.01 It is agreed that the Board will maintain the following employee benefit plans as set out in the Summary of Benefits for Elementary School Teachers (dated January 1, 2000) :

- a) Basic, Optional and Dependent Group Life Insurance
- b) Extended Health Insurance
- c) Semi-Private Hospital Insurance
- d) Dental Insurance
- e) Accidental Death and Dismemberment Insurance

21.02 In making the benefit plans set out in this Article available to teaching

staff, the Board has not agreed to act as an insurer itself. The benefit plans are underwritten by insurance companies and the actual provisions of the policies issued shall govern each plan.

21.03

As a condition of employment, teachers are required to participate in the Ontario Teachers' Insurance Plan for Long-Term Disability Insurance and shall contribute 100% of the required Premiums.

21.04

The Board shall contribute to the premium costs for full-time teachers as per the following :

	Effective <u>Sept. 1, 2004</u>	Effective <u>Sept. 1, 2005</u>	Effective <u>Sept. 1, 2006</u>	Effective <u>Sept. 1, 2007</u>
Basic Life Insurance (\$60,000 of Insurance)	\$0.206 per mth per \$1000 of insurance	\$0.210 per mth. per \$1000 of insurance	\$.217 per mth. per \$1000 of insurance	\$0.224 per mth. per \$1000 of insurance
Accidental Death and Dismemberment Insurance (\$60,000 of Insurance)	\$.020 per month per \$1000 of insurance	\$.020 per month per \$1000 of insurance	\$.021 per month per \$1000 of insurance	\$.022 per month per \$1000 of insurance
	Effective <u>Sept. 1, 2004</u>	Effective <u>Sept. 1, 2005</u>	Effective <u>Sept. 1, 2006</u>	Effective <u>Sept. 1, 2007</u>
Extended Health Insurance	\$61.08 per mth.	\$62.30 per mth. for single coverage OR \$141.88 per mth.	\$64.30 per mth. for single coverage OR \$149.32 per mth. for family coverage	\$66.22 per mth. \$153.83 per mth.
Semi-Private Hospital	\$4.72 per mth.	\$4.81 per mth. for single coverage OR \$15.95 per mth.	\$4.96 per mth. for single coverage OR \$16.79 per mth. for family coverage	\$5.11 per mth. \$17.29 per mth.
Dental Insurance	\$36.36 per mth.	\$37.09 per mth.	\$38.28 per mth.	\$39.43 per mth.

for single coverage  
OR  
\$101.59 per mth.   \$103.62 per mth.   \$106.94 per mth.   \$110.15 per mth.  
for family coverage

- 21.05            The individual teacher shall be responsible for the monthly premium costs in excess of the levels set out in 21.04 above as well as those required for additional optional levels of Group Life Insurance and Dependent Life Insurance.
- 21.06            The Board's contribution toward premium costs for Extended Health and Dental Insurance shall be pro-rated for part-time teachers in accordance with Article 15.01.

## **ARTICLE 22        ACCESS TO FILES**

- 22.01            A teacher shall be provided with a copy of any written report directly pertaining to that teacher within three (3) school days of the report being signed.
- 22.02            A teacher shall sign any such report for the sole purpose of indicating that a copy of the report has been received. Such signature does not suggest agreement or disagreement with the content of the report. Teachers shall be able to append attachments to such reports.
- 22.03            A teacher shall have access to any of the teacher's files held by the Board or agent of the Board and shall be entitled to make copies, without cost, of any materials contained therein.
- 22.04            After two (2) years following the issuance of a letter of discipline, such correspondence or record of disciplinary action shall be removed from the teacher's personnel file provided that there has been no reoccurrence of that or a similar incident within the two (2) year period.

## **ARTICLE 23        COPIES OF THE COLLECTIVE AGREEMENT**

- 23.01            This collective agreement will be posted on the District School Board of

Niagara's Human Resources Department website within thirty (30) days of the signing of the agreement.

23.02 The Board will provide the Local with twenty-five (25) copies of the collective agreement and will supply the school/site steward in each location with one (1) copy of the collective agreement.

23.03 Each new teacher, when accepted for employment under this collective agreement, shall be provided with a copy of this collective agreement.

## **ARTICLE 24 TRAVEL ALLOWANCE**

24.01 Teachers required to travel in the performance of their regular duties shall be compensated according to the terms and conditions set out in the applicable Board policy.

## **ARTICLE 25 PROFESSIONAL DEVELOPMENT FUND**

25.01 The Board agrees to remit, annually, the sum of \$120,000 to the Local for the educational and professional development of its members.

25.02 The amount referred to in Article 25.01 shall be paid to the Local by September 30 of each school year.

25.03 The Local shall be empowered to make disbursements up to the limit of the transferred funds, and to issue cheques to individual members according to procedures and schedules established by the Local, provided that such disbursements are not made to reimburse for courses that result in a change in salary for any teacher.

25.04 Each year, the Local shall forward to the Board an audited financial statement accounting for disbursements from the fund, including administrative charges.

## **ARTICLE 26 NEWLY CREATED POSITIONS OF ADDED RESPONSIBILITY**

- 26.01 Should the Board create a new position of added responsibility to be filled by a teacher who would come under this collective agreement, the Local and the Board shall negotiate and reach an agreement on the annual salary and the allowances, if any, the duties, responsibilities, qualifications and other circumstances affecting the filling of the position, before an appointment is made. If no agreement is reached, the matter may be submitted to arbitration. The annual salary and allowances, if any, shall be payable from the effective date of the appointment.
- 26.02 The Board shall post in every school a notice of every new position of added responsibility and every vacancy at least ten (10) school days before the position or vacancy is to be filled.
- 26.03 All postings shall include the title of the position, a job description, requisite experience, if any, qualifications, annual salary and applicable allowances, effective date and, if it is a temporary vacancy, the probable duration.

## **ARTICLE 27 RIGHT TO PARTICIPATE IN UNION ACTIVITIES**

- 27.01 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Local and/or the Union, including exercising any rights under this collective agreement or the prevailing statutes of Ontario.

## **ARTICLE 28 EVALUATION**

- 28.01 Only supervisory officers and elementary principals and vice-principals shall evaluate a teacher's competence using an evaluation policy/procedure developed in consultation with the Local. No member of the Union shall be required or requested to evaluate a teacher's competence.

## **ARTICLE 29 NOTICES**

29.01

Each teacher, either active or on leave, shall keep the Human Resources Department informed, in writing, of his/her current address and telephone number. If a teacher should fail to do this, the Board will not be responsible for failure of a notice to reach such teacher, and any notice sent by the Board by registered mail to the address of the teacher which appears on the Board's Human Resources records shall be conclusively deemed to have been received by the teacher.

The foregoing is the 2004-2008 Collective Agreement between the District School Board of Niagara and the Elementary Teachers' Federation of Ontario, represented by ETFO, Niagara

Dated at St. Catharines, Ontario this 14<sup>th</sup> day of June, 2005.

Signed on behalf of the District School Board of Niagara :

D. G. Clark, Chair

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W. R. McLean, Director of Education  
and Secretary

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Signed on behalf of ETFO, Niagara :

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LETTER OF INTENT  
BETWEEN  
DISTRICT SCHOOL BOARD OF NIAGARA  
AND  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
NIAGARA

re : Report Cards

The parties agree to establish a committee comprised of three (3) representatives from the Board and three (3) representatives from ETFO, Niagara to investigate and standardize practices relating to the preparation and issuance of Report Cards. The parties further agree to investigate making available standard comments, in electronic format, which are in accordance with Ministry of Education and Training requirements.

The recommendations of this Committee shall be established prior to September 1, 2006.

On behalf of

On behalf of the

ETFO, Niagara

District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.

LETTER OF INTENT  
 BETWEEN  
 DISTRICT SCHOOL BOARD OF NIAGARA  
 AND  
 ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
 NIAGARA

re : Article 13 (Leave Plans)

During the year 2005 an equal number of representatives of the Employer and ETFO, Niagara will meet to review and ensure consistent application of bereavement leave language, compassionate leave, other leaves that could fall under Article 13 of the Collective Agreement.

The recommendations of this Committee shall be established prior to December 31, 2005 or such other date which may be agreed upon by the parties.

On behalf of  
ETFO, Niagara

On behalf of the  
District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.

LETTER OF INTENT  
BETWEEN  
DISTRICT SCHOOL BOARD OF NIAGARA  
AND  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
NIAGARA

re : Length of School Year

It is the intention of the Parties that :

1. The length of the school year for 2005-2006, 2006-2007, 2007-2008 and 2008-2009 shall be the minimum required under the *Education Act* (currently 194 days).
2. Teachers shall not be required to work any days preceding the start of the 2005-2006, 2006-2007, 2007-2008 and 2008-2009 school year for students.

On behalf of  
ETFO, Niagara

On behalf of the  
District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.

LETTER OF INTENT  
BETWEEN  
DISTRICT SCHOOL BOARD OF NIAGARA  
AND  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
NIAGARA

re : Professional Activity Day

Effective September 1<sup>st</sup>, 2004, the equivalent of one (1) day designated as a Professional Activity Day shall be dedicated to teacher preparation only. Such Professional Activity Day shall not be the last school day of the school year.

Notwithstanding the provisions set out in Article 18.06 ( i ) , effective September 1, 2008, the equivalent of one (1) day designated as a Professional Activity Day shall be dedicated to teacher preparation only, provided such Professional Activity Day is not otherwise prescribed by the Ministry of Education and Training. Such Professional Activity Day shall not be the last school day of the school year.

On behalf of  
ETFO, Niagara

On behalf of the  
District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.

LETTER OF UNDERSTANDING  
between  
THE DISTRICT SCHOOL BOARD OF NIAGARA  
and  
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(NIAGARA)

re - Salary Re-opener

If, in accordance of paragraph 5 of the Framework for Local Agreements of April 2005, the Provincial Government provides to the Board additional funding specifically for elementary teacher salaries for either or both of the school years 2006-2007 and 2007-2008 (beyond that required to fund the increases set out in Article 20 of this Agreement), then the salaries for that year or those years shall be increased as set out in paragraph 5 of the Framework for Local Agreements of April 2005 to the extent permitted by the amount of such funding.

For clarity, paragraph 5 reads :

5. Re-opener

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

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

If the province's tax revenues for the 2006-07 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-07 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

On behalf of  
ETFO, Niagara

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On behalf of the  
District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.

LETTER OF UNDERSTANDING  
between  
THE DISTRICT SCHOOL BOARD OF NIAGARA  
and  
THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(NIAGARA)

Re : Teacher Development Account

A one-time allowance for each full-time teacher shall be provided by the Ministry of Education. The money provided by the Ministry of Education will be forwarded to the Union for distribution to eligible teachers in accordance with the Letter of Understanding.

An amount shall be paid to each teacher who makes a claim and was on staff for all or part of the 2004/2005 school year. Teachers with less than 1.0 FTE during the 2004/2005 school year shall receive a pro-rated portion of this amount.

If the amount from the Ministry of Education is not a pre-determined individual amount, the maximum amount to be paid to each teacher shall be determined by dividing the lump sum provided to the Board by the Ministry of Education by the FTE calculated above. It is understood that the total amount payable shall not exceed the total amount provided for this purpose by the Ministry of Education.

The amount will be used for the purpose of reimbursing each teacher for expenses incurred or to be incurred for computers, software, peripherals, professional material and courses related to their employment.

The Union shall develop a form to be submitted by each teacher claiming this amount. Teachers shall be entitled to submit a claim for reimbursement to the Union on or after June 1, 2005 until August 31, 2006 and shall be reimbursed by the Union forthwith.

Any unclaimed amounts which could otherwise have been paid to teachers shall be retained by the Elementary Teachers' Federation of Ontario, Niagara Local to be subsequently used for professional development.

The Union shall submit a written report and a general accounting of funds to the Board annually, on or before September 30<sup>th</sup> until the Teacher Development Account funds are exhausted. The Union shall retain copies of all receipts submitted for reimbursement which shall be provided to the Board in the event that it is required for audit purposes. The Board is not liable for any tax implications which may arise as a result of these payments.

If any aspect of this Letter of Understanding is in conflict with a direction or guideline from the Ministry of Education concerning the Teacher Development Account, the parties shall meet to discuss and resolve the matter.

On behalf of  
ETFO, Niagara

On behalf of the  
District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.

LETTER OF UNDERSTANDING  
BETWEEN  
DISTRICT SCHOOL BOARD OF NIAGARA  
AND  
ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
NIAGARA

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

1. The Committee shall hold its initial meeting within sixty (60) school days of the ratification of the 2004-2008 Collective Agreement.
2. The Committee shall be composed of up to three (3) representatives of the Local and up to three (3) representatives of the Board.
3. Any other Agent/Agencies that the parties mutually agree will assist their deliberations may be invited to attend Committee meetings to provide information. These individuals shall not be part of the decision-making and/or voting procedure.
4. Areas to be explored by the Committee shall include, but are not limited to the :
  - (a) selection of outside benefit consultants;
  - (b) total amount of funds budgeted for benefit contributions for Local members.
  - (c) methodology used to calculate monthly premium amounts;
  - (d) methodology used to calculate monthly premium amounts for benefits

enhancements;

- (e) rates of inflation utilized in calculating current and projected benefit premiums;
- (f) utilization of each type of benefit expenditure;
- (g) determination of disbursements of premium funds;
- (h) examination of provincial trends regarding benefit funding contributions;
- (i) benefit funding generated by the provincial funding formula.

5. The Committee shall meet on a quarterly basis to examine the utilization data and review the financial status of the benefit plan to ensure the benefit plan maximizes the delivery of benefits to teachers and limits cost increases to the Board.
6. The Committee will review the existing benefits plans and investigate alternative models of benefits provisions.
7. By mutual consent of the Union and the Board, the Committee may make recommendations for plan improvements for consideration and decision-making by the Board during the term of this Agreement.

On behalf of  
ETFO, Niagara

On behalf of the  
District School Board of Niagara

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Signed at St. Catharines, Ontario this 24<sup>th</sup> day of May, 2005.