

**Elementary**   
**Teachers'**  
*Federation of Ontario*

## **COLLECTIVE AGREEMENT**

**BETWEEN**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD  
(BOARD)**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO  
(ETFO)**

***SEPTEMBER 1, 2008 TO AUGUST 31, 2012***

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## **ARTICLE 1 - PURPOSE**

- 1.0 It is the purpose and intent of the Parties to set forth reasonable and fair terms and conditions of employment and other related provisions and to provide for the equitable settlement of all matters in dispute which may arise between the Parties.

## **ARTICLE 2 - SCOPE AND RECOGNITION**

- 2.01 The employer being the Hastings and Prince Edward District School Board (hereinafter referred to as "the Board") recognizes the Elementary Teachers' Federation of Ontario (hereinafter referred to as "the Union") as the bargaining agent for all Teachers employed by the Board in its elementary panel save and except occasional teachers.
- 2.02 The Union will inform the Board from time to time of who is authorized to act on behalf of the Union.

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

- 3.01 The Board shall deduct, for every pay period and for each Teacher, union dues and assessments. Dues and assessments deducted in accordance with this Article shall be forwarded to the Union on the 15<sup>th</sup> day of the month following the pay period. The Union shall inform the Board, from time to time, of the amount of such dues and assessments.
- 3.02 The payment shall be accompanied by a dues submission list showing the names, addresses, work sites, wages earned and dues and assessments deducted. In addition to providing a written copy of this information, the Board shall provide the information in electronic form.

## **ARTICLE 4 - RIGHTS AND RESPONSIBILITIES**

### **4.01 Reasonable Exercise of Rights**

The Board agrees that its rights and responsibilities shall be exercised in a manner that is reasonable, equitable, non-discriminatory and consistent with this Collective Agreement and the prevailing statutes.

### **4.02 Statutory Responsibilities**

The Board agrees to abide by the Education Act, the Employment Standards Act, the Labour Relations Act, the Occupational Health and Safety Act, the Ontario Human Rights Code and any other prevailing statutes governing education and employment in Ontario, and all regulations thereunder, except as provided herein.

### **4.03 No Penalty**



The Board agrees not to penalize or discriminate against any Teacher for participating in the activities of the Union, including exercising any rights under this Collective Agreement or the prevailing statutes of Ontario.

4.04 **No Discrimination**

- 4.04.01 The Board and the Teachers agree that there shall be equal treatment with respect to employment without discrimination or perpetuation of the effects of past discrimination, if any, because of race, ancestry, place of origin, teaching assignment, colour, ethnic origin, citizenship, creed, sex, sexual orientation, age, record of offenses, marital status, same-sex partnership status, family status or disability or by reason of membership or activity in the Union.
- 4.04.02 Family Status: The Parties agree that all employment rights (including but not limited to insured benefits, leave provisions, and survivor benefits) which depend upon or relate to spousal or marital status shall apply to Teachers in common-law and same-sex partnerships on the same basis.

4.05 **Evaluations**

- 4.05.01 Only supervisory officers, elementary principals and vice-principals shall evaluate a Teacher's competence. No member of the Union shall be required or requested to evaluate a Teacher's competence.
- 4.05.02 A Teacher shall have the right to Union representation at any meeting which is part of or results from the performance appraisal procedure following a performance appraisal which was rated unsatisfactory. Up to three (3) school days shall be allowed for the Teacher to secure Union representation, and during this time, no further discussion of the matter shall occur between the evaluator or any other agent of the employer and the Teacher. The Union will designate the Union representative who shall be one of the Released Officers or a designate.
- 4.05.03 No documents based on hearsay evidence or unfounded parent complaints will be used in the appraisal process or added to the Teacher's file.
- 4.05.04 No Teacher shall be disciplined or be subjected to any adverse effect as a sole consequence of any student test result.

4.06 **Appraisals**

Teachers shall only be appraised in accordance with the current Acts, Regulations, and Technical Requirements Manual.

4.07 **Just Cause**

4.07.01 No Teacher shall be demoted, discharged, dismissed or disciplined in any way without just and sufficient cause. Such cause shall be provided to the Teacher in writing, within 5 (five) school days from the time the Teacher is informed of any such action.

4.07.02 Prior to the imposition of any of the actions listed in 4.07.01, there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present. The Union representative shall be one of the Released Officers or a designate. Should the Board fail to hold such a meeting, any of the actions listed in 4.07.01 which the Board may have decided to impose shall be null and void.

4.08 **Terminations**

A Teacher whose employment is to be terminated for any reason shall be given notice, in accordance with the Employment Standards Act, by the Director in writing together with written reasons therefore. Terminations shall be subject to Section 4.07 (Just Cause). No Teacher shall be terminated for any reason save through the process outlined above. This provision does not apply to lay-offs (see Transfer & Surplus Articles).

4.09 **Board to Provide Insurance**

The Board shall provide insurance protection for Teachers against risks arising in the course of their employment that may involve pecuniary loss or liability on the part of Teachers covered by this Collective Agreement. Such insurance shall cover retired Teachers for any loss, damage, risk or liability which resulted from incidents which arose in the course of employment.

4.10 **Retirement and Resignation Dates**

4.10.01 The following resignation dates shall not apply to Teachers who are Surplus to the System as described in Article 37.

4.10.02 A Teacher shall provide written notice of the intention to resign in accordance with the Employment Standards Act. In order for positions to be available for pink sheets and mobility, teachers should provide written notice by April 30 of the intention to resign effective June 30 or August 31, except for Teachers who are resigning with the intention to retire, as per Article 4.10.03 below.

4.10.03 In order to accept a Commuted Value Pension payment from the Ontario Teachers' Pension Plan, Article 4.10.02,

Retirement and Resignation Dates, shall not apply. To qualify for a

Commuted Value Pension payment, the Teacher shall provide a written resignation letter for the purpose of retirement, by November 30 to be effective December 31 to June 29, and by April 30 if the Teacher intends to retire between June 30 and the last school day in December. Every effort will be made to encourage the Teacher to plan the retirement date such that it minimizes disruption to program delivery.

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

4.11 **CRIMINAL RECORD CHECKS**

4.11.01 Where the teacher consents to the criminal reference check being conducted through the Board's process (under the auspices of the Ontario Education Services Corporation (OESC)), the Board shall pay the cost associated with securing the criminal reference check.

4.11.02 Where a teacher chooses to obtain a criminal reference check on their own, outside of the Board's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the employee.

4.11.03 The Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulations 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under Article 4.11.04 below.

4.11.04 The Board shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the teacher except for the purpose of considering a recommendation for disciplinary action against the teacher or as otherwise required by law.

4.11.05 New teachers to the Board shall provide a criminal record check at their own expense as a condition of employment.

**ARTICLE 5 - VACANCIES**

- 5.01 A “vacancy” under this Article is a teaching assignment that is unoccupied because:
- 5.01.01 the incumbent has been transferred, promoted, terminated, seconded, or has resigned; or
  - 5.01.02 a vacancy has occurred as defined by current legislation; or
  - 5.01.03 enrolment increase has created a new teaching vacancy; or
  - 5.01.04 a teacher is on a personal leave of absence of one full year or longer, or
  - 5.01.05 the incumbent has died.

For Creation of New Positions -see Article 9.11.06

5.02 **Posting of Vacancies**

All postings shall include the title of the position, description of duties, requisite experience, if any, qualifications, any applicable allowances, effective date, and if it is a temporary vacancy, the probable duration.

- 5.02.01 The Board, in consultation with the Joint Staffing Committee, shall fill mid-year vacancies according to the following criteria in progression. Teachers who accept a move are not entitled to receive two days of preparation time:
  - 5.02.01.01 Teachers on Recall List (see 37.12.11.09);
  - 5.02.01.02 Consideration of Teacher transfers that are beneficial to the elementary system;
  - 5.02.01.03 Internal qualified applicants, limit two postings for three days each. No moves will occur until all assignments have been filled;
  - 5.02.02.04 Part-time Teachers seeking contract increase or consolidation in one school;
  - 5.02.02.05 External applicants.

**5.02.02 Debriefing**

A Teacher who was interviewed for a position covered by Article 5 and 9.11.06 shall receive a debriefing, if so requested, following the selection process.

5.03 **Internal and External Advertising**

- 5.03.01 **Internal Advertising During T & S**  
In the event that a vacancy occurs prior to the completion of the Transfer and Surplus (T&S) Process, and it is determined by the Joint Staffing Committee, that no Teacher who remains on the Teacher Available for Transfer (TAT) and Surplus to the System (STS) lists would or could qualify for an available position in a subject area requiring additional Ministry certification, the Board may proceed to advertise internally.
- 5.03.02 **Part Time Teachers**  
Part time Teachers who have indicated to the Human Resources Department their desire to increase their contractual entitlement, will be considered by the Joint Staffing Committee, prior to external advertising. (See also 37.12.11.09)
- 5.03.03 **External Advertising During T & S**  
If it is determined by the Joint Staffing Committee, prior to the completion of the Transfer and Surplus (T&S) Process, that the Board will be in an overall Teacher hiring position once the Transfer and Surplus (T&S) process is completed, the Board may proceed to advertise externally any unassigned positions considered to be available.
- 5.03.04 **External Hiring**  
External hiring for positions with the Hastings and Prince Edward District School Board will normally be done only after all TAT, STS and consideration of increases in contractual entitlement have been considered. External advertising will occur only after internal advertising has not filled a vacancy except as authorized by the Joint Staffing Committee.
- 5.03.05 **Advanced Pool Hiring (external)**  
In the event that the Board anticipates the need to offer employment to applicants prior to the staffing procedures described in this Collective Agreement, the Board will advertise externally for an advanced pool of Teachers following consultation with the Joint Staffing Committee. No Teacher will lose his/her employment entitlement with the Hastings and Prince Edward District School Board as the result of external hiring. Offers to advanced pool candidates will not interfere with the rights of any current members as described in the Collective Agreement. Teachers hired externally will be assigned to the Education Centre until such time as they are assigned to an elementary school by the Joint Staffing Committee.

## **ARTICLE 6 - TRANSFERS**

- 6.01 **Transfers to Alternate Location**  
Except by mutual consent, no Teacher shall be transferred by the Board from one

school to another which is located more than 40 (forty) kilometres from the original school unless it does not increase the driving distance from the Teacher's home.

6.02 **Mid-Year Transfers**

All Teachers who are transferred to a new school site or assigned a new/additional grade within the school, after the school year has started, whether or not the transfer to a new school site or assignment of a new/additional grade is by mutual consent, shall be entitled to be notified at least 5 (five) school days in advance of the transfer/assignment at least 2 (two) of which shall be preparation days without supervision or other duties for the purpose of preparing for the new assignment. Teachers receiving increases in contractual entitlement may be excluded from this benefit. Appeals concerning this decision may be made to the Joint Staffing Committee for consideration.

6.03 **Elementary Teachers Located in Secondary Schools**

Elementary Teachers will be transferred along with the Elementary students who are relocated in a Secondary School. Elementary Teachers who are relocated in a Secondary School may exchange teaching responsibilities with Secondary Teachers.

**ARTICLE 7 - PERSONNEL & MEDICAL FILES, ACCESS TO INFORMATION**

7.01 **Personnel Files**

7.01.01 The Board agrees to abide by the provisions of the Freedom of Information Act and Protection of Privacy Act, and all statutes governing personal privacy in Ontario and all regulations thereunder. As used hereafter in this Article, it is understood that "documents", "files", "materials", and "information", include all materials, in any format, including electronic.

7.01.02 The only non-medical personnel file respecting a Teacher shall be maintained by the Human Resources Department of the Board and shall be available and open to the Teacher for inspection in the presence of a designated Board representative at any reasonable time during the regular working hours. In the case of a Teacher who resides and works more than thirty km from the location where such files are kept, upon request by the Teacher, her or his file shall be transported to the teacher's worksite in a confidential manner within 10 days.

7.01.03 A Teacher shall be entitled upon request to copies, without cost, of any materials contained in her/his personnel file.

7.01.04 Where a Teacher authorizes in writing access to her/his personnel file by another person acting on the Teacher's behalf, the Board shall provide such access, as well as copies of materials contained therein, if also authorized and requested.

- 7.01.05 Teachers shall receive copies of any materials placed in their personnel files within 5 (five) school days of the material being filed.
- 7.01.06 **Documents Respecting Performance or Conduct**  
Copies of any document respecting the performance or conduct of a Teacher shall be given to the Teacher within 5 (five) school days of the writing of such document and at least 5 (five) school days prior to the document being filed.
- 7.01.07 **Signature Not Approval**  
The signature of a Teacher on any document respecting the performance or conduct of that Teacher shall be deemed to be evidence only of the receipt thereof and shall not be construed as approval of, consent to, or agreement with the contents.
- 7.01.08 A Teacher shall have the right to place material in her/his personnel file.

### **Disputing Accuracy and Completeness**

- 7.01.09 A Teacher shall be entitled to correct inaccuracies or errors in documents contained in the personnel file or to append notices of corrections or inaccuracies to documents within the file which, in the Teacher's opinion, possess errors or inaccuracies.
- 7.01.10 If a Teacher disputes the accuracy or completeness of information in the personnel file the Board shall, where possible, within 15 (fifteen) days from receipt of a written request by the Teacher stating the alleged inaccuracy, either confirm or amend the information and shall notify the Teacher in writing of its decision including reasons for that decision.
- 7.01.11 In the event the report is amended all copies of the original report shall be destroyed and replaced by the amended report.
- 7.01.12 **Material To Be Removed**  
Disciplinary material shall be removed from a Teacher's personnel file after 2 (two) years and returned to the Teacher, provided there have been no other disciplinary documents added to the file during the two year period. Evaluations shall be removed from a Teacher's file after 2 (two) years and returned to the Teacher if the Teacher so requests. No material removed from a Teacher's file shall be referred to or used against the Teacher in any way. For further clarity, but not so as to limit the generality of the foregoing, it shall not be used against the Teacher in order to demote, dismiss, discharge, or discipline the Teacher in any way, nor shall it be used against the Teacher in any arbitration or any other legal proceeding.
- 7.02 **Medical Information**  
The Board shall keep any medical information in separate files accessible only to appropriate health care professionals and the Teacher.

7.03 **Access To Board Minutes by Union and Teachers**

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

The Board shall permit a Teacher to inspect and make copies of minutes of all public meetings of the Board and public meetings of committees of the Board.

7.04 **Data for Negotiations**

7.04.01 The Union shall have access to or be furnished with a copy of any data relevant to the negotiation and administration of the Collective Agreement including but not limited to the following:

7.04.01.01 A statement of the current operating budget, including any school-by-school or Board-wide allocations for Teachers;

7.04.01.02 A statement of the current operating expenditures;

7.04.01.03 The number of Teachers participating in each benefit plan covered by this Agreement and the current premium cost of that participation;

7.04.01.04 Information on staffing, class size, and enrollment;

7.04.01.05 Any documents received from government sources which relate to the funding and operation of the Board.

7.04.02 **Accuracy May Be Disputed**

Nothing in this Article shall serve to modify or to deny the right of the Union to dispute the accuracy of any of the said records, data or information issued by or disclosed to be in the possession of the Board under Article 7.04 above.

7.05 **Board, Policies, Practices and Guidelines**

Copies of all Board policies, practices and guidelines are to be forwarded to the local ETFO president.

When revisions are submitted to the Board or school administration for information or approval, a copy will be forwarded to the local ETFO.

**ARTICLE 8 - COPIES OF THE COLLECTIVE AGREEMENT**

Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Board expense, within 30 (thirty) days of the signing of the agreement. Each applicant, when accepted for employment, shall be provided with a copy of this Collective



Agreement at Board expense.

## **ARTICLE 9 - SALARY AND ALLOWANCES**

### **9.01 Credits and Contributions**

Annually, on or before November 1, the Board shall provide to each Teacher a notice of accumulated sick leave credits in both Bank "A" and Bank "B".

9.01.02 Upon request, the Board shall provide to the Local President, or designate, the names, home addresses and work location, telephone numbers, FTE, OCT registration numbers, credit for teaching experience for grid purposes, and any other information deemed necessary for the bona fide purpose of the Union within its duty as the collective bargaining representative of the employees.

### **9.02 Method of Payment - Bi-weekly Payroll Procedures**

9.02.01 Teachers and part-time Teachers on a pro-rated basis, will be paid all salaries owing or accruing due. Twenty-six or twenty-seven, as the case may be, equal installments to be paid every second Friday commencing with the last Friday in August. Payment shall be made on the Thursday where Friday is a holiday.

9.02.02 Part-time Teachers whose service commences after the beginning of the school year shall be paid all salaries owing or due, commencing on the first full pay date in that period worked.

9.02.03 Teachers who leave the Board's employ will be paid any salary owing, up to the last day worked in accordance with the pay periods described herein. Upon request, the Teacher will be paid this salary in a lump sum payment. A lump sum payment may result in a larger tax withholding, and a corresponding reduction in net pay. A lump sum payment in June will also result in a loss of Board paid benefit coverage during July and August .

9.02.04 Where a Teacher works only a part of the school year, the Teacher shall be paid 1/194 times the number of days worked.

### **9.03 Statement of Salary and Deduction**

On the dates stipulated above, the Board will pay the Teacher by direct deposit. The Teacher will be provided with a statement of current pay, year-to-date pay and deductions.

### **9.04 College of Teachers' Deduction**

The Board will deduct College of Teachers' fees from all eligible teaching staff as determined by the College of Teachers.

9.05 **Salary Grids**

The parties agreed to grid adjustments for the school years as follows:

9.05.01 All Union members will be placed appropriately on the following grid, representing a 2.0% salary increase to a maximum of \$85,782, effective September 1, 2008:

**September 1, 2008**

<b>Year</b>	<b>Cat A</b>	<b>Cat A1</b>	<b>Cat A2</b>	<b>Cat A3</b>	<b>Cat A4</b>
0	\$39,564	\$40,859	\$44,237	\$49,024	\$52,774
1	\$41,753	\$43,699	\$45,992	\$51,220	\$54,186
2	\$44,120	\$46,087	\$47,109	\$53,412	\$55,598
3,4	\$46,001	\$48,911	\$49,449	\$56,472	\$58,954
5	\$47,873	\$51,437	\$51,986	\$59,528	\$62,306
6	\$49,962	\$54,253	\$54,818	\$62,583	\$65,660
7	\$52,134	\$56,470	\$57,947	\$65,639	\$69,012
8	\$54,450	\$59,916	\$61,117	\$68,692	\$72,364
9	\$56,828	\$62,669	\$63,557	\$71,749	\$75,716
10	\$60,374	\$65,665	\$68,081	\$76,332	\$80,748
11	\$63,919	\$68,018	\$72,605	\$80,915	\$85,782
Ult	\$68,018				

**September 1, 2009 - 2%**

<b>Year</b>	<b>Cat A</b>	<b>Cat A1</b>	<b>Cat A2</b>	<b>Cat A3</b>	<b>Cat A4</b>
0	\$40,355	\$41,676	\$45,122	\$50,005	\$53,829
1	\$42,588	\$44,573	\$46,912	\$52,245	\$55,270
2	\$45,003	\$47,008	\$48,051	\$54,481	\$56,710
3	\$46,921	\$49,889	\$50,438	\$57,602	\$60,133
4,5	\$48,830	\$52,465	\$53,026	\$60,719	\$63,552
6	\$50,961	\$55,338	\$55,914	\$63,835	\$66,974
7	\$53,177	\$57,600	\$59,106	\$66,952	\$70,392
8	\$55,539	\$61,114	\$62,340	\$70,066	\$73,811

9	\$57,965	\$63,922	\$64,828	\$73,184	\$77,230
10	\$61,581	\$66,978	\$69,443	\$77,858	\$82,363
11	\$65,198	\$69,378	\$74,057	\$82,533	\$87,498
Ult.	\$69,378				

**September 1, 2010 - 3%**

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$41,566	\$42,927	\$46,476	\$51,505	\$55,444
1	\$43,865	\$45,910	\$48,319	\$53,812	\$56,928
2	\$46,353	\$48,419	\$49,492	\$56,115	\$58,411
3	\$48,329	\$51,386	\$51,951	\$59,330	\$61,937
4	\$50,295	\$54,039	\$54,617	\$62,540	\$65,458
5,6	\$52,490	\$56,998	\$57,592	\$65,750	\$68,983
7	\$54,772	\$59,328	\$60,879	\$68,960	\$72,504
8	\$57,205	\$62,948	\$64,210	\$72,168	\$76,026
9	\$59,704	\$65,840	\$66,773	\$75,379	\$79,547
10	\$63,429	\$68,987	\$71,526	\$80,194	\$84,834
11	\$67,154	\$71,459	\$76,278	\$85,009	\$90,123
Ult.	\$71,459				

**September 1, 2011 - 3%**

Year	Cat A	Cat A1	Cat A2	Cat A3	Cat A4
0	\$42,813	\$44,214	\$47,870	\$53,050	\$57,107
1	\$45,181	\$47,287	\$49,769	\$55,426	\$58,636
2	\$47,743	\$49,871	\$50,977	\$57,798	\$60,164
3	\$49,778	\$52,928	\$53,509	\$61,110	\$63,795
4	\$51,804	\$55,660	\$56,255	\$64,417	\$67,422
5	\$54,064	\$58,708	\$59,319	\$67,722	\$71,052
6,7	\$56,415	\$61,107	\$62,706	\$71,029	\$74,679
8	\$58,921	\$64,836	\$66,136	\$74,333	\$78,306
9	\$61,495	\$67,815	\$68,776	\$77,641	\$81,933
10	\$65,332	\$71,057	\$73,672	\$82,600	\$87,379
11	\$69,168	\$73,603	\$78,567	\$87,559	\$92,826
Ult.	\$73,603				

**9.05.06 Pen Ult. (PEd.) And Ult.**

Teachers currently employed as of September 01, 1998 who have been classified by their previous Collective Agreements, in the "Pen Ultimate" (Prince Edward) And "Ultimate" Cells will continue with this classification.

**9.05.07 Newly Hired Teachers**

Newly hired Teachers shall be paid in Category A1 until such time as

they provide proof of a different category classification.

9.05.08 **Part Time Teachers**

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

9.05.09 **Salary for Part of a Year**

Where a Teacher is employed to work only part of the school year, and is paid within that period, the salary will be in proportion that the number of days worked compared to the total number of school days in the school year.

9.06 **Credit For Teaching Experience**

The following shall apply for the purpose of determining the annual salary appropriate to a Teacher's teaching experience:

- 9.06.01 All Teachers shall be entitled to a salary allowance for all previous certified teaching experience approved by this Board and its predecessor Boards up to and including, but not exceeding, the maximum salary in the salary level appropriate to their qualifications, as outlined below.

**Teaching Experience From Other Boards/Jurisdictions**

9.06.02 Approved and certified teaching experience is defined as teaching in a publicly supported school or, at the discretion of the Director or Education, in a privately supported school. Teaching experience in a College of Applied Arts and Technology or similar institution maintained by public support and under the Ministry of Education and Training of Ontario, or in a Teachers' College or College of Education under the Ministry of Education and Training of Ontario, a University, or with the Human Resources Development Canada Retraining Program in a regular certified program will be admitted as approved and certified teaching experience for salary allowance purposes provided that the Teacher was in possession of an Ontario Teaching Certificate for the period(s) involved. Credit given will be pro-rated for teaching for part of a school year.

9.06.02.01 No later than August 31 of the current school year, a Teacher requesting information from another jurisdiction shall file a copy of the request(s) for certification of previous teaching experience with the Human Resources Officer, Teaching Staff, coincident with the request to other Board(s). A Teacher shall be entitled to the salary rate reflected in the higher grid placement retroactive to the first day of teaching for this Board, or the beginning of the current school year, whichever is less.

9.06.02.02 **Full Retroactivity**

In the event that a copy of the request for certification of previous teaching experience was sent to the Board, as described in 9.06.02.01 above, retroactivity to the beginning of that school year will be allowed.

### **Teaching Experience From HPEDSB**

- 9.06.03 Teaching experience for less than a full-time assignment and/or less than a full school year shall be accumulated and recognized as follows:
- 9.06.03.01 A teacher who works the equivalent of half or more of the full days in a regular school year receives one year of credit. 1.0 years of credit is the maximum to be accumulated in one school year (FTE = a full school year). Experience will be calculated and applied as of September 1<sup>st</sup> of each year.
- 9.06.03.01.01 A teacher who works the equivalent of less than half of the full days in a regular school year shall receive credit for the number of days worked. When the number of days accumulated represents half or more of the full days in a regular school year, the teacher will receive one year of credit. Experience will be calculated and applied as of September 1<sup>st</sup> of each year.
- 9.06.04 Additional approved and certified teaching experience as a Hastings and Prince Edward District School Board contract and/or occasional Teacher will be recognized to a maximum of one year experience per school year calculated in accordance with 9.06.03.

### **9.07 Determination of Salaries**

- 9.07.01 **Category Classification Level**  
Establish the correct Category Classification Level on the Salary Schedule according to QECO Certification Plan(s) or as otherwise provided for in this agreement. (See Article 9.09 - QECO - Category Classification)
- 9.07.02 **Increment**  
In the Classification Level decided according to Article 9.07.01 above, establish the correct number of full years of approved and certified teaching experience, such placement not to exceed the number of years of experience provided for in the Level concerned. (See Article 9.06)
- 9.07.03 **Allowances for Training and Related Experience**  
Add to the salary arrived at in Article 9.07.01 and 9.07.02 above, any related experience allowance to which the Teacher may be entitled

under this agreement, provided that the combined teaching and related experience allowances do not exceed the maximum salary provided for in the Level concerned. (See Article 9.06)

9.07.04 **Responsibility and Additional Degree Allowances**

Add to the salary arrived at in Articles 9.07.01, 9.07.02, and 9.07.03 above, any responsibility and additional degree allowances provided for in this agreement.

9.08 **No Adverse Effect**

No Teacher who was in the employ of the Board on the day prior to the effective date hereof shall be adversely affected with respect to either grid placement or movement on the grid by reason of the application of Articles 9.06 and 9.07 or by reason of implementation of the new Collective Agreement.

9.09 **QECO - Category Classification**

Each Teacher's category classification on the salary grid shall be determined by the application of a QECO program with the following considerations:

9.09.01 Throughout this agreement references to The Qualifications Evaluation Council of Ontario (QECO) Evaluation Statements are related to the current QECO program.

9.09.02 Each Teacher shall be placed in the salary level appropriate to the statement of evaluation.

9.09.03 Each elementary school Teacher shall obtain a Statement of Evaluation under a Qualifications Evaluation Council of Ontario (QECO) Programme and submit this to the Human Resources Department.

9.09.04 Teachers who are not qualified to teach in the elementary schools under current Regulations or who are teaching for the year under a letter of permission from the Ministry of Education and Training, will be placed in Category A1, Increment 0 until such time as they achieve a QECO rating.

9.09.05 A Teacher whose Statement of Evaluation under The Qualifications Evaluation Council of Ontario (QECO) Programme 3 or The Qualifications Evaluation Council of Ontario (QECO) Programme 4 places them in either Category D, C or B shall be placed in Category A Experience Level 12 except as outlined in the 1997-98 elementary Collective Agreements of the two former Boards of Education.

9.10 **Category Changes - Salary Level Adjustment**

9.10.01 For elementary school Teachers the QECO Certification Statement endorsed with a category rating is the document accepted by the Board for the purpose of making salary level adjustments.

9.10.02 Upon receipt of a QECO Certification Statement, a Teacher shall be paid retroactively to the first day worked at the salary level appropriate to the higher category rating. Notwithstanding the foregoing, retroactive adjustments shall not be made beyond one school year worked. In situations where the QECO rating is subject to appeal procedures, timelines shall be extended to accommodate the appeal process, subject to an October 31 of the following year deadline.

9.10.03 **Full Retroactivity**

To ensure full retroactivity of Salary Level Adjustment, a Teacher requesting a change in category by QECO under the QECO Certification Plan(s) shall file a copy of the application for certification change with the Human Resources Officer, Teaching Staff, coincident with the application to QECO .

9.10.04 **Certification Change Retroactivity Limits**

A Teacher who does not file a copy of the application for certification change with the Board as described in 9.10.03 above by August 31 of the current school year, shall be entitled to the salary rate reflected in the higher category, retroactive to the date of certification effectiveness in accordance with 9.10.02 above, or the beginning of the current school year, whichever is less.

9.11 **Responsibility Allowances for ETFO Teachers**

9.11.01 **Acting Principal/Vice-Principal**

9.11.01.01 When a Principal or Vice-Principal will be absent from the school, the Board may appoint a Teacher as an Acting Principal or Vice-Principal to fulfill the duties of the absent administrator for 20 consecutive days or more.

9.11.01.02 The Teacher shall receive the same compensation and benefit package as other Principals or Vice-Principals with an equivalent position in the Board. The Teacher shall not receive less on a per diem basis than the Teacher would receive under this Collective Agreement.

9.11.01.03 The Teacher in an Acting Principal/Vice-Principal role shall be entitled to return to the Teacher's former position in the Union if it still exists, or a comparable position if it does not, with full rights and privileges as though there had been no break in service within the Union providing the Acting assignment does not exceed one school year less a day.

9.11.02 **Teacher In Charge**

9.11.02.01 In the event that the Board's regularly designated school

leader is absent for a half-day or more, a Teacher shall be asked to assume Teacher In Charge responsibilities during that absence with commensurate release time for the Teacher In Charge.

9.11.02.02 The Teacher in Charge shall be paid a per diem rate of \$30.00 in addition to the employee's regular salary. Payment will be made in full or half days. The Teacher In Charge will receive this extra payment on the last pay date in December and the last pay date in June.

9.11.02.03 The Teacher will continue to be subject to all terms and conditions of this Collective Agreement, and shall not discipline or evaluate other members of the Bargaining Unit.

9.11.02.04 Nothing in this Article prevents the Teacher from declining the opportunity to assume the Teacher In Charge duties.

9.11.02.05 An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal.

9.11.03 **System and School Group Co-ordinators; System Special Education Resource Teachers:**

A Teacher assigned by the Board the additional responsibility of a coordinator at the system or school group level, or assigned the additional responsibility of system Special Education Resource Teacher for Developmentally Delayed students, shall be paid, in addition to the salary appropriate to the Teacher's teaching experience, related experience and qualifications, an allowance for additional responsibility as follows:

- Coordinator - Board Support Staff
- Special Ed. Resource (Dev. Delayed)
- School Group Resource Staff

2008 - 2009	\$3,950.00
2009 - 2010	\$4,029.00
2010 - 2011	\$4,150.00
2011 - 2012	\$4,274.00

No individual shall be paid more than one full-time equivalent (F.T.E.) responsibility allowance. The responsibility allowance will be pro-rated based on the percentage of time assigned to the position. (Example: ½ time Consultant = Resp. Allowance X ½ = allowance).

9.11.04 **Creation of New Position of Responsibility**



- 9.11.04.01 Any Teacher appointed to a position of responsibility referred to in this Agreement shall be paid the appropriate allowance.
- 9.11.04.02 The Board may create or designate new positions of responsibility. It is agreed that where a new position of responsibility is to be filled by a Teacher who comes within the scope of this agreement, the salary or allowance for the position will be negotiated.
- 9.11.04.03 The Board, upon creation of any position(s) not included in this agreement and before the hiring of any member to fill such position(s) shall notify, in writing, the President of the Union.  
  
The Board shall post in every school a notice of every new position at least 5 (five) school days before the position is to be filled and invite applications. Those to be interviewed will be notified.  
  
Concurrently a copy of such notice shall be sent to the Union and to the home and address of each Teacher who is on leave (at Teacher request) or who is entitled to recall under this Collective Agreement.
- 9.11.04.04 The Board and Union shall negotiate the salary and allowances, therefore, of any new position as referred to in 9.11.06.01. Such salary and allowances shall be retroactive to the date of appointment of the member.
- 9.11.04.05 When the salary and allowances for any new position of responsibility have been agreed to as in 9.11.06.02, this agreement shall be amended.

9.12 **Additional Degree Allowance**

9.12.01 **Definitions of Additional Degrees**

- 9.12.01.01 A post-graduate degree is an earned degree at the Doctoral level.
- 9.12.01.02 A graduate degree is an earned degree at the Master's level.
- 9.12.01.03 An additional degree is an earned degree (usually a Bachelor's Degree) conferred after the first undergraduate degree.

9.12.02 **Evaluation**

All degrees for which additional allowances are made are to be degrees from a Canadian University. Where degrees have been conferred by

other than a Canadian University, the holder is responsible for providing equivalence to a Canadian Degree at the same level.

9.12.03 **Additional Degree not used for QECO Certification**

Where a second degree or part of that degree is used for the purpose of obtaining a higher Qualifications Evaluation Council of Ontario (QECO) Certification Rating Statement Category, the degree shall not qualify for any additional allowance.

9.12.04 **Additional Degrees Not Recognized**

No allowance will be made for Bachelor of Education or Bachelor of Divinity Degree.

9.12.05 **Allowances**

9.12.05.01 For a Master's Degree (or B. Paed.) Allowance shall be:

September 1, 2008	\$734.00
September 1, 2009	\$748.00
September 1, 2010	\$771.00
September 1, 2011	\$794.00

9.12.05.02 For a Doctoral Degree the allowance shall be (only one of these degrees may be claimed):

September 1, 2008	\$1422.00
September 1, 2009	\$1450.00
September 1, 2010	\$1494.00
September 1, 2011	\$1539.00

9.12.05.03 For certain second degrees (such as BLSc, Bph) where the degree is related to the Teacher assignment, an allowance of \$350.00 will be made.

9.12.05.04 Only one additional degree allowance is payable to an eligible Teacher.

9.12.06 **All Teachers Eligible for Additional Degree Allowances**

Allowance for additional degrees, as described above, shall be permitted to pierce salary maxima.

9.12.07 **Salary Adjustments Due to Additional Degrees**

Salary Adjustment occasioned by the acquisition of a second graduate or post-graduate degree will be made in the same manner as a change in salary level (see Article 9.10)

9.13 **Payroll Deductions**

With the authorization of the Teacher, the Board shall make the appropriate payroll deductions from a Teacher's pay for the following purposes:

Canada Savings Bond purchases  
Group RRSP contributions  
United Way contributions  
ETFO Humanity Fund - with a one-time \$20.00 withdrawal in September of each year. ETFO members may declare an exemption by completing the Humanity Fund Exemption Form. (See Page 93)

## **ARTICLE 10 - EXPENSES**

### **10.01 Expense Allowances**

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

### **10.02 Professional Development Expenses**

The Board shall reimburse a Teacher for all reasonable expenses connected with any educational or teaching conferences, conventions, workshops or courses attended by the Teacher as required by the Board.

### **10.03 Travel Expenses**

10.03.01 A Teacher who travels between schools during the school day shall be reimbursed for such travel at the Board approved rate for academic personnel.

10.03.02 In respect of other travel authorized by the Board, a Teacher shall receive reimbursement at the Board approved rate for academic personnel.

10.03.03 No teacher shall be required to transport students or other individuals in the Teacher's personal vehicle or any other vehicle.

### **10.04 Additional Qualifications Fund**

10.04.01 The Board shall provide a fund of \$35,000.00 per school year for retraining and professional upgrading. The screening and approval of funds will be done by the Local Union. The Board will rebate the \$35,000.00 fund to the Local Union by September 1 and the Local Union will provide an accounting of the use of the funds upon request of the Board.

#### **10.04.02 Eligibility**

Applicants must be members of the Local during the period of time that the course was taken and at the time of approval.

10.04.03 Only those courses equivalent to Ministry of Education standards or recognized by the Ontario College of Teachers or QECO will qualify for

assistance.

10.04.04 **Allocation**

10.04.04.01 Funds up to \$350.00 for a half course or up to \$500.00 for a full course may be available for each eligible applicant.

10.04.04.02 Any funds remaining in the Additional Qualifications Fund (10.04), the Professional Development Fund (10.05) and the Technological Enhancement Fund (Article 47) may be shared among the three (3) funds after allocations from each fund have ended. After March 31 of each school year, the combined surplus from the three (3) funds, if any, will be applied to the Local ETFO Executive for distribution. In the event that the combined surplus has not been fully depleted in accordance with its guidelines by the end of June, additional approvals for late applicants to the Additional Qualifications Fund, the Professional Development Fund and the Technological Enhancement Fund may occur, in accordance with these guidelines, or the surplus may be re-allocated by ETFO and the Board.

10.05 **Professional Development Fund**

The Board shall provide a Professional Development Fund of \$20,000.00 per school year for teacher initiated professional development.

**ARTICLE 11 - WORKING CONDITIONS**

11.01 **School Year**

Teachers shall not be required to work any days preceding the official start of the school year for students except in years where 194 school days are not available between Labour Day and June 30.

No Teacher shall be required to work before the start of the school year for pupils unless this day is designated by the Board/ETFO joint committee as one of the 194 school days.

11.02 **School Timetables/Plans**

The Joint Staffing Committee will review school timetables and school plans annually to ensure compliance with the Collective Agreement based on mutually agreed upon time lines, (see 17.04.01).

11.03 **Extra-Curricular Activities**

It is understood that extra-curricular activities are voluntary.

#### 11.04 **Instructional Time**

The Parties agree that each Teacher's instructional time shall be as follows, which shall not be changed without the consent of the Union:

- 11.04.01 Part-time Teachers shall have their instruction-to-pupil time pro-rated,
- 11.04.02 The Board shall ensure that each full-time Teacher in elementary schools is assigned to provide instruction to pupils for each cycle of five (5) instructional days during the school year for no more than fifteen hundred (1500) minutes less the prep time provided as outlined within Article 11.05.
- 11.04.03 The Instructional Day shall be 300 minutes commencing with the start of opening exercises or the start of instruction, whichever comes first, and ending with students' dismissal from school for the day exclusive of lunch, nutritional and recess breaks.

#### 11.05 **Preparation Time**

Exclusive of morning and afternoon recesses and the lunch period, each Teacher on a full-time assignment shall be assigned preparation time free from supervisory, teaching or other duties within each cycle of five (5) instructional days. Preparation time shall be used for professional activities as determined by the Teacher, and will take place during instructional time.

- 11.05.01 Effective September 1, 2008, each full-time teacher shall receive 200 minutes of preparation time per cycle of five (5) instructional days.
- 11.05.02 Effective September 1, 2009, each full-time teacher shall receive 210 minutes of preparation time per cycle of five (5) instructional days.
- 11.05.03 Effective September 1, 2010, each full-time teacher shall receive 220 minutes of preparation time per cycle of five (5) instructional days.
- 11.05.04 Effective September 1, 2011, each full-time teacher shall receive 230 minutes of preparation time per cycle of five (5) instructional days.
- 11.05.05 Effective August 31, 2012, each full-time teacher shall receive 240 minutes of preparation time per cycle of five (5) instructional days.
- 11.05.06 Notwithstanding other provisions in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignment in the Arts in more than one elementary school. This shall be done in consultation with the Joint Staffing Committee.
- 11.05.07 Notwithstanding other provisions in the Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The

Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.

- 11.05.08 Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- 11.05.09 Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- 11.06.01 In those situations where a six-day (6-day) cycle is in place, preparation time will be assigned in proportion to an equivalent factor for a five-day (5-day) cycle.
- 11.06.02 Teachers on part-time assignment shall have the amount of preparation time pro-rated as per their teaching assignment.
- 11.07 Every effort shall be made to provide preparation time in blocks as large as possible, however, preparation time will be provided to individual teachers in blocks not less than thirty (30 minutes), except by approval of the Joint Staffing Committee.

11.08 **Lunch Break**

Each Teacher shall receive each day an uninterrupted and continuous period of not less than forty (40) minutes for lunch, free from supervisory, teaching or other assigned duties (reference: Regulation 298.s. 3, Daily Sessions).

11.09 **N.I. Day**

Following the establishment of the number of professional activity days by the Ministry of Education and the scheduling of those days by the Tri-Board Committee, plans for non-instructional days subject to the Ministry of Education requirements in respect to non-instructional days will be determined by the Union-Management Committee. Teachers will follow these non-instructional day plans unless a prior approval for an individual school plan is given by the committee.

- 11.09.01 The parties agree that the Professional Activity day(s) designated above may be scheduled by the board, in consultation with the Union, either as full days or in half-day segments.
- 11.09.02 The parties acknowledge that the Professional Learning Enhancement described in Memorandum 2008: B10 is designed to offset the incremental costs of providing teachers with alternative professional development and training opportunities, to compensate for the loss of

the equivalent of one day of professional development and training in 2009-2010 and two days starting in 2010-2011 and not for creating new entitlements under the Collective Agreement.

**11.10 Time for Travelling**

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

11.10.02 When travelling time occurs, it shall be exclusive of preparation time.

**11.11 Workload**

11.11.01 Assignments in each school shall be allocated equitably.

11.11.02 A Teacher may request a review of assignments by the School Staffing Committee. The School Staffing Committee will convene, review and make written recommendations to the Teacher and Principal within two weeks, unless times are extended by mutual agreement.

**11.11.03 Combined Grades**

The School Staffing Committee will explore alternatives to minimize the impact of combined grade classes.

**11.11.04 Working Conditions**

The Joint Staffing Committee shall convene for the purpose of reviewing JK/SK class sizes each fall and make written recommendations to the Senior Administrative Council regarding improvement to the educational environment.

When a Teacher believes an assignment is unreasonable, the situation will be referred to the Principal and the School Staffing Committee for review and adjustment. If the Teacher is not satisfied with the results of this review and possible adjustment, the Teacher may report the situation to the appropriate Supervisory Officer and the designated Union representative for further consideration. The appropriate Supervisory Officer and the designated Union representative shall meet with the Principal to review any situation which is reported to them.

**11.12 Educational Improvements and Efficiencies/ Supervision Time**

11.12.01 The Joint Staffing Committee will study methods of improving the educational environment in the elementary schools in the Hastings and Prince Edward District School Board.

11.12.02 The Committee will make recommendations to the Senior Administrative Council regarding improvements to the educational environment.

11.12.03 Supervision time shall be defined as the time a teacher is assigned to

supervise students outside the 300 minute Instructional Day (Article 11.04). Unless specifically assigned on the school supervision schedule, teachers shall not be required to perform supervision duties outside of the Instructional Day (Article 11.04). For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, classroom and lunchroom duty, and other assigned duties undertaken before the beginning of opening exercises or start of instruction whichever comes first in the morning, during the lunch or nutrition interval(s), during recesses, or after the Instructional Day.

- 11.12.04 Effective on the date of ratification, the maxima of supervision minutes for elementary teachers will be 80 minutes within each cycle of five instructional days. Scheduled supervision duties include, but are not limited to, yard duty, hall duty, bus duty and lunchroom duty.
- 11.12.05 Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- 11.12.06 The Board will assign supervision on an equitable basis wherever possible.

#### 11.13 **Teacher Absence**

The Board shall provide an Occasional Teacher when a Teacher is absent. Teachers will not be required to cover other Teacher absences, except in exceptional circumstances, where an Occasional Teacher, either qualified or unqualified, is not currently available. In such circumstances missed prep time will be paid back in accordance with Article 11.05.08. Teachers will not be required to assume the instructional and/or supervision duties caused by a staff member's absence, except in exceptional circumstances as referenced above.

#### 11.14 **Regular Staff Meetings**

- 11.14.01 Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of regular staff meetings shall be set within the first month of the school year and communicated to all teachers. Regularly scheduled staff meetings may include administrative/organizational issues, professional development, training and other matters aligned with school and board goals. Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit agenda items to the Principal for consideration.
- 11.14.02 At the beginning of the school year, the School Staffing Committee will



meet to discuss the desired timing and frequency for regular staff meetings.

- 11.14.03 An agenda shall be distributed to all Teachers before the staff meeting.
- 11.14.04 Teachers may place items on the staff meeting agenda.
- 11.14.05 Where school union representatives (e.g., School Stewards or designates, Local or Provincial Executive or Committee members) are required to attend union meetings to represent staff, they shall be excused from school meetings, and shall receive meeting notes to keep them updated as required.
- 11.14.06 The ETFO School Steward may call school Teacher meetings from time to time to provide information, discuss issues and carry on union business. Such school meeting should not conflict with staff meetings. A suitable space in the school will be provided at no charge.
- 11.14.07 Staff meetings will end before 5:00 p.m. except with the consent of the School Staffing Committee.

#### 11.15 **School Support Persons**

##### 11.15.01 **Educational Assistants**

Educational Assistants who are assigned duties in classrooms are responsible to the Teachers of those students and to the principals of those schools.

- 11.15.02 Members of ETFO are not required to evaluate any other Board employee.

##### 11.15.03 **School Support Person Job Descriptions**

School Staffing Committees will be given copies of all School Support Person job descriptions, upon request.

#### 11.16 **Student Behaviour and Discipline**

The on-site school administrator will provide the necessary support in matters involving safety and discipline for all students in the school until the administrator designated for that class is available.

### **ARTICLE 12 - STAFFING NEEDS - STAFFING FORMULA**

- 12.01 In accordance with the elementary staffing time lines, the appropriate Superintendent shall calculate the anticipated system staffing needs, using the Board's projected average daily enrolment (ADE) for the following school year. The Superintendent will send the staffing calculation spread sheets to the local ETFO President for review and verification of the calculations.

Elementary average daily enrolment refers to students enrolled in Junior Kindergarten (JK) to Grade Eight (8) whether in an elementary or secondary school setting. Elementary core staffing is calculated in accordance with Ministry regulations. School Needs staffing described in 12.03 will be first applied to core staffing for class size purposes, following discussion with the Joint Staffing Committee.

The system projected staffing needs will be based on Ministry regulations and the following:

**Core ADE**

For core staffing purposes at the school level, the ADE does not include students enrolled in self-contained special education classes. These classes are staffed through the central allocation of special education staff.

The anticipated system staffing needs will be based on the sum of the following components:

**12.02 CORE Teaching Staff**

CORE Teaching Staff are those Teachers who are required by the system to provide the school class size averages as described in the collective agreement and by the Ministry, and the required additional teaching staff who provide Preparation Time as described in Article 11.05. At the school level, these CORE Teaching Staff provide the timetabled curriculum delivery service to the school's classes, with attendant reporting expectations. The number of staff generated under this Article will be assigned to classroom teaching.

CORE Teaching Staff will be determined for a school, as described below:

12.02.01 **School CORE Staff.** Based on the ADE in a school, each school will be staffed on a ratio of 24.5:1.

12.02.02 School CORE Prep Time Staff will be used to provide preparation time. This staff will continue to be used to provide full class coverage from programs such as Music, Library, Phys. Ed., Computers and other subject areas.

**12.03 System School Needs Staff**

Based on the elementary system's Core Average Daily Enrolment and using a factor that will not be less than 2.166/1000 full time equivalent of core students, the number of System School Needs Staff will be generated. This staff will be allocated to address individual school needs, including centrally assigned staff to the position of System Educational Technology Support (SETS). The number of System School Needs Staff and the number of SETS staff will be determined following consultation with the Joint Staffing Committee.

### **School Needs Staff Factor**

The difference between the number of System School Needs Staff and the number of SETS will be used to determine the School Needs Staff factor by the Joint Staffing Committee for allocation to schools.

After the allocation to core staff as outlined in 12.02, the principal in consultation with the School Staffing Committee shall determine the deployment of this School Needs Staff to meet individual school needs and priorities. (This staff can be used for a variety of school needs and priorities such as withdrawal music, individual/small group computer instruction, combined grades, JK/SK Infusion, library, gifted, withdrawal remedial and other programs.)

### **12.04 Special Education Staffing**

Special Education Staffing allocations to all Special Education programs at all levels will be determined centrally, following consultation with the Joint Staffing Committee. Based on the Average Daily Enrolment, and using a factor which will not be less than 6.186 Teachers per 1000 full time equivalent students. The staff generated will be allocated to the elementary panel for the school year to provide additional programming alternatives for students.

#### **12.04.01 School/ School Group/System Special Education Resource Staff/Coordinators**

The number of School, School Group and System Special Education Resource Staff/Co-ordinators will be determined centrally, following consultation with the Joint Staffing Committee. This staff is part of the total described in Article 12.02.02. System Special Education Resource for Developmentally Delayed Students are included in this total.

#### **12.04.02 Elementary Special Education Programs**

Segregated Special Education programs and classes will be determined centrally and deployed by the Superintendent of Special Education or designate, following consultation with the Joint Staffing Committee. Preparation Time Staff, in accordance with 12.02.03 above, will be transferred to a school to support the system's allocation of any special education staff to a school, if deployment of the additional staff to a school necessitates the provision of preparation time by that school. This Special Education staff is part of the total described in 12.04.

#### **12.04.03 Section 23 and Low Incidence Programs**

These Special Education staff are considered to be in addition to Special Education Staff as described in 12.04 and may require Core Prep Time Staff support as described above.

### **12.05 System Coordinators**

Based on an Average Daily Enrolment of 12,933 FTE students, 6 Teachers will be

allocated to the elementary panel as System Coordinators. The responsibilities of these staff will be determined centrally.

12.06 **Breakage Staff**

There will be an additional 2.0 F.T.E. staff which Superintendents may use to resolve staffing problems or other staffing anomalies that tend to arise each year. Such staffing will be allocated no later than September 30, unless approved otherwise by the Joint Staffing Committee.

12.07 **Staffing Adjustments**

Each September the Joint Staffing Committee will examine the actual enrolment, as compared to projected enrolment, in each school. A meeting of the Joint Staffing Committee shall be scheduled no later than the third week in September to review the enrolment and school needs data and make recommendations to the Board and Union for possible adjustments to staffing, if necessary. The Joint Staffing Committee will make recommendations to Senior Administration concerning necessary adjustments to staffing in each school. No adjustment in staffing during the school year will be made except by prior consultation with and approval by the Joint Staffing Committee.

12.08 The Joint Staffing Committee shall use the Staffing Form when reporting the number of school staff to the principal and School Staffing Committee. With mutual consent, the form may be revised.

12.09 **Peer Coaching and Mentoring**

Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.

**ARTICLE 13 - RETURNING FROM LEAVES OF ABSENCE AND SUPPORT STAFF POSITION(S)**

13.01 Support Staff include Teachers who are System Co-ordinators, System Special Education Resource Teachers, System Educational Technology Support other Teachers designated by the Joint Staffing Committee.

13.01.01 A Teacher who begins a leave of absence or who begins a term of service on the Support Staff and who subsequently returns from the leave or who completes the term of service is subject to the staffing processes.

13.01.02 A Memorandum of Understanding between the Teacher and the Joint Staffing Committee specifies the agreed conditions of the assignment and of the re-entry into a school staff. Changes to this Memorandum must be mutually agreed upon by the Teacher and Joint Staffing Committee.

- 13.01.03 A Teacher who accepts a Support Staff position or ETFO approved Union Leave retains entitlement to return to the same school subject to the staffing processes and the Memorandum of Understanding between the Teacher and the Joint Staffing Committee.
- 13.01.04 Information concerning re-entry of Support Staff to a classroom position will be submitted to the Joint Staffing Committee when it becomes available.
- 13.01.05 An incumbent may re-apply for a position as described in 13.01 at the end of the term. The experience of an incumbent shall be considered in the appointment process.
- 13.01.06 Any leave taken during the term of the position shall be considered as part of the term of the position

**ARTICLE 14 - JOINT STAFFING COMMITTEE**

**14.01 Composition of the Joint Staffing Committee**

The Joint Staffing Committee is composed of the Local ETFO President, the Local Grievance Officer and one other ETFO representative, one Superintendent, two representatives of Administration and the Human Resources Officer, Teaching Staff (non-voting), or their designates.

**14.02 Responsibilities of the Joint Staffing Committee**

- 14.02.01 The Superintendent and the Local President (or designate) shall be co-chairs of the Joint Staffing Committee.
- 14.02.02 The Human Resources Officer, Teaching Staff, acts as Recording Secretary.
- 14.02.03 Minutes of each meeting of the Joint Staffing Committee shall be delivered to each member of the Committee three days following the meeting of the Joint Staffing Committee.
- 14.02.04 Signed Memoranda of Mobility, shall be kept on file.
- 14.02.05 The Joint Staffing Committee meets at the call of either of the Co-chairs.
- 14.02.06 To establish and modify, as required, time lines throughout the year.

**14.03 Procedures of the Joint Staffing Committee**

- 14.03.01 The Joint Staffing Committee develops, reviews and alters such operating practices as it deems necessary for the efficient

implementation of its mandate, provided that no practice contravenes the provisions of the Collective Agreement.

14.03.02 The Joint Staffing Committee shall be responsible for Mobility.

15.03.03 As information on the status of staffing becomes available, it will be released by agreement of the Joint Staffing Committee.

## **ARTICLE 15 - DETERMINING STAFFING PROCEDURES, NEEDS AND VACANCIES**

15.01 Annually in October the Joint Staffing Committee reviews its staffing policies, processes and procedures. Recommendations from this review agreed to by ETFO Local and the Board shall become part of the operations of the Joint Staffing Committee for that year.

15.02 The Joint Staffing Committee verifies Board information concerning staff levels, including Average Daily Enrolment (ADE), School and County Staffing totals, staffing calculations and other data that is relevant and authorizes release of school staffing information to Principals and School Staffing Committees. (See T&S Process, Article 37.04 and Article 12, Staffing)

15.03 The Joint Staffing Committee will be consulted prior to determining the method to be chosen to fill vacancies. (See Vacancies, Article 5)

15.04 In the event that the Board determines that Teacher relocations will be required to meet program needs after September 1, the Joint Staffing Committee will develop and manage strategies that are consistent with the Collective Agreement. (See Article 38, September Enrolment Imbalances, & Article 6, Transfers).

### **15.05 Job Sharing**

Two teachers may agree to job share (two people, working part-time in one position), subject to the terms of the job share being acceptable to the Board, the teachers involved and the Union, in accordance with guiding principles developed by the Union-Management Committee. Applications for consideration of this arrangement must be submitted to the Human Resources Officer no later than the end of April.

## **ARTICLE 16 - MOBILITY**

16.01 Mobility is a process to address staffing needs with consideration for geographic, academic, and personal requirements. Mobility may be in the form of an exchange or placement in a vacancy, or in conjunction with Transfer and Surplus process.

16.01.01 The Joint Staffing Committee will establish Elementary Staffing Process time lines prior to March 31.

16.01.02 A Mobility Meeting will be held, attended by the members of the Joint Staffing Committee, to place teachers for the following reasons:

- \* increase of time
- \* consolidation of time

- \* teachers have been declared available for transfer from their school
- \* teachers have been declared surplus to the system
- \* teachers have requested voluntary mobility
- \* teachers have requested an exchange
- \* administrative transfers
- \* staffing imbalances (Article 38)

16.01.03 The Joint Staffing Committee finalizes moves at such times as it may deem appropriate, subject to the terms of the Collective Agreement.

16.01.04 Following the conclusion of the Mobility Meeting all remaining vacancies will be posted as per the elementary staffing process time lines.

16.01.05 A Teacher's Mobility is deemed to be complete when agreed to by the Joint Staffing Committee and the Teacher.

16.01.06 A Mobility placement may be for part of a year or one school year. At the end of the school year, a Teacher must return to his/her home school(s) or become a permanent member of the schools(s) to which the Teacher is on Mobility assignment, subject to the Transfer and Surplus process and the approval of the Joint Staffing Committee. The Teacher shall give notification by March 31 or some other time as determined by the Joint Staffing Committee as to their intent for the following year.

16.02 **Voluntary Mobility**

Voluntary Mobility is a request for a transfer to another school, which is initiated by a Teacher.

16.02.01 A Teacher wishing to be considered for voluntary mobility shall apply in writing to the Human Resources officer, Teaching Staff (see HPEDSB Information Form, Article 37) in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC.

16.02.02 The Teacher shall notify the school's principal and Steward of their intent to apply for Mobility to allow the School Staffing Committee to plan for potential program needs in the event that the Teacher's Mobility transfer is successful.

16.02.02.01 Where assignments of Board Administrators are known, they shall be made public prior to the closing date for Mobility.

16.02.03 The Human Resources Office, Teaching Staff will confirm receipt of the Teacher's Mobility Application to the Teacher's principal.

16.02.04 By requesting a transfer, the Teacher's name will be entered on the

Voluntary Transfer List.

- 16.02.05 A Teacher may withdraw or modify the request prior to the Mobility Meeting as per the elementary staffing process time lines.
- 16.02.06 Teachers may reject mobility offers.

16.03 **Teacher Exchange**

An exchange is a temporary trading of positions between Teachers at two different schools.

- 16.03.01 Requests for an exchange must have the agreement of all Teachers and Principals involved.
- 16.03.02 Requests shall be made in writing to the Human Resources Officer, Teaching Staff (see HPEDSB Form, Article 37) in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC.
- 16.03.03 Requests will be made for a one year period but may be renewed for a second year with the agreement of all parties.
- 16.03.04 At the end of the second year, the Teachers must return to their original school. If all parties agree, the exchange will become permanent.
- 16.03.05 Exchange teachers remain attached to their original school for the purposes of transfer and surplus until such time as the exchange becomes permanent.
- 16.03.06 The Joint Staffing Committee finalizes moves at such times as it may deem appropriate, subject to the terms of the Collective Agreement.

16.04 **Administrative Transfer**

Administrative Transfer is a transfer of a Teacher from one school to another, which is initiated by the Board, to address program and staffing needs which may not be addressed through the mobility process

- 16.04.01 When an administrative transfer is being considered, a meeting shall be held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present. The reason(s) for the reassignment shall be discussed.



Reasons for the proposed move may be for growth opportunities, to consolidate assignments, to meet the programming needs of the school and other reasons that are mutually agreeable to the parties. Following the meeting, the recommendation, if the intent is to proceed, shall be forwarded to the Joint Staffing Committee.

- 16.04.02 An appeal to reverse the reassignment recommendation is made in writing to the Superintendent of Human Resources and copied to the School Group Superintendent and the Union President. Teachers may cite undue hardships, lack of due process and lack of procedural fairness as reasons for this appeal.
- 16.04.03 Administrative Reassignment recommendations are confirmed or denied in writing from the Joint Chairs of the Joint Staffing Committee to the Teacher, Principal, School Group Superintendent and the Union. Where there is no agreement by the Joint Staffing Committee, the Board and Union will exercise their rights under the Collective Agreement.
- 16.04.04 Teachers who have been reassigned may apply for Mobility to an alternate school from their new school
- 16.04.05 If a Teacher's percentage of time is altered during any staffing process, the Teacher retains entitlement to his/her highest percentage of teaching time. Other reductions or increases in teaching assignments may only be affected by the mutual consent of the parties.
- 16.04.06 In instances where a Teacher is moved to a teaching assignment in two schools in a day, the Teacher is given adequate travelling time between the two schools.
- 16.04.07 Each Principal and School Staffing Committee develops school plans to facilitate the entry of Teachers new to the school.
- 16.04.08 The receiving Principal contacts the Teacher and discusses the teaching assignment and the roles that the Teacher will play in the new school as soon as it is practicable to do so.
- 16.04.09 The reassignment process as outlined is subject to the Transfer and Surplus process.

16.05 **School Program Needs**

The Principal of each school where a vacancy occurs will submit the name of the school, Principal name, school phone number, and F.T.E. and description of position available in accordance with the Education Act, Regulation 298, 19(1) "Qualifications of Teachers".

**ARTICLE 17 - SCHOOL STAFFING COMMITTEES**

- 17.01 A school Staffing Committee shall be elected in every school. The Union members

of the school shall elect 20% of its members to the School Staffing committee. The Union representatives on the committee shall be in place by October 1. The Principal, Vice-Principal, and the School Steward shall automatically be members for the School Staffing Committee and shall not be included in the 20% named above, except by mutual consent of the Teachers. The secretary of the School Staffing Committee shall be a Union member. If any Union representatives resign from the committee or are transferred to another school, the Union members of the school shall elect a replacement. The principal has the final responsibility for school organization subject to Senior Administration and the Board.

**17.02 The Responsibilities of the School Staffing Committee shall be as follows:**

- 17.02.01 To review the current school staffing allocation from the JSC and deployment in the school and to propose any such modification as may be required to create and maintain the best teaching and learning environment, to make the most effective use of all staff who are allocated to schools, and to comply with the terms of the Collective Agreement.
- 17.02.02 To consider and respond to organizational proposals and/or suggestions submitted by staff members to the committee throughout the year.
- 17.02.03 To analyze the staffing allocation from the Joint Staffing Committee based on projected enrolment and Teacher allocation formulas for presentation to the total staff prior to the Transfer and Surplus Process.
- 17.02.04 To recommend to the Principal, if necessary, any modifications to be made to in-school timetabling at any time during the school year.
- 17.02.05 To assist in the development and completion of a September school timetable based on the Joint Staffing Committee's (JSC) staff allocations and the school's programming needs and priorities as identified by the school's administration and teaching staff.
- 17.02.06 To assist in the development of a supervision schedule which is equitable, includes all teaching, school support staff, and administrative staff (unless specifically excluded by the School Staffing Committee) and meets the guidelines as developed by the Joint Staffing Committee.

Where the Joint Staffing Committee supervision recommendations cannot be met by the School Staffing Committee, the School Staffing Committee will make recommendations to the Joint Staffing Committee concerning additional system support requirements. The Joint Staffing Committee will attempt to meet these supervision needs and report in writing to the School Staffing Committee.

- 17.02.07 To assist in the equitable distribution of instructional and non-instructional periods.
- 17.02.08 To assist in developing appropriate timetables for Teachers who are assigned to teach in more than one school. The School Staffing

Committee shall assist in the facilitation of adequate communication between the schools involved in order to ensure fairness with respect to supervision schedules and the distribution of instructional and non-instructional periods as well as adequate travelling time.

- 17.02.09 To assist in developing measures which will help to alleviate the workload faced by new Teachers.
- 17.02.10 To develop a plan, to be communicated to staff, as to how emergency back-up will be provided if a teacher needs to be excused from their class for a short duration.
- 17.02.11 The School Staffing Committee may invite up to two non-teaching representatives who may be included as non-voting members of the School Staffing Committee in an advisory capacity. The School Staffing Committee may make recommendations to the Principal concerning adjustments in non-teaching staffs' responsibilities to facilitate improvements in student learning, staff needs, and supervision duties.

#### 17.03 **School Staffing Committee (SSC) Records**

- 17.03.01 The School Staffing Committee will maintain written records of its meetings, describing topics/issues that were considered, alternatives discussed, and decisions made.
- 17.03.02 Any School Staffing Committee recommendations and decisions will be copied for staff following each School Staffing Committee meeting.
- 17.03.03 The School Staffing Committee Record Book will be maintained by the school staffing committee secretary and will be available to the Joint Staffing Committee and school staff upon request.

#### 17.04 **Instructional Time, Preparation Time, Supervision Time, and Timetables**

- 17.04.01 Each Teacher will submit to the School Staffing Committee a copy of their individual timetable by September 20. The Teacher will include a written analysis of total 5 day instructional time which will not exceed the limits of the Collective Agreement. The Teacher will also include an analysis of preparation time which will be no less than the minimums described in the Collective Agreement, and supervision time which will be no greater than the maximum described in the Collective Agreement. The Joint Staffing Committee may provide a form to report this information to the Joint Staffing Committee. The Principal, along with the School Steward will ensure this information is collected and placed in the School Staffing Committee binder.
- 17.04.02 The School Staffing Committee will verify that the Teacher timetables meet the expectations of the Collective Agreement.
- 17.04.03 Where a Teacher has been required to make an assignment adjustment, that person's preference shall be given consideration in the next

assignment process.

- 17.04.04 In situations where timetables do not meet the expectations of the Collective Agreement, the School Staffing Committee will recommend organizational changes to the Principal.
- 17.04.05 School and individual timetables, and School Staffing Committee verifications, will be kept in the School Staffing Committee Record Book.
- 17.04.06 In the event that the timetables cannot be revised to meet the expectations concerning instructional, supervision or preparation time, the chairs of the Joint Staffing Committee will be notified by the School Staffing Committee or the School Steward. Committee recommendations concerning organizational alternatives and/or additional resources should accompany this notice to the Joint Staffing Committee. The Board will consider alternatives to ensure compliance with the Collective Agreement following input from the Joint Staffing Committee.

#### **ARTICLE 18 - SCHOOL BUDGET COMMITTEE**

The Principal of each Hastings and Prince Edward District Elementary School is expected to establish a School Budget Committee which will have a minimum of three ETFO members elected by the ETFO membership in the school. The committee will have access to all school level financial information and will make recommendations to the principal with respect to funding allocations, short and long term priorities and any other fiscal matters affecting the operation of the school. The Budget Committee shall meet at least once per term.

#### **ARTICLE 19 - MEDICAL PROCEDURES**

##### **Not Responsible For Diagnosis or Medication**

- 19.01 No Union member will be required to carry out any medical/physical procedures.
- 19.02 The Board recognizes the right of any Union member to refuse to be assigned to administer medication or perform any medical/physical procedures.
- 19.03 In the event of a medical emergency, a Union member may perform such procedures as are necessary to the safety and well-being of the child.
- 19.04 It shall not be part of the duties and responsibilities of a Teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.
- 19.05 **Trained Personnel to be Provided**

To the extent possible, the Board shall use appropriately trained non-teaching personnel to perform any of the functions outlined in Article 19.01.

#### **ARTICLE 20 - OCCUPATIONAL HEALTH AND SAFETY**

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

In accordance with relevant legislation, the Board operates a Joint Health and Safety Committee.

In September the Principal shall provide a Safety briefing to staff. Teachers will be briefed on the contents and location of the following resources:

- 20.01 Emergency Measures Plan,
- 20.02 School and Staff Safety Plan,
- 20.03 Safety Regulations and the Academic Health and Safety Committee Input Process,
- 20.04 Safe Schools Policy.

No Teacher shall be discharged, penalized or disciplined in any way for making a complaint to the school Health and Safety representatives, the Joint Health and Safety Committee, or the Union.

## **ARTICLE 21 - HARASSMENT**

- 21.01 It is the obligation of the Board to ensure that every Teacher is free from harassment in the working environment.
- 21.02 A joint Union/Board committee shall be convened at the request of either party to review the Board's Harassment policy. This joint committee must be convened prior to altering the HPEDSB Harassment Policy C-1. The joint committee shall make recommendations to the Board for any amendments to the policy and may recommend procedures and training to ensure implementation of the policy.
- 21.03 The Board and the Teachers agree that every Teacher has a right to freedom from harassment by, but not limited to, the following: the Board, an agent of the Board, employees of the Board or those contracted by the Board, volunteers, parents, students and any and all persons engaged in an activity with the Board.

## **ARTICLE 22 - BENEFIT PLANS**

### **22.01 Master Policy**

A copy of the master policy or policies of the insured benefit plans shall be given to the Union. In the event of a decision to change carriers, the Board agrees to implement the same coverage as described in the master policies or such other plan that the Union agrees is an appropriate substitution. No amendment to policy #503632, as amended with Sun Life of Canada shall be made without the written consent of the Union.

22.02 **Benefit Participation During Lay Off**

A Teacher who is laid off may continue to participate in one or more of the benefit plans, until the right to recall expires, provided the Teacher pays the total cost of such plans.

22.03 **Benefits for Part Time Teachers**

The Board's contribution to benefit premiums will be pro-rated for part-time Teachers.

22.04 **Benefits while on a Leave of Absence**

A Teacher who has been granted a leave under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans at the Teacher's expense, unless otherwise specified.

**ARTICLE 23 - GROUP LIFE INSURANCE PLAN**

23.01 This plan provides basic coverage of \$100,000 pro-rated, by teaching time except as described below.

23.02 The Board agrees to contribute one hundred percent (100%) of the assessed premium for the coverage of \$100,000 under the plan for full-time employees. The premium is prorated for part-time Teachers.

If a part-time employee does not want to pay the Teacher portion of the \$100,000 premium, he/she may elect coverage of \$25,000, which is paid in full by the Board.

23.03 Optional amounts in multiples of \$25,000.00 may be elected by the Teacher.

23.04 The maximum amount of Basic and Optional Insurance combined is \$200,000.

23.05 The Group Life Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan.

23.06 There shall be compulsory participation in the Group Life Insurance Plan.

23.07 In addition, the Board agrees to pay the cost of \$100,000.00 Accidental Death Coverage.

**ARTICLE 24 - EXTENDED HEALTH CARE INSURANCE PLAN**

24.01 The Board agrees to pay one-hundred percent (100%) of the premium cost of an Extended Health Care Plan which includes Private and Semi-Private coverage.

24.02 The Board agrees to pay 100% of the cost of the premium for the Vision Care Rider. Coverage amount is \$300.00 every two (2) years. Effective September 1, 2010 Vision Care coverage increases to \$400 every 24 months.

24.03 The Extended Health Care Insurance Plan shall be available to all regularly employed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.

- 24.04 The Extended Health Care Insurance Plan will include the Deluxe Travel Plan.
- 24.05 The Extended Health Care Plan will not provide coverage for Over the Counter drug claims. The dispensing fee cap shall be \$7.00.

#### **ARTICLE 25 - DENTAL PLAN**

- 25.01 The Board agrees to pay 100% of the premium cost of a dental plan at the current minus one year Ontario Dental Association schedule of fees with rate changes effective September, coverage effective September 1.
- 25.02 The Dental Plan shall be available to all regularly employed Teachers on a voluntary enrolment basis, in accordance with the eligibility requirements of the Plan.
- 25.03 Pit and Fissure Sealants. The Board agrees to administer a Pit and Fissure Sealants Plan and pay 100% of the premium.
- 25.04 The Board agrees to pay 75% of the premium cost of Orthodontic Services. Effective September 1, 2010 the Board agrees to pay 100% of the premium cost of Orthodontic services.
- 25.05 The Board agrees to pay 75% of the premium cost of Major Restorative Services (i.e. dentures, bridges, caps and crowns). Effective September 1, 2010 the board agrees to pay 100% of the premium cost of Major Restorative Services.

#### **ARTICLE 26 - LONG TERM DISABILITY INSURANCE PLAN/W.S.I.B.**

- 26.01 Long Term Disability benefits shall be provided. As of September 1, 1999, OTIP plan #37029508, or equivalent, will apply to all members, being a non-integrated plan with 60% benefit payment, OTPP coverage while on LTD, and a 75 day waiting period.

Note: The “non-integrated” LTD plan allows a Teacher to be paid from the Teacher’s CSL Bank (Article 27) for the 75 day waiting period for LTD, or until the banked CSL days expire, whichever is less. The CSL payments stop when the LTD payments begin.

- 26.02 The Long Term Disability Insurance Plan shall be available to all regularly employed Teachers in accordance with the eligibility requirements of the plan. In the event that ETFO determines to change the LTD plan for Elementary staff, the Board will be given sufficient notice to make appropriate changes in administrative processes.
- 26.03 The conditions of enrollment in the Long Term Disability Plan for all Teachers transferred from the predecessor boards shall prevail.
- 26.03.01 Conditions for those transferred from Hastings County. There shall be compulsory participation in the Long Term Disability Plan for all Teachers hired after 1979 January 01.
- 26.03.02 Conditions for those transferred from Prince Edward County. There shall be compulsory participation in the Long Term Disability Plan for all

Teachers hired after 1990 January 01.

26.04 There shall be compulsory participation in the Long Term Disability Plan for all Teachers hired by this Board after 1998 September 01.

26.05 The Board agrees to provide 100% of the Extended Health Care Insurance Plan and the Dental Plan as outlined in Articles 24 and 25 for a Teacher claiming Long Term Disability Insurance benefits to a maximum of two (2) years.

26.06 LTD premiums are paid by Union members through payroll deductions.

26.07 A Teacher absent from work and receiving LTD benefits maintains his/her employment with the Board and the period of absence is an authorized LTD leave of absence. During this period, the Teacher continues to accrue seniority.

26.08 **Expiration of Benefits**

The Teacher, following expiration of all sick leave benefits, LTD benefits and paid leave benefits, may continue on unpaid medical leave, or other leave as described in the Collective Agreement.

26.09 The Teacher may agree to other employment within the Board which is not covered by this Collective Agreement. The Board in consultation with the Union will initiate a return-to-work plan or early intervention to help rehabilitate or retrain the Teacher.

26.10 **Suitable Alternative Employment**

The Board and the Union shall agree on policies and procedures for providing Teachers who have been injured or disabled, including Teachers who have been in receipt of Workplace Safety and Insurance benefits, with suitable alternative employment where they are unable to carry out the normal duties of their previous assignment.

26.11 **Not Cause For Termination**

The Board shall not terminate the employment of any Teacher because the Teacher is absent due to illness or injury or in receipt of Workplace Safety and Insurance Benefits or Long Term Disability Benefits.

26.12 **Leave of Absence**

A Teacher who has been granted a leave under the terms of this Collective Agreement shall have the right to continued participation in any of the benefit plans at the Teacher's expense.

**ARTICLE 27 – CUMULATIVE SICK LEAVE (CSL) ACCOUNT**



27.01 **Sick Leave Account**

The Board shall administer a sick leave plan and maintain a sick leave account for each Teacher who is employed by the Board. The account shall show the number of days of sick leave, if any, accumulated by each Teacher as of the commencement of the school year and the number of days of sick leave credited and used thereafter.

27.02 **Transfer of Credits**

A Teacher who previously has been employed by this Board, a predecessor Board, another Board, or a municipality or local Board as defined in the Municipal Affairs Act, which operated or operates a Cumulative Sick Leave (CSL) plan, shall be credited with all sick leave credits accumulated therein whether or not there has been any intervening period of unemployment or non-teaching or teaching employment. These CSL credits shall be credited to the "Bank A" account and fully integrated into the plan.

27.03 **Sick Leave Credit Accumulation**

Each full-time Teacher shall be credited with twenty (20) or more sick days leave on the first day following their return to duty, the unused balance of which shall be accumulated to the Teacher's sick leave account.

27.04 **Pro-rated for Part-Time**

Where an eligible academic employee commences employment after September 01, in any year, the sick leave of twenty (20) days shall be pro-rated at the rate of two (2) days per month, rounded up to the nearest ½ day.

27.05 **Leaves of Absence**

There shall be no sick leave credit accumulation during leaves of absence except as specified in the Collective Agreement.

27.06 **Account Debited**

The sick leave account for each Teacher shall be debited one day for each day of absence due to illness.

27.07 **Sick Leave Credit Accumulation**

27.07.01 Teachers shall be entitled to accumulate 240 sick leave days to their account. The employee's accumulated sick leave credits in this account shall be referred to as "Bank A" CSL days.

**NOTE:** "Bank A" Sick Leave Credits will be used for the purposes described in Article 30, Absence Codes

27.07.02 For any school year in which an employee's sick leave credits, as described in 27.07.01 above, are maintained at 240 days, the unused sick leave days (as described in 27.03) not required for the purpose of maintaining the Teacher's "Bank" of 240 days, will be credited to a

supplementary sick leave account (Bank B) to a maximum of 240 days. (Accumulation of "Bank B" days will begin as of September 1, 1999 with the first credit to the "Bank B" sick leave account on June 30, 2000, or upon retirement, if the Teacher retires during the 1999-2000 school year.)

NOTE: "Bank B" Sick Leave Credits will be used for the purposes described in Article 36, Sick Leave Credit Payment

27.08 **Special Needs**

Teachers may apply to the Board and Union for consideration of additional cumulative sick leave benefits beyond those described in the Collective Agreement based on need and Board finances.

**ARTICLE 28 – LEAVES OF ABSENCE**

28.01 **Supply Teaching While on Leave**

Teachers who are on a Board approved Leave of Absence should gain approval from the Ontario Teachers' Pension Board prior to initiating any supply teaching in Ontario for pay during the leave. If the Teacher intends to buy back credit for the Board approved leave, supply teaching will cause OTPP problems.

28.02 **Leaves of Absence Without Pay**

28.02.01 A Teacher who has successfully completed the new teacher performance appraisal(s) may be granted a leave of absence without pay, by mutual agreement of the parties.

28.02.02 A request for a leave of absence shall not be unreasonably denied.

28.02.03 A Teacher on a leave of absence without pay shall be provided upon request with such information as will enable the Teacher to pay full premiums to maintain uninterrupted employee benefits for the period of the leave if the Teacher so desires.

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

28.02.05 The Teacher shall continue to accumulate seniority to a maximum of 5 years even if extensions to the leave are approved. (See Article 37.03)

28.02.06 Teachers who have successfully completed the new teacher performance appraisal(s) requesting full year leaves of absence for the full amount of their contract time will receive the leave from the school at which they are presently teaching and, upon return from the leave, will be placed at that

school subject to the Transfer and Surplus (T&S) process.

**28.03 Leave for Public Office or Military Service**

The Board shall grant a leave of absence without pay to a Teacher for the purpose of campaigning for or serving as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality, or to fulfill a commitment to Military Service including any preparation or culmination activities associated with the Military Service. The Teacher shall continue to accumulate seniority for the period of the leave.

**28.04 Leave for Upgrading and Training**

Teachers who would otherwise be laid off shall, upon request, be granted leave of absence of up to 2 (two) years for educational upgrading to become qualified to teach in areas for which Teachers may be required by the Board. Upon expiry of the leave the Teacher shall be given any position for which the Teacher is qualified which is held by a Teacher with less seniority; otherwise, the Teacher shall be laid off.

The Teacher may apply for tuition assistance from the Board and the Union if the Teacher undertakes educational upgrading in a program leading to qualifications in an area which has been jointly designated by the Board and the Union as an area for which the Board will require additional qualified Teachers over the next two years.

**ARTICLE 29 - SHORT TERM LEAVE PLAN**

**29.01 Short Term Leaves**

Short Term Leaves are designed to allow Teachers who have to apply for short term personal leaves of absence not otherwise covered by this Collective Agreement.

**29.02 Short Term Leave Conditions**

29.02.01 Those applying must have successfully completed their new teacher performance appraisal period.

29.02.02 Approved Short Term Leaves will be without pay.

29.02.03 Benefits will continue to be paid by the Board while the Teacher is on a Short Term Leave.

29.02.04 Teachers may apply to Teachers' Pension Plan and the Board will reimburse the Teacher.

29.02.05 Teachers may apply at any time for this leave during the year.

29.02.06 Applications must be made in writing to the Superintendent of Human Resources with a copy to the Local Union. Approval will be at the sole discretion of the Board.

29.02.07 Applications must be received at least a month in advance of the anticipated leave, unless unforeseen circumstances arise. Applications should outline the reason for the leave, (which will be kept confidential),

duration of the leave and educational program plan for coverage of the responsibilities while on leave.

- 29.02.08 An Occasional Teacher will be hired to replace a Teacher on a Short Term Leave.

### **ARTICLE 30 - ABSENCE CODES**

A Teacher shall be granted a leave of absence with pay and no loss of Cumulative Sick Leave (CSL) credits except as described below with respect to absence occasioned by one or another of the circumstances provided hereunder and, when applicable, for the time limit set forth, subject to the following conditions. During the leave a Teacher shall continue to accumulate credit for seniority and teaching experience and any other relevant entitlements under this Collective Agreement.

“Immediate Family” shall be deemed to include the Teacher’s father, mother, spouse, brother, sister, child, grandparents, grandchildren, corresponding in-laws and the person who stood in Loco Parentis to the Teacher or a person to whom the Teacher stood in Loco Parentis.

“Spouse” means any person to whom the Teacher is married or with whom the Teacher is living.

#### **30.01 Absence with pay due to illness with deductions from Sick Leave Credit Account (Code 1)**

30.01.01 Absence through illness of the Teacher for a period of five (5) consecutive working days or less may be certified by the School Principal or by the official of the Board in charge of the appropriate Department.

30.01.02 Absence for illness over five (5) consecutive working days must be certified by a licensed medical practitioner or certified by licentiate of dental surgery.

30.01.03 Where a Teacher is absent for illness for more than twenty consecutive working days, the Director may require that a certificate be submitted monthly by such medical practitioner or licentiate of dental surgery before the Teacher shall be entitled to payment under the Plan.

30.01.03.01 The Director may at any time require that a certificate be submitted by a medical practitioner or licentiate of dental surgery appointed by the Board.

30.01.03.02 The Board shall reimburse the Teacher for expenses related to the procurement of any certificate required under Article 30.01.03.01.

30.01.04 Subject to the provisions respecting the Workplace Safety and Insurance Act a credit shall be deducted from a Teacher's sick leave account for each day of absence due to illness or dental condition for which the Teacher's salary is paid, and no salary shall be paid to a Teacher for

his/her absence due to illness or dental condition beyond the number of credits in his/her sick leave account except pursuant to a resolution of the Board.

30.01.05 Subject to the provisions relating to the Work Place Safety and Insurance Act each Teacher who is absent from duty due to illness or dental condition shall be paid for each day of absence, the salary which he/she would have been entitled to receive for that day to the extent of the credits in his/her account.

30.01.06 Teachers may be absent for dental/medical examinations.

**30.02 Absence with pay - items not deductible from Sick Leave Credit (Code 2)**

Leave with pay and without loss of benefits, experience or seniority shall be granted to a Teacher:

30.02.01 for a period of quarantine when declared by the Medical Officer of Health or designate.

30.02.02 to serve as a juror or by reason of a subpoena being a witness in any proceeding to which he/she is not a party to one of the persons charged, provided that the Teacher pays to the Board any fee exclusive of travelling allowances and living expenses that he/she receives as a juror or as a witness.

30.02.03 for a funeral in the immediate family, up to a maximum of five (5) days for each bereavement; an extension may be granted by permission of the Director.

30.02.04 for funerals other than immediate family up to one (1) day for each bereavement.

30.02.05 to write the Teacher's post-secondary or university examination.

30.02.06 for the purpose of attending his or her own graduation, or the graduation of a member of the immediate family.

30.02.07 to attend the Teacher's own wedding/weddings in the immediate family for one day only.

30.02.08 illness in the immediate family, four (4) days/school year.

30.02.09 concerns related to board chemicals (ie. paint).

30.02.10 non-attendance because of inclement weather, subject to timely notification to the appropriate supervisor or designate.

30.02.11 attend the birth of a grandchild.

30.02.12 up to three days to attend the birth of, or responsibilities related to the

birth of, a child, surrogate child, or to receive an adopted child.

30.02.13 special circumstances for reasons approved by the Superintendent of Human Resources.

**30.03 Absence without Pay - items not deductible from Sick Leave Credits (Code 3)**

Article 31.03 leaves are Board approved short term leaves of absence and are processed by the Board for pension purposes to allow the Teacher to buy back credit from the TPPB at the Teacher's expense. The Teacher must make application for credit to the Teachers' Pension Plan Board by obtaining the Application to Buy Back Credit Form from the Board's H.R. Department prior to the end of the school year. Salary loss for 30.03 leaves will be in accordance with 9.02 for each day of Code 3 absence. Benefits will continue to be paid at the same rate by the Board during Code 3 absences. Up to a maximum of five days per year shall be granted as follows:

30.03.01 Moving to a new place of residence. Leave granted for moving shall not exceed one (1) day in any one year which shall be the actual day of moving.

30.03.02 Weddings other than the Teacher's immediate family. Up to one day only.

30.03.03 Personal reasons - Absence will not be approved immediately preceding or following Christmas or winter breaks except by approval of the Director (or Designate)

30.03.04 Special circumstances for reasons approved by the Superintendent of Human Resources.

**ARTICLE 31 - PREGNANCY, PARENTAL/ADOPTION, and FAMILY MEDICAL LEAVE**

**31.01 Definitions**

31.01.01 "Parent" includes a natural parent or person with whom a child is placed for adoption and a person who is in a relationship of some permanence with a parent of a child and who intends to treat the child as his or her own.

31.01.02 "Parental/adoption leave" means leave taken for the care of a child following:

31.01.02.01 the birth of the child; or

31.01.02.02 the coming of the child into the custody, care and control of a parent for the first time.

31.01.03 "Pregnancy leave" means leave taken for purposes related to giving birth and/or recovering there from.

### 31.02 **Pregnancy Leave**

Pregnancy Leave shall be granted upon request provided that:

- 31.02.01 the Teacher provides a certificate from a legally qualified medical practitioner stating the expected birth date;
- 31.02.02 the Teacher has been in the employ of the Board immediately preceding the expected birth date;
- 31.02.03 the Teacher notifies the Board in writing at least two (2) weeks immediately preceding the date the leave is to begin;
- 31.02.04 Pregnancy Leave may commence up to seventeen (17) weeks preceding the expected birth date and ends seventeen (17) weeks after the pregnancy leave began if the Teacher is intending to take a parental leave. Nothing in this Article precludes a Teacher from entitlement to sick leave pay if the Teacher's absence is due to illness arising out of the pregnancy or illness arising out of the pregnancy or prior to the Pregnancy Leave.
- 31.02.05 Nothing in this Article precludes a Teacher from entitlement to sick leave, without providing further medical documentation, for up to the first six (6) weeks from the date of delivery. Sick benefits will not apply to non-pay periods. No salary shall be paid to a Teacher for her absence due to Pregnancy Leave beyond the number of credits in her sick leave account except pursuant to a resolution of the Board.
- 31.02.06 Should the Teacher require additional sick leave beyond the six (6) weeks, the Teacher shall be required to provide a certificate from a legally qualified medical practitioner.
- 31.02.07 It is understood that time on sick leave in these circumstances counts as time for the purposes of Pregnancy Leave.

### 31.03 **Parental Leave**

- 31.03.01 A Teacher who has been in the employ of the Board shall be granted a parental leave without pay of up to thirty-five (35) weeks.
- 31.03.02 The Teacher must give at least two (2) weeks written notice of the date on which the leave shall commence.
- 31.03.03 The parental leave of a Teacher who takes a pregnancy leave shall begin when the pregnancy leave ends unless the child has not come into the custody, care and control of the parent for the first time.
- 31.03.04 Parental leave shall begin no more than fifty-two (52) weeks after the day the child is born or comes into the custody, care and control of the parent for the first time.

#### 31.04 **General Provisions for Pregnancy and Parental Leave**

- 31.04.01 During the fifty-two (52) weeks of pregnancy and/or parental leave, the Teacher shall be entitled to all rights, benefits and privileges which would have been received had the Teacher been actively employed, including, but not limited to:
  - 31.04.01.01 accumulation of credit for seniority and experience for grid purposes;
  - 31.04.01.02 continuation of paid benefits, in accordance with the plan descriptions in the Collective Agreement.
- 31.04.02 Pregnancy and/or parental leave may be extended through Article 28.
- 31.04.03 A Teacher returning from a pregnancy leave or parental leave shall be assigned to the same position held prior to going on leave, subject to the Transfer and Surplus Process.
- 31.04.04 A Teacher on pregnancy and/or parental leave shall be credited with seniority during the leave in the same manner as that credited for any other leave. (Article 37.03)
- 31.04.05 Sick leave credit accumulated under the Board's plan at the time of commencing the unpaid pregnancy or parental leave shall not be augmented during the period of the leave but shall remain standing to the Teacher's credit upon resumption of teaching service subject to the conditions of the sick leave plan.
- 31.04.06 For Pregnancy Leave only, and in lieu of the option to access sick leave for the post-partum period of recovery in accordance with 31.02.05, a Teacher who is eligible for E.I. may opt for a Pregnancy Leave SEB top-up; such top-up may be in addition to the SEB which is available for the two-week waiting period.
  - 31.04.06.01 The Pregnancy Leave SEB top-up is based upon and is subject to Employment Insurance (E.I.) Regulations.
  - 31.04.06.02 The Pregnancy Leave SEB top-up shall provide for the difference between what a Teacher receives from E.I. and 100 percent of her regular salary (based on 1/194) for the maximum of the six week post-partum period of recovery with no deduction of sick leave for this period.
  - 31.04.06.03 For the nine (9) weeks of Pregnancy Leave following the two-week waiting period and the six (6) weeks of post-partum recovery, or for the fifteen (15) weeks of Parental Leave following the two week waiting period, or any portion of both or either, the Employer shall provide a Pregnancy/Parental Leave SEB top-up equal to the difference between sixty (60) percent of the Teacher's



regular weekly salary and the weekly amount of the E.I. benefit.

**31.05 Supplemental Employment Insurance Benefit Plan**

- 31.05.01 The plan is to supplement the Employment Insurance benefits received by Teachers for temporary unemployment caused by Pregnancy and/or Parental Leave.
- 31.05.02 Teachers must prove that they have applied for and are in receipt of Employment Insurance benefits in order to receive payment under the plan.
- 31.05.03 The Supplemental Employment Insurance Benefit is payable for a period during which a Teacher is not in receipt of Employment Insurance if the only reason for non-receipt is the two week Employment Insurance waiting period the claimant is serving.
- 31.05.04 The benefit level paid under this plan is set at 100% of the Teacher's salary.
- 31.05.05 Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefits will not be reduced or increased by payments received under the plan.

**31.06 Return to Employment**

A Teacher who is returning at any time during the leave from Pregnancy or Parental Leave as defined in the Employment Standards Act, shall give the Board at least two (2) weeks written notice of the date of return. Such notice can be given at the time of requesting the leave.

- 31.07 If the Board requests that a Teacher extend a pregnancy or parental leave and the Teacher consents to the extension, the Teacher will be paid full pay and benefits for the duration of the leave.

**31.08 Family Medical Leave**

- 31.08.01 Family Medical Leave shall be granted in accordance with the provisions of the *Employment Standards Act*, as amended.
- 31.08.02 Family Medical Leave of up to eight (8) weeks shall be provided to any Teacher for the purpose of caring for or supporting a family member of their immediate family who suffers from a serious medical condition with a significant risk of death within twenty-six (26) weeks.
- 31.08.03 "Week" means a period of seven consecutive days.
- 31.08.04 Family Medical Leave is an unpaid leave of absence; therefore during the leave, no salary or allowance shall be paid. Upon return to work, the Teacher shall be placed on the salary schedule in accordance with the

qualifications and experience the Teacher would have as if the Teacher had worked throughout the Family Medical Leave.

31.08.05 Seniority and credit for teaching experience and sick leave continue to accrue during Family Medical Leave as defined in this Article.

31.08.06 During Family Medical Leave, the Board shall continue to pay its share of the benefit premiums. To maintain participation and coverage under the Collective Agreement, the Teacher must agree to participate in a pre-authorized debit plan for the Teacher's share of the benefit premiums. The Teacher shall supply the Board with a VOID cheque from his/her bank account. Deductions will be made from the Teacher's account on the 15<sup>th</sup> of each month. The Board reserves the right to discontinue the participation in the Benefit Plans for any Teacher should any two payments be denied for reason of insufficient funds.

31.08.07 A Teacher who intends to take a Family Medical Leave shall notify the Board of the dates on which the Teacher intends to leave and return to active employment. The date for return to active employment shall be:

31.08.07.01 the last day of the week in which the family member dies;  
OR

31.08.07.02 the last day of the eight (8) weeks of Family Medical Leave

whichever is earlier.

31.08.08 The Teacher is entitled to bereavement leave (Article 30.02) or other leave as described in the Collective Agreement during Family Medical Leave.

31.08.09 The Teacher will provide the Board with a medical certificate from a medical practitioner indicating that the family member suffers from a serious medical condition with a significant risk of death within twenty-six (26) weeks.

31.09 Supplemental Unemployment Benefits (SEB) for Family Medical Leave

31.09.01 Effective the first day of the month following ratification, the Board shall provide for Teachers on Family Medical Leave, a Supplementary Unemployment Benefits Plan providing for 100% of the Teacher's allowable Employment Insurance benefit, provided that the two-week waiting period falls within the school year. Proof of receipt that the waiting period was served must be forwarded to the Payroll Department.

31.09.02 The Teacher must provide the Board with proof that

he/she has applied for and is in receipt of employment insurance benefits in accordance with the Employment Insurance Act, as amended before SEB is payable.

- 31.09.03 The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SEB is payable. A Teacher who is not required to serve a waiting period before E.I. benefits commence shall not be eligible to receive a SEB payment.

## **ARTICLE 32 – SABBATICAL LEAVE**

- 32.01 The Board may grant sabbatical leave to a Teacher who has demonstrated a high level of competence in his/her employment and therefore, encourages worthy applications. The Board is not obliged to grant such leave and a Teacher is not entitled, as a right, to leave under these regulations.
- 32.02 Sabbatical leave may be granted for the purpose of approved study or activity. The Board reserves the right to determine if such leave is in the best interests of the school system and the Board's decision in this regard is final.
- 32.03 To qualify for a sabbatical leave, a Teacher shall have completed a minimum of five (5) continuous years of full-time service in the employ of The Hastings and Prince Edward District School Board or its predecessor Boards immediately prior to the time of application.
- 32.04 A Teacher desiring sabbatical leave shall apply in writing to the Director, giving reasons and details regarding the purpose of the proposed leave.
- 32.04.01 Prior to making final recommendations to the Board, the Director of Education will meet with Teacher representatives to discuss all applications.
- 32.04.02 Should the applicant so desire, he/she may request a review by the Program and Human Resources Committee.
- 32.05 Application for sabbatical leave must be made not later than November 15th for its beginning, at the earliest, the following September. Applications recommended by the Director of Education shall be placed before the Board for decisions at a January Board Meeting.
- 32.06 Selection of applicants for Sabbatical Leave (in addition to the requirements listed above) are to be based upon:
- 32.06.01 the applicant's stated goals and objectives in the Hastings and Prince Edward District School Board and education generally; and
- 32.06.02 the applicant's detailed explanation to show how the requested Sabbatical Leave will achieve those goals and objectives.
- 32.07 Salary and other benefits shall be paid or credited to Teachers granted sabbatical

leave while continuing with the purpose of the leave in an amount equal to seventy-five percent (75%) of the Teacher's salary at the date of the commencement of the leave.

In addition tuition fees shall be paid by the Board for the purpose agreed upon in granting the leave, but the amount shall not exceed five hundred dollars (\$500.00) and receipts shall be submitted to the Director of Education.

32.08 A Teacher granted sabbatical leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of three years following the Teacher's return from leave.

32.08.01 A Teacher failing to carry out the purpose for which the leave was granted shall, upon demand repay the Board the money paid on account of the leave.

32.08.02 On failing to remain in the employ of the Board for the agreed minimum period the Teacher shall, upon demand, repay to the Board pro-rata the money paid by the Board on account of the leave.

32.08.03 Each case, however, shall be considered individually by the Board and the Board shall take into consideration any circumstances beyond the control of the Teacher.

32.09 A Teacher granted sabbatical leave shall receive the normal increment in salary and other benefits for which he/she is eligible. Deductions for Teachers' pension, income tax or other required deductions shall be on the basis of the actual salary paid. Teachers on sabbatical leave shall be responsible for making their own arrangements for any further payments to the Teachers' Pension Plan or to any other pension fund to which they belong.

32.10 If sabbatical leave is granted, it shall be granted for one school year (September 1 to August 31) or from September 1 to December 31 or from January 1 to August 31 in the same school year.

32.11 If sabbatical leave is granted to an applicant from a semestered school, it may be granted for one semester or for two semesters within the school year.

32.12 The number of days credited to a Teacher in the Cumulative Sick Leave Plan shall not be reduced by the granting of sabbatical leave, nor shall the Teacher be entitled to any accumulation of sick leave credits during the period of leave.

32.13 The plan shall operate with regard to Teachers.

32.14 The number of Teachers granted leave for any year shall not exceed one percent (1%) of the Academic Staff of the Board.

32.15 A Teacher on return from leave shall be reinstated to a position commensurate with or superior to that which he/she vacated in the school of last employment, subject to the Transfer and Surplus policy.

### **ARTICLE 33 – DEFERRED SALARY LEAVE PLAN (X Over Y)**

- 33.01 The Deferred Salary Leave Plan provides Teachers with the opportunity to take a Leave of Absence for a specified period of time and to finance the leave by means of salary deferral.
- 33.02 Any permanent Teacher is eligible to participate in the Plan.
- 33.03 Applications for participation in the Plan should be made in writing to the Superintendent of Human Resources by March 31 of each school year.
- 33.04 Participation in the Plan shall not be unreasonably denied by the employer.
- 33.05 In each year of the Plan preceding the year of leave, a Teacher will be paid a reduced percentage of salary. The remaining percentage, which shall not exceed 33 1/3% of the Teacher's annual salary, will be deferred and shall be retained by the employer to finance the year of leave.
- 33.06 The employer shall deposit the retained percentage of the Teachers' annual salary in an account in the name of the Teacher and shall pay any interest earned to the Teacher each year it is earned. The Board and Union will meet annually and agree on the financial institution to be used.
- 33.07 While a Teacher is participating in the deferral period any benefits tied to salary level shall be based on the salary the Teacher would have received had the Teacher not been participating in the Plan.
- 33.08 During the Teacher's leave of absence the employer shall continue to pay its share of premium costs for any benefits which the Teacher elects to maintain. The Teacher shall be responsible for remitting his/her share of applicable premium costs.
- 33.09 During the Teacher's leave of absence the Teacher shall be paid according to the method of payment outlined in the Method of Payment Articles of this Collective Agreement.
- 33.10 During the Teacher's leave, the Teacher should inform the Local Union of their e-mail and other addresses and personal communication numbers if they wish to receive information described in the Collective Agreement and/or distributed by the local Union.
- 33.11 **Conditions of Leave**
- 33.11.01 It is understood that such leaves may also be arranged for less than one (1) year. Part year leaves shall only be granted for the period covering July 1<sup>st</sup> through December 31<sup>st</sup> or January 1<sup>st</sup> through to the end of the school year.
- 33.11.02 The leave shall commence no later than six (6) years after the date of the first deferral of salary. The DSLP shall be between two years to 7 years length, including the year of the leave.
- 33.11.03 A Teacher may not receive any compensation from the employer during

the period of leave other than the deferred salary plan's salary plus accumulated interest.

- 33.11.04 A Teacher returning from leave shall remain in the employ of the Board for a period of time at least equal to the period of time that the Teacher was on leave.
- 33.11.05 Deferred salary plus any accumulated interest shall be paid to the participating Teacher not later than the end of the first taxation year after the expiration of the six-year period notice in Article 33.11.02.
- 33.11.06 A Teacher may withdraw from the Plan any time prior to March 1 of the calendar year in which the leave is to be taken. Payment of deferred income plus accumulated interest shall be made to a Teacher withdrawing within sixty (60) days of receipt of the notice of the Teacher's wish to withdraw.
- 33.11.07 Sick leave credits shall not accumulate during the leave period.
- 33.12 Teachers must participate in the Teacher's Pension Plan. The Board shall remit contributions as though the Teacher were being paid at 100% of salary.
- 33.13 Should a Teacher die while participating in the Plan, any monies accumulated, plus interest accrued, at the time of death shall be paid to the Teacher's designated beneficiary or alternately, to the Teacher's estate.
- 33.14 A Teacher that has been approved for participation in the plan shall receive a formal response from the Human Resources Department setting out the terms of the plan. A copy of the response shall be provided to the Union.
- 33.15 On return from leave a Teacher will be assigned the same position held prior to taking leave or to a comparable position in the school of last employment subject to the T&S process.
- 33.16 A Teacher returning from leave shall receive credit for seniority for the period of the leave.

#### **ARTICLE 34 - SUBSIDIZED EDUCATIONAL LEAVE PLAN**

- 34.01 The Board may grant to a permanent Teacher in the employ of the Hastings and Prince Edward District School Board, a Subsidized Educational Leave.
- 34.02 A Teacher desiring a Subsidized Educational Leave shall apply in writing to the Superintendent of Human Resources, outlining the goals of the leave. Teachers wishing to apply for a Subsidized Educational Leave of Absence for part of a school year, will determine with administration and the Local Union an educational plan which will include acceptable leave initiation date(s) prior to application.
- 34.03 The Superintendent may refuse to recommend the application and advise the Teacher of the reasons, or the Superintendent may endorse the application for

consideration by the Director of Education, who may make recommendations to the Board.

- 34.04 The Board's decision in this matter shall be final. The Teacher may request a review through the grievance procedures.
- 34.05 An amount equal to the difference between the Teacher's salary and the replacement Teacher's salary at the date of the commencement of the leave shall be paid to the Teacher granted a Subsidized Educational Leave. Subsidized Educational Leaves must begin after October 31 of the school year.
- 34.06 A Teacher granted leave shall, before going on such leave, execute an agreement with the Board to remain in the employ of the Board for a minimum of two (2) years following the Teacher's return from the leave.
- 34.07 Leaves shall not be granted for the purpose of upgrading salary. Leaves may be granted so that Teachers may broaden qualifications.
- 34.08 Required deductions, i.e. Teachers' Pension Plan, Income Tax, Employment Insurance will be made on the basis of actual salary paid. The cost of other benefits, i.e. Dental, Life Insurance, etc., will be pro-rated based on percentage of actual salary paid.
- 34.09 Cumulative sick leave shall not be reduced by the granting of the leave nor shall the Teacher be entitled to accumulate sick leave credits during the leave, nor shall the leave period be counted toward calculations for sick leave credit payment.
- 34.10 The leave, should it occur within the five (5) years previous to retirement, will not be considered as disrupting consecutive years of experience.
- 34.11 Applications for the subsequent school year should be received as early as possible and no later than January 31 of the school year.
- 34.12 Applications are to be approved (or not approved) on or before March 1, and the applicant notified in writing by the Director.
- 34.13 Leaves will be administered in such a way that there will be no loss of income by the Board as a result of a Teacher being granted a Subsidized Educational Leave.

#### **ARTICLE 35 – UNION RELEASE TIME/LEAVE**

- 35.01 At the request of the Union, the Board shall grant release time to persons named by the Union. The parties agree that the Board will invoice the Local Elementary Teachers' Federation of Ontario semi-annually at the cost of Category A2 minimum plus benefits for the release time.
- 35.02 The persons named shall be treated for all purposes, including but not limited to the payment of salary, allowances and benefits, and the accumulation of seniority, sick leave and teaching experience, as if working at their normal assignment.

- 35.03 In addition to the persons released in Article 35.01, the Board shall grant further release time from teaching duties for additional members of the Union. The Union shall reimburse the Board for its actual replacement costs if any. The Teacher(s) shall continue to accumulate seniority and teaching experience for the period of the leave.
- 35.04 The Board shall grant a leave of absence to a Teacher who holds an office requiring full-time duty at the provincial level, provided that the Union reimburses the Board for the replacement cost of the Teacher's total salary and other benefits. The Teacher shall continue to accumulate seniority and teaching experience during the period of leave.
- 35.05 A Teacher returning from a Union leave or assignment has the right to be reassigned to the same position held prior to going on leave, subject to the Transfer and Surplus procedures, or may be placed by the Joint Staffing Committee, upon request of the Teacher.
- 35.06 In addition to the persons released in Article 35.01, at the request of the Union, the Board shall release members of the Bargaining Unit's negotiating team. The Board will allow to the Union the equivalent of 15 days' release time per school year at Board expense to be used for purposes related to negotiations. Should the Union require more than the 15 days mentioned above, the Board shall provide further leave and the Union shall indemnify the Board with respect to its actual costs, if any, in replacing any teacher released for these positions.

#### **ARTICLE 36 – SICK LEAVE CREDIT PAYMENT**

36.01 A Teacher having not less than five (5) consecutive years of contracted service with the Hastings and Prince Edward District School Board and its predecessors, immediately preceding cessation of employment, and who ceases to be employed by the Board because of age or who for reasons of ill health acceptable to the Board and who, upon retirement, is entitled to a pension under the Teachers Pension Act shall be eligible to receive a sick leave credit payment based on the following formula:

$$36.01.01 \quad \text{SLCP} = \frac{1}{2} \text{ of } \frac{\text{CSL}}{200} \times \text{S} \times \frac{\text{N}}{20}$$

36.01.02 Where SLCP is the amount of sick leave credit payment; CSL is the number of sick days accumulated with this Board or its predecessors, to a maximum of 200 days; S is the employees' grid placement plus applicable allowances at the time of retirement; N is the number of school years of service (full or part time, not pro-rated, even if the employee is currently working or has worked part time throughout their career) as recognized by this Board and its predecessor Boards to a maximum of 20 years.

36.01.03 For retiring Teachers receiving LTD insurance benefits, the waiting period for insurance purposes shall not be subtracted from the number of cumulative sick days.



- 36.02 A Teacher who has elected to work part-time as prescribed in The Education Act, Article 180 (3), shall be entitled to a sick leave credit payment as if the Teacher were full time.
- 36.03 Where a Teacher is retired compulsorily from the Board's service at the end of the school year in which the Teacher attains the age of 65 years and where because of this the Teacher would not be able to complete the required minimum of five (5) consecutive years of contracted service with the Board, or for other reasons acceptable to the Board, the Director of Education may authorize the granting of a sick leave credit payment in accordance with the other conditions contained in this plan.
- 36.04 In the case of the death of a Teacher prior to retirement, his/her designated beneficiary if so named, or estate shall be entitled to a payment equal to the number of sick leave credits accumulated at the date of death to a maximum of one-half year's earnings at the rate received by the Teacher immediately prior to his/her death. Each Teacher will be asked to choose between designating the beneficiary or including the SLCP in the Teacher's estate upon initial hiring. This statement of beneficiary will form part of the annual Credits and Contribution Notes (see Article 9.01). The beneficiary may be revised at the written request of the Teacher.

## **ARTICLE 37 – SENIORITY, TEACHERS AVAILABLE for TRANSFER, SURPLUS and RECALL**

### **Transfer and Surplus Process**

#### **37.01 Definitions**

- 37.01.01 **School Group (SG)** - The School Group is a group of Elementary schools which are grouped together for geographical and organizational reasons.
- 37.01.02 **Teacher Available for Transfer (TAT)**- One or more Teachers may be declared Teacher(s) Available for Transfer (TAT) from a school after the application of the staffing formula indicates that a reduction of staff is necessary. District School Board seniority listing and a consideration of program needs, as described below, will be used to determine if a position for that Teacher will no longer be available within the school. In accordance with the following, the Teacher named TAT will be transferred to another school. Being TAT from a school does not necessarily mean that a Teacher is redundant. Redundancy is determined using the Surplus to System criteria.
- 37.01.03 The Joint Staffing Committee is responsible for the placement of Teachers, deemed to be Teachers Available for Transfer (TAT) and Surplus to the System (STS), with composition as per Article 14.01.
- 37.01.04 **Panel** - In the Elementary panel, the seniority list of all Teachers will be compiled in accordance with Articles 37.03 and distributed to each school and to the Union President. All Teachers covered by this Collective

Agreement and appropriate administrative personnel will have access to the seniority list. In each school, this list will be kept with the School Staffing Committee minutes when not in use by the members.

- 37.01.05 **Part-time Teacher** - A Teacher under contract to The Hastings & Prince Edward District School Board for less than full time employment.
- 37.01.06 **School Steward** - The school Union representative who will be present at the determination of Teachers Available for Transfer (TAT) within their schools
- 37.01.07 **Pink Sheets** - Internal advertising for available teaching positions.
- 37.01.08 **Qualified** - A Teacher may be deemed qualified if given permission to teach by the Ontario College of Teachers.
- 37.01.09 **School** - This refers to any elementary school in which there are classrooms in the Hastings & Prince Edward District School Board. For the purposes of this agreement, the Education Centre is treated as an elementary school.
- 37.01.10 **School year** - The year as defined in the Collective Agreement in Article 11.01.
- 37.01.11 **Teacher** - This refers to a member of the Elementary Teachers' Federation of Ontario who is employed by The Hastings & Prince Edward District School Board under this Collective Agreement.
- 37.01.12 **Seniority** - As of April 9, 1998, seniority shall be determined using total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union. When seniority is calculated, June 30 of the current school year will be used. Ties in years of seniority will be broken using the amended criteria as described below.
- 37.01.13 **Staffing Formula** - The negotiated methods which are recognized for calculating the number of Teachers on staff in Hastings & Prince Edward District School Board.
- 37.01.14 **Surplus to the System (STS)**- A Teacher may be declared Surplus to the System in the Elementary panel when the number of Full Time Equivalent (FTE) Teachers under contract exceeds the number of Full Time Equivalent (FTE) positions available, after application of the staffing formulas and other Board staffing needs. These Teachers will generally have the least teaching experience in Hastings & Prince Edward District School Board.
- 37.01.15 **School Closure** - In the event of a school closing, Teachers will become a System Responsibility and subject to the Transfer and Surplus process.

The staff of a twinned school are considered to be one staff.

37.02 **Seniority for Elementary Union Members**

37.02.01 **North Hastings S.G. Seniority List** - In times of declining enrolment within the North Hastings School Group, the Joint Staffing Committee, based on projected enrolment, shall identify the Teacher(s) to be determined surplus in that school group. The identified Teacher(s) will be selected on the basis of least seniority within the North Hastings School Group. The selected Teacher(s) will retain entitlement to any position(s) created in the North Hastings School Group during the following year for which they are qualified. A Seniority List for North Hastings, separate from, but based on the Board Seniority List, shall be determined and compiled by the Board in consultation with the Joint Staffing Committee.

37.02.02 **Seniority Determinant**  
Seniority for Elementary Union members of the Hastings and Prince Edward District School Board will be determined using Total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union. When seniority is calculated, June 30 of the current school year will be used.

37.02.03 **Accuracy of Draft List**  
The draft seniority list will form the basis for the master seniority list for the Elementary Union members in any subsequent determination. Staff with the same number of years seniority will remain tied until tie-breaking is applied to Articles of the list, as described below.

37.02.04 **Verification by Staff**  
Annually, copies of the draft master seniority list will be distributed to schools and other designated locations where Union members work. A period of two weeks will be allowed from receipt of the list for members to check for errors and report these to the Human Resources Department in writing, stating the nature of the error, and providing supporting documentation to justify their claim, where possible. All staff must assume responsibility for accuracy of their own information at this stage to ensure correct placement on the list. Principals will ensure that all staff have reviewed the list and will contact all staff, including those Teachers on Approved Leaves to confirm their access to the list. In the event that a staff member cannot be contacted during the two-week period, the Human Resources Department will make a tentative confirmation of seniority, subject to contacting the member. The Human Resources Department and the President or designate will review the placement concerns and a representative of the Human Resources Department will reply in writing regarding the determination of the member's years of seniority.

37.02.05 **Ties**  
The tie-breaking process, as described, will continue to be applied to successive levels of the seniority list until all staff are correctly placed on the list. This should be completed annually prior to January 31. Once

correctly located on the Master Seniority List, a person's relative seniority should not change while a Union member, except as described in the Collective Agreement.

Tie-Breaking of Seniority Years of Experience will be applied for Hastings and Prince Edward District School Board Staff using the following criteria:

- 37.02.05.01 Total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union.
- 37.02.05.02 Total continuous Elementary teaching experience, as recognized by the Hastings and Prince Edward District School Board and its predecessor by start (actual) date.
- 37.02.05.03 Total years of Elementary teaching experience in Ontario.
- 37.02.05.04 Total length of teaching experience as is recognized by the Board for payroll purposes. (See 9.06 to determine teaching experience criteria. Total teaching experience for seniority purposes may pierce grid maximum years of experience).
- 37.02.05.05 Category rating in descending order from Category A4 to Category A until tie-breaking is complete. Staff will then remain on the seniority list using Category rating criteria, but will not be allowed to improve their seniority ranking if their QECO rating is improved. New staff hired after August 31, 1998 will not be ranked according to this criteria.
- 37.02.05.06 Any ties which still remain will be broken by lot, by the Director or designate in the presence of the Union President or designate who will attest to the order of names selected (first chosen will be above others in this tied category). A written, signed record will be kept in descending order for validation purposes.

### 37.03 **Seniority Credit Procedures**

- 37.03.01 Teachers under contract shall receive a full year seniority credit for each year under contract. Seniority credit does not necessarily equate to placement on the salary grid.
- 37.03.02 Where the Board grants a part-time leave of absence to a Teacher on permanent contract teaching full-time, the Teacher will receive full year seniority credit.
- 37.03.03 Teachers who teach part-time or full-time and who are granted full leaves of absence will receive full year seniority credit. After five (5) consecutive

years, leaves may continue to be granted but no seniority will accrue.

- 37.03.04 Teachers who are requesting part-time leaves of absence will receive the leave from the school in which they are placed by the Transfer and Surplus (T & S) process, and upon return from the leave will be placed at that school, subject to the Transfer and Surplus (T & S) process.
- 37.03.05 Leaves of Absence will be rescinded if the Teacher's contract is terminated due to a surplus of Teachers as outlined in these Transfer and Surplus (T & S) processes.
- 37.03.06 Teachers granted pregnancy or parental leaves will receive full seniority credit for the duration of the leave.
- 37.03.07 Teachers filling a Long Term Disability (L.T.D) vacancy for a period of time which is greater than one full teaching year shall be granted seniority credit for the full teaching period.

37.04 **Determining Teacher(s) Available for Transfer (TAT) from a School**

37.04.01 **TAT Procedures at School Level**

The determination of Teachers Available for Transfer (TAT) in each school will follow these procedures:

- 37.04.01.01 The Superintendent(s) responsible for Staffing shall apply a staffing formula as negotiated to determine the staffing allocation to each school for the next school year. Staffing allocations will be reviewed by the Joint Staffing Committee prior to being sent out to each school.
- 37.04.01.02 If a reduction of staff is required, the Principal, with the School Steward, shall apply the seniority list to the current school staff list to determine the Teacher(s) with least system seniority in the school. To decide which of these Teachers will be Teachers Available for Transfer (TAT) from the school, the criteria from Article 37.05 will be used. Vacancies should be determined if possible, at this time. Total D.S.B. seniority is used for TAT, not length of time in a school.
- 37.04.01.03 The Principal, in the presence of the School Steward, shall inform potential Teachers Available for Transfer (TAT) immediately following this meeting. The T.A.T. member will be given a Transfer Form page 74 at this time to complete.
- 37.04.01.04 After staffing is confirmed, the Principal shall promptly forward any vacancies within a school to Human Resources to be advertised internally in the form of "Pink

Sheets".

**37.05 Teacher Available for Transfer (TAT) Criteria at the School Level**

- 37.05.01 If there is a need for a reduction in the number of staff in a school, Union members may not place themselves on the Teachers Available for Transfer (TAT) list except as in 37.05.02 to 37.05.03.
- 37.05.02 A Teacher teaching in more than one school, who is declared Teacher Available for Transfer (TAT) from only one school will have the following options:
  - 37.05.02.01 Teacher Available for Transfer (TAT) from all schools, (TAT for the full contractual entitlement).
  - 37.05.02.02 Maintain the assignment in the school(s) from which the Teacher was not declared Teacher Available for Transfer (TAT). The Elementary Joint Staffing Committee will endeavour to locate a compatible position for the Teacher Available for Transfer (TAT) amount.
- 37.05.03 Where a school has to reduce staff by a fraction of a position, a Teacher who is declared Teacher Available for Transfer (TAT) will have the option of remaining for the balance of the teaching assignment available or of going Teacher Available for Transfer (TAT) for the full extent of their contract.

**37.05.04 Maintaining Ministry Certification Requirements**

Teachers engaged in special teaching programs for which additional certification is required by the Ministry, may be excluded from the Teacher Available for Transfer (TAT) list by the Joint Staffing Committee only if the program certification requirements can not be waived by the Board or satisfied by other staff using any of the following:

- 37.05.04.01 More experienced staff (with greater system seniority) in the school are not qualified, or
  - 37.05.04.02 More experienced staff in the school could not, or would not qualify, to provide such special instruction which requires Ministry certification, before the program begins, or
  - 37.05.04.03 School re-organization cannot eliminate the certification problem.
- 37.05.05 Exempting Teachers with additional Ministry Certification from teaching in their Area of Certification**

Teachers may be exempted from being required to teach a program for which additional Ministry certification is required after seven (7) years of

teaching in the specialty area if other staff are available in the school to provide the program. The above exemption must be initiated by the specialty Teacher involved. The Teacher must apply annually, in writing, to the Principal, and appropriate Superintendent, requesting this exemption and outlining the reasons for this request. The Principal and Superintendent will determine if the exemption will be granted and Joint Staffing Committee will be advised. Such an exemption may result in that Teacher becoming Teacher Available for Transfer (TAT). A Teacher who would like a change from such a program may also be considered in the Mobility process (Article 16), with the request to be exempt from teaching such a program being considered.

- 37.05.06 All Teachers Available for Transfer will complete a Transfer Form which describes their teaching qualifications, their geographic choices and their teaching preferences (page 74 -Hastings and Prince Edward D.S.B. Information Form).
- 37.05.07 A Teacher will be removed from their school's Teacher Available for Transfer (TAT) List if a change in enrolment or teaching strength occurs at that school level that creates a vacancy. This is based upon the seniority list if more than one Teacher is TAT at that school level.

**37.06 Procedures for Determining Teachers who are Surplus to System (STS)**

- 37.06.01 In the Elementary panel, the seniority list of all Teachers will be compiled in accordance with Articles 37.02 and 37.03 and distributed to each school and to the Union President. All Teachers covered by this Collective Agreement and appropriate administrative personnel will have access to the seniority list. In each school, this list will be kept with the School Staffing Committee minutes when not in use by the members.
- 37.06.02 If a surplus of staff is indicated, based upon the number of Full Time Equivalent (FTE) Teachers under contract exceeding the number of Full Time Equivalent (FTE) positions available, the Superintendent of Human Resources will prepare lists for the Elementary panel which identify:
  - 37.06.02.01 the names and qualifications of Teachers who may be Teachers Available for Transfer (TAT) in their schools; and
  - 37.06.02.02 names, seniority and qualifications of Teachers with the least Hastings and Prince Edward District School Board seniority. This information will be verified by the Joint Staffing Committee. This is a list of Teachers who may be Surplus to the system (STS)
- 37.06.03 This process is to be completed in accordance with the Joint Staffing Committee time lines, agreed to by the Board and Union.
- 37.06.04 The Joint Staffing Committee may consider Voluntary Mobility transfers as outlined in the Joint Staffing committee time lines to help reduce TAT

at the school level. (See Article 16).

**37.07 Elementary Teacher Placement Process - Offers and Placements to TAT & STS Teachers**

- 37.07.01 Prior to Mobility, a list of all teachers who are TAT or STS will be compiled as a result of the teacher declaring his/her intent on the Teacher Information Form and forwarding to the H.R. Officer - Teaching. A summary will be prepared and copies of this summary shall be sent to the Union President or designate prior to the Mobility meeting taking place. The intent of this meeting is to reassign those Teachers Available for Transfer (TAT) to positions, taking into consideration: qualifications, seniority, geography, and academic and/or personal preferences.
- 37.07.02 **Offers** - Teachers who are Available for Transfer (TAT) and Surplus to the System (STS) may be offered more than one position. Staff may agree to an offer to relocate to a new school. Rejection of an offer does not jeopardize the Teacher's position on the TAT or STS lists and other offers may be made at a later time in the placement process.
- 37.07.03 **Placements** - A formal placement in a position occurs when the Committee feels that a match between a TAT or STS Teacher and the available position has been made. If a Teacher rejects a position in which the Teacher is placed, and for which the Teacher is qualified, then the Teacher will not be placed until all other Elementary Teachers have been considered in the placement process. This Teacher will be added to the Recall List and may be offered other teaching opportunities as they become available, or during the Interpanel Placement of Elementary Teachers in Secondary Vacancies process (see below), or as a result of the Recall Procedures and Process (see below). Priority for these subsequent offers and placements will be by seniority, as described below.
- 37.07.04 **Other Types of Transfers** - Administrative Reassignments and Voluntary Mobility Transfers may be reviewed in conjunction with this process to redeploy other staff into known positions. This may result in other placement opportunities for TAT and STS staff, since other types of transfers may create different positions to be considered. (See Article 16).
- 37.07.05 **Geographical Consideration** - A formal TAT placement into a position will be no more than 40 km from the previous school to the new school(s) unless no other positions are available within that distance. The Joint Staffing Committee will also attempt to make STS placements within a 40 km distance from the previous school(s). Placements and offers in excess of 40 km may be considered by the JSC if the new position does not increase the driving distance from the Teacher's home.
- 37.07.06 Contact regarding the placement of staff from the Teachers Available for Transfer (TAT) list and the Surplus to the System (STS) list shall be made by the ETFO representatives on the JSC. Contact to principals of those



teachers will be made by the principal representatives on the JSC. This placement must be accepted in a time frame mutually agreeable to the members of the Joint Staffing Committee.

- 37.07.07 A Teacher declared Teacher Available for Transfer (TAT) shall be removed from consideration if a subsequent vacancy occurs in his/her school for which he or she is qualified, or would become qualified to teach.
- 37.07.08 The Human Resources Department will inform the Union President prior to the first day of school in September of Teacher placements made during July and August and those Teachers who remain Surplus to the System.

**37.08 Interpanel Placement of Elementary Teachers in Secondary Vacancies**

- 37.08.01 Elementary Teachers who are qualified to teach in the secondary panel and who are surplus to the elementary panel, will be considered for any available secondary vacancies. The Board will inform the Local Union of the timing and process to allow Elementary Teachers to be considered for these vacancies.
- 37.08.02 Secondary principals will identify vacancies and describe the subject and qualification requirements for each position.
- 37.08.03 A Placement Committee made up of representatives of the Elementary and Secondary Unions, the Human Resources Department and the Secondary principals will consider the available vacancies and the list of surplus Teachers, in seniority order, to determine if any Teachers can be "matched" to positions.
- 37.08.04 In cases where people and positions are determined to be compatible, an offer will be made to the surplus elementary Teacher.
- 37.08.05 A refusal of an offer by an elementary Teacher will not be considered a rejection under the terms specified under the Elementary Collective Agreement.
- 37.08.06 Acceptance of an offer to teach in a secondary school program by an elementary Teacher will be subject to the following conditions:
  - 37.08.06.01 The teaching position is for a one year period only and may only be extended by mutual consent of the Teacher, the principal and the Ontario Secondary School Teachers' Federation.
  - 37.08.06.02 The Teacher will retain his/her elementary Union affiliation for up to two years. Union dues shall be paid to the respective Union.

37.08.06.03 The Teacher will annually accrue one year of seniority on the elementary seniority list.

37.08.06.04 The Teacher will return to the elementary staff through the pink-sheet process or be placed by the Elementary Teacher Placement Committee as a "system responsibility". The Broker for any Teachers returning to the Elementary Panel will be the Superintendent of Human Resources.

**37.09 Interpanel Placement of Secondary Teachers in Elementary Vacancies**

No interpanel placement of Teachers can take place until all Elementary Teachers Available for Transfer and Elementary Teachers Surplus to the System have been placed or have been offered the position and rejected the position.

Provided that the Elementary Panel has vacancies after part-time Teachers have been offered an increase in entitlement and the Secondary Panel has qualified Teachers Surplus to the System, these procedures are followed.

37.09.01 Secondary Teachers who are, or would become qualified to teach in the Elementary panel, and who are surplus to the Secondary Panel, will be considered for any available Elementary vacancies. These Secondary Teachers will fill out a Transfer Information Form for use in the interpanel meeting. The Joint Staffing Committee will decide the point at which Secondary Teachers can be considered.

37.09.02 Elementary principals will identify vacancies and describe the subject and qualification requirements for each position.

37.09.03 An Interpanel Placement Committee will be formed with representatives of the Elementary and Secondary Unions, the Human Resources Department and Elementary Principal Brokers who have School Group vacancies. This Interpanel Placement Committee will consider the available vacancies and the list of surplus Secondary Teachers, in seniority order, to determine if any Teachers can be "matched" to positions.

37.09.04 If people and positions are determined to be compatible, an offer will be made to the surplus Secondary Teacher.

37.09.05 A Secondary Teacher who refuses an offer of an Elementary transfer will not be considered to have made a rejection under the terms specified under the Secondary Collective Agreement.

37.09.06 Acceptance of an offer to teach in an Elementary school program by a Secondary Teacher will be subject to the following conditions:

37.09.06.01 The teaching position is for a one year period only and may only be extended by mutual consent of the Teacher and the Joint Staffing Committee at the subsequent year's Interpanel Placement meeting (37.09).

- 37.09.06.02 The Teacher will retain his/her Secondary Federation affiliation during the year of Interpanel placement.
- 37.09.06.03 The Secondary Teacher in the Elementary position may accrue one year of seniority on the Secondary seniority list, subject to that Collective Agreement. If the Secondary Teacher applies for a vacancy in the Elementary panel and is hired in a subsequent year, the Teacher may apply for Elementary seniority credit (37.13).
- 37.09.06.04 The Teacher will return to the Secondary staff through the pink-sheet process or be placed by the Secondary Staffing Committee.
- 37.09.06.05 Membership affiliation of a Teacher transferred into the Elementary Panel is governed by Ontario Teachers' Federation (OTF) policy.
- 37.09.06.06 This process must be completed by August 31.

**37.10 Reassessment of Interpanel Placements**

Separate meetings of each panel's placement group will be held to assess the process up to that date. All moves made to date are reviewed with every effort being made to incorporate geographic location, qualifications and personal desires in that review. At this time, all Teachers successfully/unsuccessfully placed are officially notified by the Director or designate.

**37.11 Teachers Surplus to the System and Termination Letters**

37.11.01 Determination of the number of Teachers who are potentially Surplus to the System (STS) will be made by the Director or designate, following input from the Joint Staffing Committee.

37.11.02 Teachers who are potentially Surplus to the System (STS) will be notified in writing by the Director or designate. After June 30th of the contract year, these Teachers who have not been placed will be declared redundant, will receive termination letters and will be placed on the Recall List, as described below.

37.11.03 Any Teachers who remain Surplus to the System (STS) at the end of the entire placement process shall be the Teachers with the least seniority, subject to qualifications.

37.11.04 **Termination Letters Resulting from These Procedures**  
 After the Transfer and Surplus (T & S) process is complete, all Teachers on contract with The Hastings and Prince Edward D.S.B, whose contracts with the Board are terminated as a result of the procedures outlined in

this process, will receive a suitable letter signed by the Director of Education explaining the reasons for their termination. August 31 is the official termination date.

**37.12 Recall Process and Procedures**

- 37.12.01 All Teachers on contract and declared redundant to the Elementary panel will be given Right of Recall for a period of two years from the end of the contract year in which they are declared redundant.
- 37.12.02 All Teachers, whose contracts are terminated due to redundancy, will be given Recall Rights in accordance with the Employment Standards Act.
- 37.12.03 Staff who have accumulated more than two years of service with the Board are entitled to a severance allowance if they are declared redundant. The amount of severance pay is based on a one time payment of 4% of that person's grid salary for all Teachers who are declared redundant. Acceptance of a severance allowance ends the Board's obligation to that person.
- 37.12.04 All Teachers on the Recall List have the right to purchase benefits under the Board's group plan at no cost to the Board.
- 37.12.05 A staff member must accept or reject a formal offer of a teaching position within a period of 24 hours from the time of the formal offer. This time excludes weekends.
- 37.12.06 During the recall period the employee will accumulate seniority credit.
- 37.12.07 First priority will be given to Teachers on the Recall List for inclusion on the Occasional Teachers (O.T.) List when O.T. vacancies occur. This does not eliminate any Rights of Recall during the Recall period. The Board will not fill subsequent O.T. list openings until the Transfer and Surplus process determines whether there are Teachers on the Recall List who have not had an opportunity to join the O.T. List.
- 37.12.08 Every attempt will be made to avoid dividing positions to reach the amount of contractual entitlement.
- 37.12.09 The Human Resources Officer (Teaching Staff) and the Superintendent of Human Resources or designate will be responsible for maintaining the Recall List and making contact regarding vacancies.
- 37.12.10 Principals will contact the Human Resources Department as soon as they have any information regarding vacancies, leaves, retirements or other openings. The Human Resources Officer (Teaching Staff), or designate, will contact staff on the Recall List concerning acceptance of the position. Seniority and qualifications will be the only criteria for selection, in accordance with the following considerations:
- 37.12.11 Conditions for offering a position to contract staff on the Recall List:

- 37.12.11.01 **Qualifications** - Staff must be qualified to teach the subject(s)/levels. Staff may agree to become qualified in the summer or during the year. (See Article 10).
- 37.12.11.02 **Geographical Consideration** - A position should be no more than 40 km from the previous school to the new school(s) unless no positions are available within that distance. Offers in excess of 40 km may be considered if the new position does not increase the driving distance from the Teacher's home.
- 37.12.11.03 **Availability** - Vacancies that occur after the final placement meeting will be filled from the Recall List. Every attempt will be made to fill vacancies with people on the Recall List. Staff will make every effort to remain available for recall by the Board during the period of redundancy. (Telephone, fax, E-mail, web, pager, and summer/home addresses, which are appropriate, should be on file with the Board.) In the event that the Board makes a reasonable effort (two attempts on each of two consecutive working days) to contact the staff member and is unable to do so, the Board will move to the next name on the list. This is not considered a rejection by the staff member.
- 37.12.11.04 **Contractual Entitlement** - The Board will attempt to match the teaching load (percent of the teaching day or year) for which the redundancy occurred, to the job offer.
- 37.12.11.05 Acceptance of a teaching assignment for a percentage which is less than the actual entitlement, may occur. Prior to the beginning of the school year, staff who have accepted an offer of a position for a reduced teaching load, will be given the opportunity to increase their teaching assignment to that for which they are entitled if new positions become available. After the beginning of the school year, the Board will offer increases in teaching assignment to this person if program and geographical considerations allow this to happen. Teachers who fill a partial vacancy will continue to be considered for up to two years for the portion of their contractual entitlement not filled. Refusal of a position less than the Teacher's contractual entitlement does not constitute a formal rejection.
- 37.12.11.06 No interruption of service will be considered to have occurred when an offer is accepted. Seniority is accumulated while on the Recall List.
- 37.12.11.07 When all redundant staff have been recalled in accordance with the above, part-time staff who would like

to increase their assignment back to full time will be allowed to do so as openings/vacancies occur. This may occur for part or full year duration and must be with mutual consent. Part-time staff, who have letters of intent to increase their teaching percentage on file with the Board, will be considered during this process if there are no staff on the Recall List who can or will accept the identified position.

37.12.11.08 **Rejecting an Offer** - One offer may be rejected by that person for PROGRAM or PERSONAL reasons. First rejection of a position does not change the staff member's order on the redundancy list. Should a second offer be rejected, the Board will have no further obligation to the Teacher.

37.12.11.09 **New Vacancies for Recall and Part Time Teachers** - A vacancy that occurs as a result of any new or continuing leave, retirement or resignation by another member covered by this Collective Agreement, will be offered to staff on the Recall List and other part-time staff who wish to increase their teaching load, in accordance with the Collective Agreement.

A vacancy may be for part of a year. In this case, the "Recall" staff member will return to the Recall List. Other staff will return to previous contractual entitlement, or to another position as agreed prior to transfer.

37.13 **Seniority Review**

Secondary/Elementary Teachers who apply for bonafide elementary/secondary teaching positions will have their seniority reviewed by the Joint Staffing Committee, upon request, for the purpose of making a recommendation to Human Resources regarding the allowance of maintaining seniority in the new panel.

37.14 The **Hastings and Prince Edward District School Board Information Form** will be completed on request when Teachers are being considered for transfer to other locations. This form is intended to help provide relevant information concerning teaching strengths and geographical and career preferences when TAT, STS, Mobility and other transfers are being considered. The Joint Staffing Committee may amend the form to help the committee match educational needs with Teacher strengths and goals.

HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD INFORMATION FORM  
 \* indicates not necessary to fill out the areas with an asterisk when applying for mobility

*TAT _____	*STS _____	Mobility _____
Name:		Date:
Principal:	Contractual Entitlement:	Current School:
Home Community:		Home Phone No.:
Next Year's Probable Teaching Assignment:		
Previous Teaching Assignments:		
Basic Qualifications:		

Additional Qualifications:	
Teaching Assignment Preferences (Grade/Subject Area):	
Most Desired:	1st:
	2nd:
	3rd:
Geographic Location Preference:	1st
	2nd:
	3rd:
Other Pertinent Data:	
<b>Signature of Teacher:</b>	
The personal information contained on this form has been collected under the authority of the Education Act, R.S.O. 1980, c. 129, as amended, and will be used to determine staff assignments, exchanges, exchanges and transfers in accordance with the Collective Agreement; and will be used to prepare personnel and staff records. If you have any questions about this form, please call the Human Resources Department at 966-1170 or your Union President, 962-1210.	

**ARTICLE 38 - SEPTEMBER ENROLMENT IMBALANCES**

- 38.01 The Joint Staffing Committee will meet no later than the first week of October each year to identify possible staff relocation needs and vacancies in schools that have resulted from shifts in enrolment.
- 38.02 Principals will report to their respective Superintendents and they in turn will provide the data to the Joint Staffing Committee for this meeting.
- 38.03 No later than October 15th all schools that have been identified as needing staff reductions due to changes in enrolment, will be provided with an information meeting that includes Union representation and a Superintendent. Vacancies in the system will be declared at that time. The intent of the meeting will be to answer questions and encourage staff to consider voluntary Mobility in order to address surplus staffing in their respective schools (see Article 16) .
- 38.04 Teachers in schools that have been identified as needing staff reductions due to changes in enrolment, may volunteer for Mobility to a temporary placement in another assignment, no later than October 18th. They will declare in writing their intent, including the vacancies they are interested in, to the Joint Staffing Committee.



Principals will then forward these letters to the Joint Staffing Committee for consideration and placement. A Memorandum of Mobility will be completed in accordance with Article 16, Mobility.

- 38.05 If voluntary Mobility does not solve the staff imbalance, then the Transfer and Surplus process for determining Teachers Available for Transfer will be applied by the Joint Staffing Committee. (See Articles 37.04 and 37.05)
- 38.06 Part-time Teachers may have the right to increase their contractual entitlement at this time, providing that:
  - 38.06.01 There are no Surplus staff on the Recall List (see Surplus to System in T&S Process, Article 37) who can or will accept the identified vacancy, and;
  - 38.06.02 The vacancy has not been filled by this Enrolment Imbalance.
- 38.07 Redundant Teachers filling a vacancy continued into a new school year will return to the same position on the recall list if the Teacher on leave returns during that year.
- 38.08 All Teachers involved in the voluntary Mobility process will have the opportunity to be considered at their original school or at their new school for staffing purposes in accordance with Article 16, Mobility. These Teachers must indicate their intention in writing to the Human Resources Officer, Teaching Staff by March 31 or such other time as determined by the Joint Staffing Committee, see 14.02.06.

## **ARTICLE 39 – PART-TIME ASSIGNMENTS**

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

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

### **39.02 Part-Time Leave**

- 39.02.01 A Teacher who has successfully completed the new teacher performance appraisal(s), who prior to May 1, requests a part-time leave commencing the following school year shall have the request granted. The Teacher shall make his or her Principal immediately aware of the request for a leave.
- 39.02.02 A Teacher who has successfully completed the new teacher performance appraisal(s) and who requests and is granted a part-time leave for a specified period will return to a full-time assignment at the end of the leave period.
- 39.02.03 A Teacher who has successfully completed the new teacher performance appraisal(s) may apply prior to May 1 for an extension of the Teacher's

part-time leave and such extension shall be granted.

39.02.04 On return to a full-time assignment, the Teacher has the right to continue to be a member of the staff of the school in which the Teacher had a part-time assignment, subject to the Transfer and Surplus procedures in Article 37.

39.03 **Salary and Allowances**

A Teacher on part-time assignment shall be paid according to the salary schedule and allowances in this Collective Agreement, pro-rated unless otherwise specified in this agreement.

39.04 **Seniority**

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

39.05 **Preparation Time**

A Teacher on part-time assignment shall be assigned preparation time pro-rated within the scheduled working day.

39.06 **Scheduling of Assignments**

In assigning duties to a Teacher on part-time assignment, the Board shall schedule assignments consecutively during the part of the working day during which the Teacher has agreed to teach. The Board may schedule assignments non-consecutively only with the consent of the Teacher and the Joint Staffing Committee.

39.07 **Requests for Increase in Assignment**

39.07.01 Upon initial hiring , and on the annual commencement of each part-time Teacher's school year, the board will provide a written summary of the process required to be considered for an increase in assignment. Part-time Teachers who have letters of intent to increase their teaching entitlement on file with the Human Resources Department will be considered for increases in teaching time. (See Article 5 and Article 38.06). The Board will provide to the Union a list of those teachers who have a letter of intent on file.

39.07.02 If no increase in teaching time is possible, the Board will notify the Teacher concerned.

39.07.03 Part-time Teachers are free to accept a new or increased position, during the period of time between the completion of the Transfer and Surplus (T & S) process and the conclusion of any final reorganization of staff or classes in September. Acceptance of an increased contractual position must have the approval of the Superintendent.

**ARTICLE 40 – CHANGES IN ORGANIZATION AND METHODS**

#### 40.01 **Advance Notice of Planned Changes**

At least sixty (60) days prior to the introduction or implementation of any planned changes in organization including the reorganization of schools and classrooms, changes in methods of school operation, or changes in teaching methods affecting Teachers, the Board shall make every endeavor to advise the Union of the planned change or changes. Such prior notice shall contain full and relevant information respecting:

40.01.01 The nature and the degree of the change or changes,

40.01.02 The date or dates on which the Board plans to effect the change or changes, and

40.01.03 The location or locations involved.

##### 40.01.04 **Union-Management Committee Recommendations**

Where the impact of the initiative is deemed by the Union Management Committee to have significant implications for the System as a whole, recommendations may be made to administration for a deferral of the implementation to permit additional time to consider.

#### 40.02 **Union-Management Committee**

The Union-Management Committee will have equal representation from the Elementary Teachers' Federation of Ontario Hastings-Prince Edward and the Hastings and Prince Edward District School Board. There shall be a minimum of (3) members from each party, one of whom will be the Superintendent of Human Resources, and one of whom will be the Local Union President. The Committee will be a consultative body, sharing information and dealing with issues of concern of the Union and Management, including, but not limited to, those issues addressed in the Committee's Terms of Reference. The Committee may make recommendations to the representative bodies.

40.02.01 The Committee will be co-chaired by the Superintendent of Human Resources and the Local Union President, who will chair alternate meetings.

40.02.02 The Committee will meet quarterly during the school year or more frequently at the call of either or both of the co-chairs. An agenda will be produced, by the co-chairs, for each meeting, one week in advance of the meeting.

40.02.03 Minutes will be kept of the meetings of the Union-Management Committee.

- 41.02.04 Any new Ministry/Board initiatives shall be forwarded to the Union-Management Committee for full discussion and full disclosure prior to implementation.
- 40.02.05 Any Board initiative will be clearly described as to purpose and where it fits into the System Strategic Plan. Details included will address timelines, release time requirements, necessary training and any other additional support staff including other resources required. The Union-Management Committee may make recommendations to the Board on any areas of concern including field testing if believed necessary.

## **ARTICLE 41 – GRIEVANCE AND ARBITRATION PROCEDURE**

### **41.01 Definition of Grievance**

Any dispute involving the application, administration, interpretation or alleged violation of this Collective Agreement, including any question as to whether a matter is arbitrable, may be the subject of a grievance, and an effort shall be made to settle such a grievance fairly and promptly in the following manner.

### **41.02 Individual Grievance**

#### **41.02.01 STEP 1**

Grievance(s) must be submitted in writing to the appropriate Superintendent or designate by the Union. Within 10 (ten) school days of receipt of the grievance a meeting will be held with the Superintendent or designate. The Superintendent or designate shall respond to the grievance in writing within 10 (ten) school days of the meeting. All grievances shall be filed within ten (10) school days of the alleged incident.

#### **41.02.02 STEP 2**

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

#### **41.02.03 STEP 3**

If no settlement is reached, the Union may submit the grievance to arbitration within 10 (ten) school days of receipt of the response.

#### 41.04 **Time Lines**

Grievance time lines may be extended by mutual consent of the parties. Arbitration time lines are not extendable.

#### 41.05 **Arbitration**

When either party requests that a grievance be submitted to a single arbitrator, the request shall be conveyed in writing to the other party to the agreement, indicating the name of the arbitrator. Within 5 (five) school days thereafter, the other party shall respond in writing indicating their agreement of arbitrator or suggesting another name. If the parties fail to agree upon an arbitrator, the appointment shall be made by the Minister of Labour of Ontario upon the request of either party.

#### 41.06 **Decision of the Arbitrator**

An arbitrator shall give a decision within 30 (thirty) calendar days after the hearing on the matters submitted to arbitration is concluded. The decision of the arbitrator shall be final and binding upon the Parties and upon any employee or employees affected by it.

#### 41.07 **Board of Arbitration**

When both Parties agree, a grievance may be submitted to a board of arbitration. Notification shall be provided in writing to the other party to the agreement indicating the name of an appointee to an arbitration board. The recipient of the notice shall within 5 (five) school days inform the other party of the name of its appointee to the arbitration board. The 2 (two) so selected shall, within 5 (five) days of the appointment of the second of them, appoint a third person who shall be the chair. If the 2 (two) appointees fail to agree upon a chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party. If either Party fails to appoint a nominee to the arbitration board, the other Party may request the Minister of Labour to refer the grievance to a single arbitrator.

#### 41.08 **Powers of the Board of Arbitration**

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

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

41.09 **Decision of the Board of Arbitration**

An arbitration board shall give a decision within 60 (sixty) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration shall be final and binding and enforceable on all Parties.

41.10 **Expenses of the Arbitrator or Board of Arbitration**

Both Parties agree to pay ½ (one-half) of the fees and expenses of the single arbitrator or the fees and expenses of the Parties respective appointees and ½ (one-half) of the fees and expenses of the chair of the arbitration board.

41.11 **Discharge Grievance**

Where a Teacher has received a termination notice, the Teacher may file a grievance at Step 2 within 10 (ten) school days of written notice of termination.

41.12 **Policy Grievance**

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

41.13 **Grievance Mediation**

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

41.14 **Attendance at Grievance Meetings**

A Teacher's attendance at a meeting at any stage of the grievance procedure including arbitration shall be without loss of pay or any other entitlement. As far as practicable, such meetings shall be held during the school day.

**ARTICLE 42 - STRIKE OR LOCKOUT**

42.01 **Strikes and Lockouts**

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

42.02 **Strike By Other Board Employees**

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

## **ARTICLE 43 – UNION REPRESENTATIVES**

### **43.01 Union Officers**

Upon request, the Local Union shall provide to the Board the names of persons elected to office in the Local Union, and the names of School Stewards who are authorized by the Local Union to represent Teachers in a particular school or workplace on behalf of the Union.

### **43.02 Communications**

The Board shall provide the Union with access to the Board's internal mail (including fax and electronic mail) services in order to conduct Union business. The Board shall, where possible instruct non-ETFO workers in each school's office to direct all Union faxes, phone, e-mail and paper messages to the appropriate ETFO member(s). The Board shall provide the School Steward in each school or workplace with access to a telephone, a photocopier, a desk and a lockable filing cabinet in a private location.

### **43.03 Union Notices**

The Board shall provide to the School Steward, access to a bulletin board in each workplace for the posting of Union business and information for the Union membership.

### **43.04 Meetings**

The Board shall provide Teachers in every school or workplace with a suitable meeting room on request, free of charge, provided this does not interrupt the instructional program, and shall provide meeting space, where available, to the general membership of the Union free of charge on request. The Union will make every attempt to use the permit process where applicable.

### **43.05 Access to Members**

The Union shall have access to its members for Union business at all schools and workplaces provided that this does not unreasonably interrupt the instructional program.

### **43.06 Access to Information**

The principal of every school or workplace shall provide the School Steward with all information pertaining to the administration of this Collective Agreement at the school or workplace upon request.

## **ARTICLE 44 – CORRESPONDENCE**

44.01 All correspondence between the Parties arising out of this Collective Agreement shall pass to and from the Director of Education or designate, and from the President of the Union or designate.

## **ARTICLE 45 - ACT/REGULATION/FISCAL CHANGES**

In the event the Government of Ontario or the Government of Canada passes or amends Statutes and/or Regulations, and in the opinion of either party such action has brought about changes in the terms and conditions of work from those originally described by the parties in the Collective Agreement, the parties shall meet within fifteen (15) days of the written request of either party for such meeting.

The parties shall attempt to agree on a method of modifying the Collective Agreement by mutual consent to restore the terms and conditions of work contracted when the agreement was made. This principle of restoration is to apply when not specifically contrary to the new Statutes or Regulations.

In the event that the parties fail to agree that a modification of terms and conditions of work has taken place, or if the parties cannot agree on the necessary amendments to restore the terms and conditions originally agreed upon, the matter shall be referred to an arbitrator according to the conditions in the Grievance Procedure.

## **ARTICLE 46 - EMPLOYMENT INSURANCE**

### **46.01 (EI) Commission Rebate**

Provided the Board qualified for and receives the Employment Insurance Commission (EIC) rebate (preferred rate) the Board agrees to share twelve twelfths (12/12) of the EI rebate with the Local ETFO by March 31.

### **46.02 Establishing the Number of Insurable Hours**

The Hastings & Prince Edward District School Board and ETFO have considered Article 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Article 55 of the Employment Insurance Act. Article 10 provides methods so that employees can complete the Records of Employment for workers not paid on an hourly basis.

The parties agree, under 10(2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Teachers shall be deemed to have worked nine (9) hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.

## **ARTICLE 47 - TECHNOLOGICAL ENHANCEMENT PROGRAM**

The Board shall provide a Technological Enhancement Program fund of \$30,000.00/year for Elementary ETFO members covered by this Collective Agreement. The Board will rebate the \$30,000.00/year in the fund to ETFO by September 1 and the Local Union will administer the fund and provide an accounting of the use of the fund upon request of the Board.



## **ARTICLE 48 – DURATION AND RENEWAL**

### **Remains in Effect Until Notice Given**

48.01 This Collective Agreement becomes effective on September 1, 2008, and shall remain in effect until August 31, 2012, and from year to year thereafter unless notice is given by either Party pursuant to Article 59 of the Labour Relations Act.

48.02 Notwithstanding the period of notice stipulated in Article 59 of the Labour Relations Act, either Party may notify the other within the period of 180 days prior to the termination date of the Collective Agreement that it desires to negotiate the renewal, with or without modifications, of this Collective Agreement.

This agreement shall supersede all previous Collective Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the Articles defined herein shall be made only by mutual consent of the Parties concerned during the life of the Agreement.

During the effective period either Party wishing to amend this Collective Agreement shall notify the other Party in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within 14 days of written receipt.

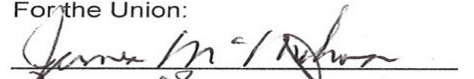

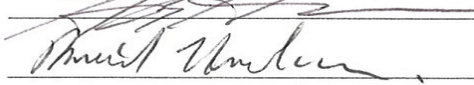
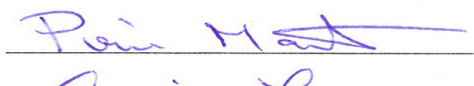
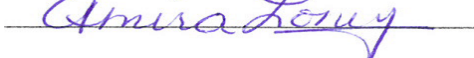
**MEMORANDUM OF SETTLEMENT**  
between  
**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**  
(Hereto referred to as the board)  
and  
**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO**  
Hastings Prince Edward Local  
(Hereto referred to as ETFO)

As a result of collective bargaining that took place between HPEDSB and ETFO, the parties to the collective agreement hereby agree as follows:


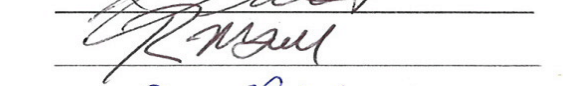

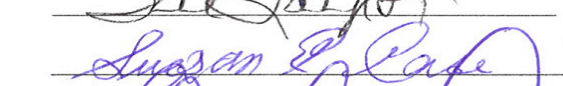
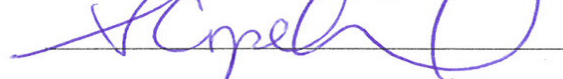
1. The current collective agreement between the HPEDSB and ETFO, which expires August 31<sup>st</sup>, 2008 is replaced, upon final ratification of this Memorandum of Settlement, with a new collective agreement for the term September 1, 2008 to August 31<sup>st</sup>, 2012;
2. The representatives of the above mentioned Parties agree to recommend unanimously the following terms of settlement for a collective agreement to their respective parties for ratification;
3. The new agreement will also include all provisions of the expired collective agreement that were not expressly amended or deleted in writing in the course of collective bargaining;
4. All provisions will become effective on the first of the month following final ratification by both parties, unless expressly agreed otherwise, in writing as set out in the attached;
5. The hereto parties understand that these Minutes of Settlement are conditional upon;
  - a) Ratification by ETFO on April 29th, 2009 and the Board on April 27, 2009;
  - b) Confirmation by the Ministry of Education that these Minutes of Settlement are compliant with the PDT Agreement;
6. Both parties agree that retro pay has already been paid on salaries and allowances in accordance with the PDT.

Signed at Belleville, Ontario this 22nd Day of April, 2009.

For the Union:

For the Board:

**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ETFO**

**Combined Grade Classrooms**

The undersigned representatives of the parties do hereby agree to the following:

That the Board will actively encourage, through verbal and written direction to school administration, the need to eliminate as many combined-grade classrooms as possible and, where this is not feasible, take the following actions:

1. Avoid, when possible, the placement of Grade 3 and 6 students in combined-grade classrooms.
2. Avoid, when possible, crossing divisions in a combined-grade classroom.
3. Provide, when possible, teachers in combined-grade classrooms with smaller class sizes subject to the makeup of the students in the class.
4. Avoid, when possible, placing students in combined-grade classrooms for consecutive years of schooling.
5. Encourage school administration to access the workload fund for the purpose of providing direct support (e.g. curriculum resources, collegial networking opportunities) to teachers facing workload challenges related to the split grade assignments.

Dated this 22<sup>th</sup> day of April, 2009

For the Elementary Teacher's Federation  
of Ontario

District School Board

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For the Hastings and Prince Edward

**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ETFO**

**Record of Workload Issues Not Included in Collective Agreement**

The Parties acknowledge that workload and related issues dealt with through this round of negotiations but not included within this Collective Agreement will be on record through the Administrator's Website and the filing of a record with the Union-Management Committee.

The areas covered by this will be Report Cards, IEP's, Itinerant Teachers, EQAO, Board-Initiated Assessment Instruments (DRA), Curriculum, Meetings with Parents, Cooperative Placements, Resources, Superintendent's Discretionary Fund, Commencement of Instructional Day, and Educational Assistants in respect to Supervision.

Dated at Belleville, Ontario this 22<sup>th</sup> day of April 2009

Elementary Teacher's Federation of  
Ontario

Hastings and Prince Edward District  
School Board

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**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ETFO**

**Release Time for Assessment, Evaluation and Report Cards**

In the 2009-2010 school year, one Professional Activity Day will be designated for the purpose of assessment and completion of report cards at the elementary level. The day will be designated in the calendar prior to the first reporting period.

Effective in 2010-2011, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period. No more than two Professional Activity Days shall be designated in the new Collective Agreements for the purpose of assessment and completion of report cards at the elementary level.

Signed this 22<sup>nd</sup> day of April, 2009

Received by:

Elementary Teacher's Federation of  
Ontario

Hastings and Prince Edward District  
School Board

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## LETTER OF AGREEMENT

between

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

and

**ETFO**

### **Principals and Vice-Principals**

During the 2011-2012 school year, if the board

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

Signed this 15<sup>th</sup> day of April, 2009.

**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ETFO**

**Grades 4-8 Class Size Reduction**

As set out in the 2008-2009 Ontario Class Size Report the average class size for grade 4-8 is 24.82. The date used for future calculations will be no later than the third week in September each school year. In accordance with the PDT, the Board will reduce the grade 4-8 average class size as follows:

- 2009 - 10: by 0.1 over their 2008-09 Grade 4-8 average class size: 24.72
- 2010 - 11: by 0.2 over their 2008-09 Grade 4-8 average class size: 24.62
- 2011 - 12: by 0.3 over their 2008-09 Grade 4-8 average class size: 24.52
- Aug. 31, 2012: by 0.5 over their 2008-09 Grade 4-8 average class size: 24.32

Staffing information shall be provided by the Board to the Elementary Joint Staffing Committee on an annual basis that will confirm the class size reductions set out above.

Dated this 22<sup>nd</sup> day of April, 2009

Received by:

Elementary Teacher's Federation of Ontario

Hastings and Prince Edward District School Board

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**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ETFO**

**Benefit Improvements**

Whereas the government has indicated its intention, conditional upon the approval by the Lieutenant-Governor-in-Council, to increase in 2010-11 the benefits benchmark by .26%;

The benefits enhancements for implementation September 1, 2010 are as follows:

1. Vision Care - increase coverage to \$400. every 24 months.
2. Extended Health Care - paramedical services and therapeutic massage - \$300 annual limit (no per visit maximum)
3. Hearing Aids - \$400. Every 48 months
4. Dental - increase board share to 100% of dental plan (current ODA Schedule minus 1 year as of January 1<sup>st</sup> of each year) including orthodontic and major restorative riders.

NOTE: Article 25.04 and 25.05 amend to 100% of premium cost.

Signed this day of 22 April 2009.

Received by:

Elementary Teacher's Federation of  
Ontario

Hastings and Prince Edward District  
School Board

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**LETTER OF AGREEMENT**

**between**

**HASTINGS AND PRINCE EDWARD DISTRICT SCHOOL BOARD**

**and**

**ETFO**

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

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

Subject to the conditions set out above, the Board will allocate the additional funded teaching positions for the 2012-2013 school year and provide staffing information to the Joint Staffing Committee to confirm the deployment of elementary Literacy and Numeracy Coaches and Student Success Teachers at the Grade 7 and 8 level.

Dated this 19<sup>th</sup> day of April, 2009

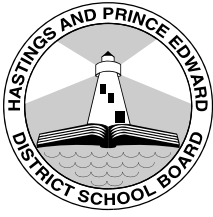
Received by:

Elementary Teacher’s Federation of Ontario

Hastings and Prince Edward District School Board

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## DECLARATION

### HUMANITY FUND EXEMPTION

Notice must be given to the Payroll Coordinator prior to September 1 of each school year.

I, \_\_\_\_\_, herewith exercise my intent to

*(Applicant - please print)*

withdraw from contributing to the Humanity Fund via payroll deduction.

The Hastings and Prince Edward District School Board and the Elementary Teachers' Federation of Ontario, Hastings-Prince Edward agree to recognize the right of the above named teacher/member for contribution exemption in the ETFO Humanity Fund (Article 9.13) for the 20\_\_\_/20\_\_\_ school year.

Signature of Member \_\_\_\_\_