

COLLECTIVE AGREEMENT

between

THE CAMPBELL CHILDREN'S SCHOOL AUTHORITY

(hereinafter referred to as "The Board")

and

THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO

(hereinafter referred to as "The Union")

September 1, 2004 - August 31, 2008

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INTRODUCTION

Terms defined in current editions of the Education Act, The Ontario College of Teachers Act, and the Labour Relations Act, or in Regulations enacted pursuant to any of the aforementioned, shall have the same meaning in this Agreement unless otherwise specifically defined.

ARTICLE 1 - PURPOSE

- 1.01 It is the purpose of the parties to set forth the Agreement which has been reached between The Board and the Union as to the basis of remuneration and conditions of employment for those teachers defined in Section 1.05. This Agreement contains the whole of the Agreement between the parties.
- 1.02 For purposes of this Agreement, a teacher includes a recent graduate of an approved teacher training program who is eligible and has applied for membership in the Ontario College of Teachers (the "College") and is awaiting acceptance, but does not include a person who is subsequently denied membership for any reason. Where a teacher's membership in the College is denied or subsequently suspended or revoked by the College in accordance with its mandate and practice, that teacher's employment shall be terminated forthwith from the Board without recourse to the grievance or arbitration procedure under the collective agreement.
- 1.03 Any amendment to the terms set out in this Collective Agreement shall be by the mutual consent of the Board and the Union and becomes effective on a date mutually agreed upon.
- 1.04 The Board recognizes the Union as the exclusive bargaining agent for all teachers employed by the Board as teachers save and except those teachers employed as administrators, occasional teachers, summer school or night school teachers or teachers hired to do home instruction.
- 1.05 The Union and its members recognize the right of the Board and its administration to manage the school system in the interests of the students and the community. The Board agrees to exercise its rights in accordance with the education and employment-related Acts and regulations of Ontario.
- 1.06 (i) No teacher shall be disciplined without just cause. If a teacher is to be disciplined, the teacher may request Union representation at any meeting in which a disciplinary penalty is to be imposed. Written reasons for the disciplinary action shall be provided to the teacher within five (5) working days from the time the teacher is informed of the action.
- (ii) Save and except for reasons of redundancy, no teacher shall be dismissed without just cause.
- (iii) The non-renewal of a Term Appointment is not a demotion.
- (iv) A teacher may be required, upon request by the Board or its designate, to produce for the Board proof of current and valid membership and certification with the Ontario College of Teachers. Failure to produce

satisfactory proof in accordance with the foregoing within two (2) weeks of a request, which time may be extended by mutual agreement, may result in disciplinary action against the teacher, up to and including suspension or dismissal.

1.07 Probationary Period

A teacher who is newly hired shall be a probationary employee for a period of one (1) year from date of hire. During the probationary period a teacher's performance shall be monitored and evaluated in accordance with Board policy. Notwithstanding 3.03 above, if the Board determines that the probationary teacher is not suitable and should not be recommended for continued employment, in the opinion of the Supervisory Officer in consultation with the principal, the teacher may be released from the employ of the Board, and shall be so notified at least thirty (30) days prior to the termination of employment or the expiration of the probationary period, whichever occurs first.

1.08 Teacher Pending Certification

A teacher who is hired to fill a permanent teaching vacancy, who is eligible and has applied for membership in the Ontario College of Teachers and is awaiting acceptance, may be hired to fill such vacancy as 'a teacher pending certification', unless such is expressly prohibited by the Ontario College of Teachers, and the following shall apply;

- (a) Prior to the first day worked in the position, a teacher who is pending certification shall provide the Board with documented verification that he or she has graduated from an approved teacher training program and has applied to the Ontario College of Teachers for certification as a teacher under the Education Act. A failure to provide the required verification shall result in immediate termination of the teacher's employment. The vacated position shall be immediately re-posted;
- (b) A teacher pending certification must have applied for, received and produced to the Board certification with the Ontario College of Teachers by no later than ninety (90) days from the date of hire. The deadline may be extended by mutual agreement in unusual circumstances;
- (c) A teacher pending certification shall have the following entitlements from date of original hire:
 - Benefits pursuant to Article 7 of the collective agreement;
 - Credit toward his or her probationary period pursuant to Article 1.07 of the collective agreement;

- Sick leave entitlement and credit pursuant to Article 9 of the collective agreement;
 - Deduction and remittance of union dues and levies under Article 11 and;
 - Pregnancy/Parental/Family Medical leave pursuant to Article 9 of the collective agreement.
- (d) If a teacher pending certification is subsequently granted certification with the Ontario College of Teachers as a teacher as defined under the Education Act, he or she shall have the following entitlements under the collective agreement, to be retroactive to the original date of hire as a teacher pending certification:
- Seniority credit for purposes of Article 12;
 - Experience credit for all purposes under Article 5, including access to retroactive pay adjustments for qualifications upgrading; and
 - Credit for Retirement Gratuity pursuant to Article 9.
- (e) If a teacher pending certification is denied certification and does not re-apply; or if certification is not granted and produced to the Board as required pursuant to paragraph (b), the teacher's permanent employment as a teacher pending certification shall be terminated, and all entitlements under this collective agreement, including but not limited to benefits, experience and seniority credit, sick leave and retirement gratuity credit, and probationary period credit, shall cease. The position shall immediately be re-posted;
- (f) It is understood and agreed that it is at all times the teacher's responsibility to notify the Board of any decision of the Ontario College of Teachers or of all changes in status prior to the expiration of the applicable dates, as set out in paragraph (b) above.

1.09 CRIMINAL BACKGROUND CHECKS AND OFFENCE DECLARATIONS

The Board is required by law to collect criminal background checks on its employees in accordance with the regulations of Ontario.

The Board shall ensure that all records and information (including Offence declarations and CPIC records) obtained pursuant to the Education Act and Regulations are stored in a secure location and in a confidential manner.

Any disciplinary action related to the criminal background check or the Offence Declaration required by regulation may be the subject of a grievance.

- 1.10 It is understood and agreed that a principal shall not be precluded from performing the duties of a teacher.

ARTICLE 2 - EFFECTIVE PERIOD

- 2.01 The term of this agreement will be September 1, 2004 to August 31, 2008, inclusive. All amendments will be effective upon the first day following ratification by both parties, unless expressly agreed in writing otherwise. Nothing in this Agreement shall be construed to require retroactive implementation or to have retroactive effect unless expressly so stated.

- 2.02 This Agreement shall supercede all previous Agreements and shall continue in effect with all clauses, provisions and effects unchanged until such time as this Agreement is itself superceded by a new Agreement, or is amended by the written agreement of the parties, or is terminated, in accordance with the Labour Relations Act, as may be amended from time to time.

- 2.03 Either party to this Agreement may, within the period of 90 days before the Agreement ceases to operate, give notice in writing to the other party of its desire to bargain with a view to the renewal, with or without amendment, of the agreement then in operation or to the making of a new agreement.

- 2.04 In view of the orderly steps provided by this Agreement for the resolution of grievances, and in accordance with the Labour Relations Act, there shall be no strike or lock-out during the term of this Agreement.
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ARTICLE 3 - DEFINITION OF TERMS

- 3.01 “Agreement” refers to this Collective Agreement between the parties.
- 3.02 “Bargaining Unit” means all members of the Elementary Teachers’ Federation of Ontario who are employed by the Campbell Children’s School Authority to teach in the Elementary Panel, save and except occasional teachers.
- 3.03 “Board” means the Campbell Children’s School Authority, and “employer” has a corresponding meaning.
- 3.04 “College of Teachers” means the Ontario College of Teachers, as established by the Ontario College of Teachers Act, 1996 (S.O. 1996, c. 12, as amended).
- 3.05 “Designate” means the individual(s) or organization(s) that may be appointed by the Union/Local or the Board to perform in various capacities in accordance with the Agreement.
- 3.06 “ETFO” means the Elementary Teachers’ Federation of Ontario.
- 3.07 “Occasional Teacher” means a teacher as defined in sub-section 1(1.1) of the Education Act, as amended.
- 3.08 “Party” or “Parties” (as the case may be) refers to the Board/Employer and/or Union/Local, as the case may be.
- 3.09 “QECO” refers to the Qualification Evaluation Council of Ontario.
- 3.10 “Regulations” means the regulations which apply to school boards in accordance with the Education Act, Labour Relations Act and any other applicable legislation, and any amendment thereto.
- 3.11 “Spouse” is understood as being inclusive of such married and common law relationships as are recognized under Ontario law.
- 3.12 “Statement of Evaluation” means the statement issued to a teacher by the Qualifications Evaluation Council of Ontario confirming that it has certified the teacher’s qualifications in accordance with the QECO program recognized under paragraph 4.01 of this Agreement.

- 3.13 “Teacher” means a person who is a member of the Ontario College of Teachers, who is employed by the Board, who meets the requirements of Part X.1 Teacher as defined in the Education Act Section 277.1(1) 2002, who is a statutory member of the Union, and for whom the Board is required to deduct fees in accordance with a schedule prescribed for members of the Union.
- 3.14 “Union” means the Elementary Teachers’ Federation of Ontario, (ETFO).

ARTICLE 4 - CATEGORY DEFINITIONS

- 4.01 Effective September 1, 2003, category definitions governing teachers’ professional qualifications are as stated in Q.E.C.O. Program 5 and shall be accepted and approved by the Board of salary classifications in accordance with Article 4.04.
- 4.02 (a) The placement of teachers in their respective categories shall be determined in accordance with the Qualification Evaluation Council of Ontario, Program 5. These certification statements are the only statements acceptable for verification of placement.
- (b) Placement of teachers in Q.E.C.O. levels B, C and D and their advancement on the salary grid will be in accordance with the Durham Board of Education Pay Equity Plan posted October 1, 1991. Q.E.C.O. categories shall be equated as follows for placement on the salary grid:

<u>Q.E.C.O. Category</u>	<u>Salary Grid Category</u>
D	A
C	A
B	A
A1	A1
A2	A2
A3	A3
A4	A4

- 4.03 The onus is on each teacher to inform the Board in writing respecting any change which has occurred in the teacher's category.
- 4.04 (a) The Board will adjust the salary of a teacher as of September 1:
- (i) If requirements for placement in a higher salary level are completed before the beginning of school in September, and
- (ii) If application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Secretary-Treasurer at the earliest opportunity,

but not later than the last teaching day in December of the current year.

- (iii) It is understood that if the Q.E.C.O. Statement is delayed and only becomes available after the deadline for the application, the Board will adjust the teacher's salary as if the Q.E.C.O. Statement had been submitted with the application in a timely manner.
- (b) The Board will adjust the salary of a teacher as of the first day of January:
- (i) If requirements for placement in a higher salary level are completed before December 31, and
 - (ii) If application with supporting Q.E.C.O. Statement of Evaluation is submitted to the Secretary-Treasurer after the last teaching day in December but before May 31.
 - (iii) It is understood that if the Q.E.C.O. Statement is delayed and only becomes available after the deadline for the application, the Board will adjust the teacher's salary as if the Q.E.C.O. Statement had been submitted with the application in a timely manner.

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES

5.01 Basic Salary Schedule

See Appendix A

- 5.02 All full teaching months of full-time, or part-time pro-rata, experience with a school board operated under the authority of the Acts and Regulations of the Ministry of Education Ontario, but excluding occasional supply or occasional extended teaching experience, shall be recognized for placement on the "Basic Salary Schedule" up to maximum.
- 5.03 Teaching experience other than that stipulated in Section 5.02 may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Board Chair or designate.
- 5.04 For purposes of placement on the "Basic Salary Schedule" a full year of teaching experience shall be ten (10) full teaching months being the months from September to June inclusive.

5.05 Recognition of teaching experience on the "Basic Salary Schedule" shall be subject to the teacher providing documentation of experience satisfactory to the Board Chair or designate.

5.06 Allowance for Post Graduate Degrees

(a) Effective September 1, 2004, an allowance of \$944. for one (1) recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Board to a member of the teaching staff in addition to the salary paid on the Basic Salary Schedule.

Effective September 1, 2005, the allowance will be increased to \$962.

Effective September 1, 2006, the allowance will be increased to \$982.

Effective February 1, 2007, the allowance will be increased to \$991.

Effective September 1, 2007, the allowance will be increased to \$1,009.

Effective February 1, 2008, the allowance will be increased to \$1,023.

This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the Basic Salary Schedule in accordance with Article 4 of this Agreement.

(b) An additional allowance of \$580. for a second recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Board. This allowance will not be applicable if the post-baccalaureate degree is used to determine category placement on the Basic Salary Schedule in accordance with Article 4 of this Agreement.

(c) To receive the allowance for a post-baccalaureate degree, the teacher must submit documentation satisfactory to the Board.

5.07 Rate for Part-Time Teachers

A part-time teacher shall be paid at the rate of salary based on category and appropriate allowances for teaching experience and post graduate degree(s) which shall be pro-rated in the same ratio as the part-time employment bears to a full-time employment.

ARTICLE 6 - METHOD OF PAYMENT

- 6.01 Salaries will be paid at the rate of 4% commencing the first banking day in September, followed by 4% on a bi-weekly basis from the third Wednesday following Labour Day and continuing until the last teaching day in June when the balance owing shall be paid in one sum. Where the last normal Wednesday pay date in June is not the last teaching day in June, the final pay date in June will be adjusted to the last teaching day.
- 6.02 The Board agrees to pay all teachers covered by this Collective Agreement by means of a direct deposit electronic transfer system. It is understood that the Board incurs no additional liability to teachers by implementing a direct deposit electronic transfer payroll system and that its obligation to teachers on its payroll is satisfied when its payroll cheque is deposited with the banking institution which is responsible for the administration of the direct deposit system.

Newly-hired teachers will provide the Board with the bank, trust company or credit union information necessary for deposits to be made into their accounts on the date their employment contracts are signed or at least fifteen school days prior to their first pay day. Teachers will advise the Board of any changes in their bank, trust company or credit union arrangements at least fifteen school days prior to a pay day for the changes to be made for that pay day. Where this is insufficient information provided to allow a direct deposit be made, the teacher's pay will be held by the Board without interest. In addition, this Collective Agreement authorizes the Board to collect reasonable administration charges from a teacher's salary if the Board is required to perform administrative work not otherwise required but for the teacher's acts or omissions respecting the teacher's direct deposit responsibilities.

ARTICLE 7 - BENEFIT PLANS

- 7.01 The Board agrees to pay 90% of the current premiums for Extended Health Care Plan, for coverage under the following:
- (a) Extended Health - 80% coverage of prescription drugs with 100% coverage of all other benefits. There is no deductible. There is no overall maximum though specific benefits may have annual or lifetime limits. Benefits includes Extended Health Benefits, Medical Emergency Assistance, Best Doctors, Travel Health Benefits, and a Health Access Line. A 12 month Survivor Benefit is included.

Vision - \$200 maximum per person every 24 months covering contacts or glasses.

Eye exams - \$50. per adult every 24 months and \$50. per child every 12 months.

- (b) Dental - 100% coverage of Basic services with a \$25 single/\$50 family per year deductible. Benefits are based on the current Ontario Dental Fee Guide and have a \$1,500 maximum per person per calendar year. This option includes a 12 month Survivor's Benefit.

The teachers will assume 100% of the premium rates for the coverage of benefits under the following:

- (c) Long Term Disability;
- (d) Custom Voluntary Life and Accident Insurance.

The Board will assume 100% of the premium rates for the coverage of benefits under the following:

- (e) Group Life Insurance -2 times earning plus \$25,000;
- (f) Accidental Death & Dismemberment - \$25,000;
- (g) Dependents Life Insurance - \$15,000 of Life Insurance coverage for the spouse of the insured, \$7,500 coverage for each child of the insured;
- (h) Posaction - The Employee Assistance Program provides short-term counseling for teachers and their immediate family members, up to a maximum of 12 hours per employee per year.

Coverage under items (c) is a condition of employment. Coverage is in accordance with the terms of the policies with the Chambers of Commerce Group Insurance Plan and the Sun Life Assurance Company of Canada plan or an equivalent policy with an alternative company. For eligible expense coverage consult your Group Insurance Plan booklet or the Master Policy.

The Board agrees to investigate the increase of Group Life Insurance to 3 times earnings plus \$25,000. If approved by the carrier the benefit would increase effective July 1, 2005. When this increase in Group Life Insurance benefits is implemented Article 7.01 will be amended to:

The Board agrees to pay 90% of the current premiums for Extended Health Care Plan, for coverage under the following:

- (a) Extended Health - 80% coverage of prescription drugs with 100% coverage of all other benefits. There is no deductible. There is no overall maximum though specific benefits may have annual or lifetime limits. Benefits includes Extended Health Benefits, Medical Emergency Assistance, *Best Doctors*, Travel Health Benefits, and a Health Access Line. A 12 month Survivor Benefit is included.

Vision - \$200 maximum per person every 24 months covering contacts or glasses.

Eye exams - \$50. per adult every 24 months and \$50. per child every 12 months.

- (b) Dental - 100% coverage of Basic services with a \$25 single/\$50 family per year deductible. Benefits are based on the current Ontario Dental Fee Guide and have a \$1,500 maximum per person per calendar year. This option includes a 12 month Survivor's Benefit.
- (c) Group Life Insurance - 3 times earnings;
- (d) Posaction - The Employee Assistance Program provides short-term counseling for teachers and their immediate family members, up to a maximum of 12 hours per employee per year.

The teachers will assume 100% of the premium rates for the coverage of benefits under the following:

- (e) Group Life Insurance - \$25,000.
- (f) Accidental Death & Dismemberment - \$25,000.
- (g) Dependents Life Insurance - \$15,000 of Life Insurance coverage for the spouse of the insured, \$7,500 coverage for each child of the insured;
- (h) Long Term Disability;
- (i) Custom Voluntary Life and Accident Insurance.

Coverage under items (c), (d), (e), (f), (g) and (h) is a condition of employment. Coverage is in accordance with the terms of the policies with the Chambers of Commerce Group Insurance Plan and the Sun Life Assurance Company of Canada plan or an equivalent policy with an alternative company. For eligible expense coverage consult your Group Insurance Plan booklet or the Master Policy.

7.02 Benefits for Part-Time Teachers:

A part-time teacher, teaching 3 days per week, shall be eligible to participate in the benefit plan of the Chamber of Commerce Group Insurance Plan provided in 7.01 (a), (b), (f), (g) and (h) the cost of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

7.03 The Board partners with Grandview Children's Centre to provide a benefit plan for teachers with coverage as described in 7.01. The plan may be changed without notice and without recourse to the grievance or arbitration procedures under the collective agreement. Any changes will be at the discretion of Grandview Children's Centre.

ARTICLE 8 - ALLOCATION OF STAFF

8.01 Placement of teachers within the school shall be at the discretion of the Principal. Such discretion shall be reasonable and applied in good faith. Allocations shall be subject to review and amendment by the Board.

8.02 Part-Time Teachers

Part-time teachers may apply and be considered for any available full-time position so long as:

- (a) they are qualified for the position for which they are applying;
- (b) there is no surplus or redundant teacher;
- (c) the expansion of the teacher's assignment to full-time does not cause another teacher to become surplus or redundant.

If more than one part-time teacher applies for such an assignment, the part-time teacher with the greatest seniority will be given preference over other part-time applicants. This does not preclude full-time teachers applying and being considered with the part-time teacher who has received preference for consideration for the posted position. The selection of the successful applicant, if any, shall rest with the Board.

Part-time teachers shall be considered for full-time vacancies before any teachers are hired from outside.

8.03 Class Size Guidelines

The applicable class size guidelines of the Ministry of Education and regulations of the Education Act shall be followed.

Note 1: Class sizes under the minimum of the acceptable range are not grievable.

Note 2: Due to various anomalies, exceptions to the class size guidelines will be made only as agreed by the Board and the Union.

ARTICLE 9 - LEAVE PLANS

9.01 Cumulative Sick Leave Plan

1. The Principal shall have the power to do and perform all things necessary for the conduct of the sick leave plan including the power, subject to the teachers' right to grieve, to allow or disallow any sick leave credits or deductions therefrom under this system.
2. The Secretary - Treasurer shall keep a record in which shall be entered the credits, the accumulated credits, and deductions, and in September of each year shall forward to each employee a statement of the days accumulated as of the previous June 30.
3. In case of dispute with respect to credits or deductions therefrom under the system, the appropriate grievance procedure shall be followed.
4. (a) Each eligible teaching employee shall be entitled to have all of the unused portion of the teacher's annual statutory sick leave of twenty (20) days transferred at the end of the current school year to the teacher's accumulated sick leave account.

(b) At the beginning of a full-time teachers probationary or permanent employment with the Board (or that of a part-time teacher, pro-rata) which commences after the beginning of the school year, that teacher shall receive sick leave credits for each full month of employment proportionate to the working year remaining. Where a teacher's employment commences other than at the beginning of a given month, sick leave credits for that month shall be determined as follows:

Where 1 to 5 instructional days have passed:	1.5 sick days
Where 6 to 10 instructional days have passed:	1.0 sick days
Where 11 to 15 instructional days have passed:	.5 sick day
Where 16+ instructional days have passed:	0 sick days

5. The maximum accumulation of unused yearly sick leave credits shall be 260 days.
6. After the sick leave of 20 days has been used in any school year, a teacher shall receive pay for absence caused by sickness up to the amount of this accumulated sick leave account.
7. When an account has been completely expended, no further payment will be made for absence due to personal illness until the account has been credited for the next year, unless deemed otherwise by the Board.
8. Incoming teachers who carry with them accumulations of unused sick leave from other Ontario Boards of Education will be credited with 100% of such accumulations up to a maximum accumulation of 260 days.
9. Any teacher whose period of service has been broken by resignation, and who subsequently is re-employed without intervening employment that interrupts the continuity of employment under which sick leave credits are accumulated, shall have placed in the teacher's sick leave account the number of unused sick leave credits held at the time of resigning.
10. Where a teacher ceases to be employed by the Board, the number of credits standing to the teacher's account under the Plan shall be reduced by two credits for each full month remaining in the working year of such employee.
11. Deductions
 - (a) To be eligible for a leave with pay due to absence caused by sickness, an employee may be required to produce a certificate of a Physician or Dentist if requested, and certifying to the inability of the teacher to attend to his other duties, if requested by the Principal.
 - (b) On each occasion where a combined pregnancy and parental leave has been extended or where a parental leave without a pregnancy leave has been extended, there will be no loss of accumulated retirement gratuity credits, accumulated seniority or accumulated sick leave credits.
 - (c) In cases where the absence is due to an accident compensable under the Workplace Safety and Insurance Act, the period of absence to be charged against the account shall be reduced to give effect only to the net salary paid by the Board. The award of the Compensation Board for loss of wages, together with the supplementation of the Board, will equal 100% of the teacher's regular wage, after normal income tax deductions, considering the tax free status of Workers' Compensation income.

12. In the event that a teacher draws upon sick leave credits from the account due to the negligence of another party and such teacher commences a civil action for damages, any monies received, in lieu of loss of wages, as a result of such claim shall be turned over to the Board and the Board will re-instate the appropriate number of sick leave credits to the teacher.
13. Items Not Chargeable to Sick Leave
- (a) Absence, with pay, will be allowed where it is occasioned through quarantine by a Medical Officer of Health, although the teacher is not ill; jury duty or in response to a subpoena to attend Court, provided the teacher pays to the Board any fees, exclusive of travelling allowances and living expenses, received as a juror or as a witness; writing examinations or attending one's own graduation; attending the graduation of one's own child from a recognized secondary or post-secondary educational institution or attending the birth of one's own child. Any such absence shall not be chargeable against the teachers' sick leave credit.
 - (b) (i) Up to five (5) days' leave of absence, with pay, will be allowed to a teacher of the Board for the purpose of attending the funeral of the teacher's immediate family. Immediate members of the family include the following: spouse, child, parent, sibling, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandchild and grandparent.
 - (ii) For the purpose of sub-paragraph (i) hereof, upon satisfactory evidence being given to the Principal or designate, "spouse" shall include a person with whom the teacher lives as though married, "parent" shall include a person who is in the position of a parent to the teacher, and "child" shall include a person to whom the teacher stands in the position of parent.
 - (c) Absence, with pay, will be allowed where it is occasioned through attending the birth of one's child (one day).

14. Special Cases Chargeable to Sick Leave

The Principal or designate, shall have authority to grant leave of absence, with pay, for periods up to three (3) working days in any one year for special or compassionate reasons.

9.02 Retirement Gratuity Plan

- (a) A teacher with a minimum of ten (10) continuous years' service with the Board or a predecessor thereof, to the date of retirement shall be granted a gratuity based on the accumulated yearly credits and the highest annual salary during the five (5) years prior to retirement.
- (b) Only credits earned by the teacher during employment by the Board or a predecessor thereof shall be used in the calculation of the gratuity.
- (c) Credits will be accumulated as follows:
 - 1. Each teacher will be given a credit of 2% for each year's service with the Board or a predecessor thereof prior to September 1973.
 - 2. Commencing in September 1973, a teacher will be given a percentage credit for each year of service with the Board or a predecessor thereof based on the following table:

<u>Sick Leave Credits Unused at the End of Each Individual Year</u>	<u>Percentage Credits to be Added to an Employee's Accumulated Credits at the End of Each Individual Year</u>
20	2.0 percent
19	2.0
18	2.0
17	2.0
16	2.0
15	2.0
14	1.9
13	1.8
12	1.7
11	1.6
10	1.5
9	1.4
8	1.3
7	1.2
6	1.1
5	1.0
4	0.8
3	0.6
2	0.4
1	0.2
0	0.0

3. The teacher's accumulated credits at the end of each year shall not be reduced.
4. A teacher can accumulate a maximum credit of 50 percent for service with the Board or a predecessor thereof.
5. Teachers who have been absent in excess of ten (10) consecutive school days in any one year shall be granted a gratuity credit of up to 2 percent in any one year to a maximum of 5 percent at retirement.

6. The Retirement Gratuity Plan Calculation

- (i) The total percentage credit in an employee's account.
- (ii) The highest annual salary during the five years prior to retirement.

Example:

A. Teacher with 50 percent credit accumulation and salary of \$16,000. at retirement: $\$16,000 \times \frac{50}{100} = \$8,000.$

B. Teacher with 16.5 percent credit accumulation and salary of \$16,000. at retirement: $\$16,000 \times \frac{16.5}{100} = \$2,640.$

- (d) The Secretary-Treasurer shall keep or cause to be kept, a record in which shall be entered the credits for each year and the accumulated credits to date. In September of every year, each teacher shall receive a statement of accumulated credits in the plan as of the previous June 30. The teacher will have until October 31 to notify the Secretary-Treasurer of any disagreement with the balance shown on the statement. After that date the balance will be considered as correct and no changes will be made.
- (e) It is the responsibility of the teacher to make written application for the retirement gratuity and to submit evidence that application has been made and a pension from the Ontario Teachers' Pension Plan Board will be received immediately upon retirement from the Board. The retirement gratuity benefit is not severance pay. It is understood that a retirement gratuity will only be paid to a teacher who is retiring from the teaching profession on pension, and is not payable to a teacher who opts to take the commuted value of his or her pension contributions.
- (f) A part year will be pro-rated on the foregoing table.

- (g) This gratuity will be paid in one sum during the month of April following retirement, or in June of the year of retirement if the Board is so advised before December 31 of the preceding year.
- (h) In the event of the death of a teacher, either before or after retirement, but before receiving the benefits as provided in this plan, such benefits shall be paid to the estate.
- (i) A retiring teacher, as referred to in this plan, is interpreted as being: One who ceases to be employed by the Board, and has made application for, and will be receiving a pension from the Ontario Teachers' Pension Plan Board immediately upon retirement from the Board. The retirement gratuity benefit is not severance pay. It is understood that a retirement gratuity will only be paid to a teacher who is retiring from the Board and from the teaching profession on pension, and is not payable to a teacher who opts to take the commuted value of his or her pension contributions.

9.03 Other Leaves of Absence

A. With Full Salary

On recommendation of the Principal, the Board may grant a member of the staff a leave of absence from regular duties for stated periods of time for the following purposes:

1. Special School Systems Investigations
2. Special Study Projects
3. Special Courses of Study deemed necessary to the system and its students
4. Service with the Ministry of Education, Ontario Association for Education Officials, Ontario Institute for Studies in Education
5. Liaison Study with Commerce and Industry, e.g. Staff Training and Development Program, Manpower Utilization Programs, Personnel and Industrial Relations Programs
6. Special or compassionate reasons justifying a longer leave than that provided for in the Cumulative Sick Leave Plan for Elementary School Teachers, Section 9.01 (14).

The length of such leave shall be determined by the particular requirements of the project for which the leave is granted.

B. Leaves for Federation Business

1. Bargaining Unit Officers

The Board agrees to grant up to full-time leave for Union business to the Bargaining Unit President and the 1st and 2nd Vice-Presidents, who shall be entitled to 100% credit for teaching experience and seniority for the duration of the leave, and to the benefits described in Article 7 and 9.01 - Cumulative Sick Leave Plan. The President shall notify the Board whenever sick days are used so the accumulated sick leave account can be adjusted accordingly. The Bargaining Unit will reimburse the Board for the full cost of employee benefit coverage, the full cost of any monetary payments or benefits payable to the President and the 1st Vice-President, separate and apart from the basic salary schedule and the salary cost of the replacement teacher, which shall be defined as the lesser of the average of the Basic Salary Schedule as of September 30 each year pro-rated for teachers on leave for less than a normal full-time teacher load, or the actual salary of the bargaining Unit President and 1st Vice-President. The Union will reimburse the Board for the full cost of salary and benefits for the 2nd Vice-President.

2. Time Off for Teacher Bargainers

Time off with pay shall be granted to the Chief Negotiator, a Chairperson of the Collective Bargaining Committee, for the purpose of meeting with the Board in direct negotiations. The Bargaining Unit will reimburse the Board for the full salary and statutory benefits costs of the occasional teacher replacements.

C. Without Pay

The Board may grant leave of absence without pay for up to one year, to members of staff, for such purposes as the following:

1. Work Experience (excluding teaching other than occasional teaching)
2. Special Request
3. Union Business

9.04 Parental Leave Policy

A. Pregnancy Leave

Pregnancy leave of up to seventeen (17) weeks without pay shall be granted to a teacher who has worked for the Board for at least thirteen (13) weeks as follows:

- (a) Pregnancy leave shall be for a seventeen (17) week period or such shorter period as the teacher may request.
- (b) Pregnancy leave shall commence during the period of eleven (11) weeks immediately preceding the estimated date of delivery for teachers who do not take a parental leave. In cases where the teacher will also take parental leave, the pregnancy leave may commence no earlier than seventeen (17) weeks before the expected birth date.
- (c) A teacher must give the Board at least two weeks written notice of the date the pregnancy leave is to begin and a certificate from a legally qualified medical practitioner stating the expected birth date.
- (d) The pregnancy leave may end earlier than planned if the teacher gives the Board four (4) weeks written notice before the desired date of return.
- (e) At the termination of the pregnancy leave period the onus is on the teacher to report in writing her readiness to resume duties.

B. Parental Leave

Parental leave without pay shall be granted to a teacher who has worked for the Board at least thirteen (13) weeks as follows:

- (a) Parental leave shall be for a thirty-five (35) week period or such shorter period as the teacher may request.
- (b) The parental leave of an employee who takes a pregnancy leave must begin when the pregnancy leave ends unless the child has not yet come into the custody, care and control of a parent for the first time.
- (c) Parental leave may begin no more than thirty-five weeks after the child is born or comes into the custody, care and control of a parent for the first time.

- (d) Where possible, the teacher must give the Board at least two (2) weeks written notice of the date the leave is to begin.
- (e) A teacher who wishes to end parental leave sooner than expected may do so if the teacher gives the Board at least four (4) weeks written notice before the desired date of return.
- (f) It is understood and agreed that the teacher will give the Board notice of intent to adopt as soon as possible recognizing that it may be necessary for the teacher to commence leave immediately when the child becomes available.

C. Provisions Applicable to Both Pregnancy and Parental Leaves

- (a) Seniority and credit for teaching experience continue to accrue during pregnancy or parental leave.
- (b) During pregnancy or parental leave, the Board shall continue to make its contributions for the benefit plans provided under Article 7 unless the teacher indicates in writing that the teacher does not intend to pay the teacher's contributions or if the teacher fails to make such contributions by way of post-dated cheques provided to the Board at the commencement of the leave.
- (c) A teacher who continues on parental leave, where such leave has been extended, shall have the option to continue benefit coverage under Article 7 by assuming full premium cost (100%) for the period of the leave extension provided the terms and conditions of the master insurance policies allow for such coverage.
- (d) A teacher may request an extension to their pregnancy and/or parent leave, without pay, for a maximum total leave of up to two (2) school years, plus (as appropriate) any partial year association with a pre-arranged date as required below. Any return from extended leave must be scheduled, at the time the leave is requested, for the commencement of the next school year, for the first school day after the Christmas break, for the first school day after the March break or, by mutual agreement, at another natural break in the school year. A teacher must apply in writing for the extended leave not later than two (2) weeks in advance of the commencement of the leave. It is understood that a leave under 9.03 C may not follow an extended leave.
- (e) Salary shall be paid in accordance with the proportion of the year taught.

- (f) (i) A teacher who is required to be absent from work because of pregnancy related illness is entitled to sick leave in accordance with Article 9.01. A teacher on pregnancy or parental leave is not entitled to sick leave pay.
- (ii) Notwithstanding (i) a teacher on pregnancy or parental leave is not entitled to sick leave, except that a teacher may be eligible for sick leave and sick pay in accordance with Article 9.01 for a period of recovery from childbirth if the request for sick leave is made in writing to the Principal at least two (2) weeks in advance of the anticipated date of birth. The teacher will be required to provide the Board with written verification of the actual date of birth within six (6) weeks of the birth. For a claim of sick leave and pay beyond six (6) weeks the Board will require comprehensive medical certification to support the claim.
- (g) A teacher may be required to submit a written statement of intent to return to work at the end of pregnancy or parental leave.
- (h) A teacher returning from a pregnancy leave and/or parental leave in the same school year in which the leave was commenced shall return to the position held prior to commencement of the leave.

D. Supplemental Unemployment Benefits (SUB) Plan

It is understood by both parties to this Agreement that the SUB Plan set out herein is based upon and is subject to Employment Insurance (E.I.) Regulations and procedures. In the event of amendment to those E.I. Regulations and procedures, these SUB provisions will be reopened and renegotiated by the parties, as required, to ensure ongoing acceptance by E.I. authorities.

1. The object of this SUB Plan is to supplement the E.I. benefits received by teachers from Human Resources Development Canada for temporary unemployment caused by pregnancy leave or parental leave.
2. Only Teachers covered by this Collective Agreement are covered by this Plan.
3. The other requirements for receipt of SUB: are:
 - (a) the Teacher must be eligible to receive E.I. pregnancy or parental benefits from Human Resources Development Canada;
 - (b) an application for SUB must be made by the Teacher on a form to be provided by the Board and the Teacher shall provide verification of

approval of the E.I. claim by submitting her/his benefit stubs or by obtaining a computer print-out from the Commission;

- (c) the Teacher shall sign an agreement with the Board indicating:
 - (i) that the Teacher will return to work (prior to submitting any resignation) and remain in the service of the Board (in accordance with the terms of the Teacher's Contract) after returning from the Teacher's Pregnancy Leave or Adoption Leave (and any subsequent additional leave granted by the Board under this Agreement); and
 - (ii) that should the Teacher not comply with (i) above the Teacher shall reimburse the Board any monies paid to the teacher under this SUB Plan.
- 4. A Teacher must have applied for and be in receipt of E.I. benefits before a SUB becomes payable.
- 5. A Teacher disentitled or disqualified from receiving E.I. benefits shall not be eligible for a SUB. A SUB payment shall be made only when it has been verified that the teacher has applied for and is in receipt of E.I. benefits.
- 6. A Teacher shall not have the right to a SUB payment except for supplementation of E.I. benefits for the Unemployment period as specified by this Plan.
- 7. The benefit level paid under this Plan is set at a weekly rate equal to 90% of the Teacher's weekly insurable earnings as determined by the Canada Employment and Immigration Commission. It is understood that in any week, the total amount of SUB, E.I. gross benefits and any other earnings received by the Teacher shall not exceed 95% of the Teacher's normal weekly earnings consistent with the Canada employment and Immigration Commission regulations.
- 8. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which a SUB is payable.
- 9. Other Income: Payments in respect of guaranteed annual remuneration or in respect of deferred remuneration or severance pay benefit shall not be reduced or increased by payments received under this Plan.
- 10. This Plan shall be in effect for the duration of the Collective Agreement.

E. Pregnancy Leave SUB Top-Up
Effective April 1, 2004

1. For pregnancy leave only, and in lieu of the option to access sick leave for the presumptive period of recovery in accordance with 9.04 C (f) (ii) above, a teacher who is eligible for E. I. may opt for a pregnancy leave SUB top-up, which top-up may be in addition to the SUB (if taken) which is available for the two-week (2) waiting period.
2. It is understood by both parties to this agreement that the pregnancy leave SUB top-up set out herein is based upon and is subject to employment Insurance (E. I.) Regulations and procedures. In the event of amendment to these E. I. Regulations and procedures, these pregnancy leave SUB top-up provisions will be re-opened and re-negotiated by the parties, as required, to ensure ongoing acceptance by E. I. Authorities and ongoing compliance with E. I. Legislation, regulations and procedures.
3. The pregnancy leave SUB top-up shall provide for the difference between what an employee received from E. I. and their regular wage for a maximum of the six (6) week presumptive period of recovery, commencing from the date of birth.
4. An application for pregnancy leave, as well as a medical certificate identifying the expected date of birth, is required prior to the teacher taking their leave. In addition, the teacher will be required to provide the Board with written verification of the actual date of birth with six (6) weeks of the birth.
5. To access pregnancy leave SUB top-up, a request shall be made, in writing, to the Board at least two (2) weeks in advance of the anticipated date of birth. To receive pay, the teacher must also provide the Board with verification of the approved E. I. claim indicating the amount of E. I. paid to the teacher, and an indication of the dates that the waiting period was served. On receipt of this information, the Board will process a lump-sum payment for the top-up of benefits owing to the teacher. This pregnancy leave SUB top-up will be payable only for those days during the six (6) week period which fall on regular school days.
6. Any claims for pregnancy leave SUB top-up in excess of the maximum six (6) week period specified above shall be subject to a requirement for comprehensive medical certification supporting a recovery period longer than the presumptive period.

9.05 Family Medical Leave

Notwithstanding any other provisions of this collective agreement dealing with unpaid leave of absence, Family Medical Leave of up to eight (8) weeks without pay shall be granted to a teacher who meets the requirements for the leave as specified in the Employment Standards act. Nothing in this provision limits the Board's ability to grant leaves under other applicable sections of the collective agreement or Board policy or Board procedure.

**ARTICLE 10 - PROCEDURE FOR THE RESOLUTION OF GRIEVANCES
ARISING DURING THE TERM OF THE AGREEMENT**

10.01 In this Agreement, "grievance" means any dispute as to the interpretation, application, administration, or alleged violation of the terms of this Agreement including the question as to whether or not the matter is arbitrable. The parties agree to resolve all grievances in the manner and by way of the procedure hereinafter set out. The parties recognize that grievances which may arise should be resolved as expeditiously as possible and, accordingly, have set out mandatory time limits for grievance and arbitration proceedings which must be observed. Failure of the grieving party to proceed within the times stipulated shall be deemed a withdrawal or settlement of the grievance. Failure to respond within the times stipulated shall allow the grieving party to proceed to the next step.

10.02 The time limits fixed for the grievance procedure under this Agreement may be extended or abridged upon the written consent of the Board and the Union.

10.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Union.

10.04 Step I

A teacher who has a complaint relating to the interpretation, application, administration or alleged violation of this Agreement shall inform the Principal and/or Secretary-Treasurer. Such a complaint shall be brought to the attention of the Principal and/or Secretary-Treasurer, stating, in writing, the specific clauses being contravened, within ten (10) regular school days of the occurrence or origination of the circumstances giving rise to the complaint. The Principal or Secretary-Treasurer shall, within five (5) school days, attempt to resolve the complaint informally at a mutually agreed upon time. The teacher may have the assistance of the Union President.

The Principal and/or Secretary-Treasurer shall consult with and may seek the assistance of the Board Chair (or designate) should there be an informal

meeting. Notwithstanding the above, the Principal's and/or Secretary-Treasurer's answer shall be forwarded to the teacher not later than ten (10) regular school days after receiving the complaint in writing.

10.05 Step II

Should the teacher be dissatisfied with the answer received in Section 10.05, or should the Principal and/or Secretary-Treasurer fail to submit the answer within the time stipulated, the Union, through a recognized officer, may submit a grievance in writing to the Board Chair stating the facts on which the grievance is based, a notation of the sections of the Agreement claimed to have been violated, and the remedy requested.

It shall be submitted no later than five (5) regular school days following receipt of the answer in Step I and, in any event, no later than thirty (30) regular school days following the date on which the facts giving rise to the grievance arose. The Board Chair shall convene a meeting no later than five (5) regular school days following receipt of the grievance. The meeting shall be attended by the Board Chair and/or designate, and any other administrative staff representative the Board Chair may choose to be present together with the President of the Union or designate, and at least one other Union representative.

The grievor may attend at the request of either party. The Board Chair or designate, in consultation with the Supervisory Officer, shall answer the grievance in writing and submit each answer to the President of the Branch Affiliate or designate no later than ten (10) regular school days from the date of the meeting.

10.06 Group Grievance

In the event that the rights of two (2) or more teachers are alleged to have been violated in circumstances which involve the same basic set of facts, the Union, on behalf of the employees involved, may initiate a Group Grievance in writing at Step II within no later than eighteen (18) regular school days of the incident or circumstances giving rise to the grievance.

The Board Chair shall convene a meeting not later than five (5) regular school days following receipt of the grievance. The meeting shall be attended by the Board Chair and/or designate, and any other administrative staff representative the Board Chair may choose to be present together with the President of the Union or designate, and at least one other Union representative. The Board Chair or designate, in consultation with the Supervisory Officer, shall answer the grievance in writing and submit such answer to the President of the Union no later than ten (10) regular school days from the date of the meeting.

10.07 Policy Grievance

Where the Board or the Union alleges that its rights as a party to the Collective Agreement have been directly violated, as opposed to the rights of an individual teacher, a policy grievance may be initiated at Step II. The Board shall initiate policy grievances by writing to the President of the Union and the Union shall initiate policy grievances by writing to the Board Chair within ten (10) regular school days of the incident or circumstances giving rise to the grievance.

Such written policy grievance must contain particulars of the incident giving rise to the grievance, the provision(s) of the Collective Agreement alleged to have been violated, the date of the alleged violation and the remedy requested. The parties shall meet within ten (10) regular school days of receipt of the grievance and a written reply shall be provided by the party who has received the grievance within ten (10) school days of the meeting.

10.08 Arbitration

Should the grievance be unresolved following receipt of the answer at Step II, or should such answer not be given within the required time, either the Union or the Board may submit the grievance to arbitration. The referral to arbitration must be filed no later than ten (10) regular school days after the expiry of the Step II time limit.

- (a) The referral to arbitration shall contain the name of the first party's appointee to the Arbitration Board. The recipient of the notice shall, within ten (10) school days, inform the other party of the name of its appointee to an Arbitration Board. When the two (2) appointees are so selected, they shall, within ten (10) school days of the appointment of the second of them, appoint a third person who shall be Chair. If the recipient of the notice fails to appoint an Arbitrator or if two appointees fail to agree upon a Chair within ten (10) school days, the parties shall ask the Ontario Ministry of Labour to appoint a single arbitrator.
- (b) Upon the mutual consent of the parties, being the Board and the Union, the Board of Arbitration provided herein may be substituted for by a sole Arbitrator appointed by the parties, being the Board and the Union, or, if they are unable to agree on the selection of an Arbitrator, by the Ontario Labour Relations Board.
- (c) An arbitrator will attempt to render a decision, where feasible, within thirty (30) calendar days of the completion of the hearing.
- (d) An arbitrator shall not be authorized to alter, modify, amend or add to this Agreement in any way, or to reach a decision inconsistent with its term or any of its provisions.

- (e) The provisions of 10.08 (c), and (d) above, related to a single arbitrator, shall similarly apply to an Arbitration Board.
- (f) The decision of the arbitrator shall be final and binding upon the parties to this Agreement. Where a grievance is heard by an Arbitration Board rather than by a single arbitrator, should there not be a unanimous decision, the decision of the majority shall govern; and if there is no majority, the Chairperson's decision shall govern.
- (g) Each of the parties, being the Board and the Union, shall be responsible for the fees and expenses of the arbitrator. If a grievance is heard by an Arbitration Board rather than by a single arbitrator, each of the parties, being the Board and the Union shall be responsible for the fees and expenses of its own nominee, and the parties shall share equally the fees and expenses of the Chairperson.

ARTICLE 11 - UNION DUES

- 11.01 On each pay date on which a teacher is paid, the Board will deduct from his or her pay the regular E.T.F.O. Union Dues in accordance with the written direction of the Union, to be received by the Board at least thirty (30) days in advance of an anticipated change. It is understood that SUB payments do not constitute any part of a teacher's pay for purposes of dues deduction.
- 11.02 E.T.F.O. dues deducted in accordance with 11.01 above shall be remitted to the attention of the Treasurer of E.T.F.O. at its Head Office, on the 15th day of each month following the month in which the deductions were made. The remittance shall be accompanied by a list identifying the teachers from whom deductions were made, their Social Insurance Numbers, their individual salaries for the period, and the amount deducted.
- 11.03 Any monies deducted under 11.01 and 11.02 above shall be reflected as a dues deduction on teachers' T4 slips.
- 11.04 The E.T.F.O. shall indemnify the Board and save it harmless from all costs, losses, suites, attachments, damages or any other form of liability that may accrue from claims against the Board arising from the deduction or remission of dues, or from the provision of information upon which the Board and the Union may agree in accordance with the foregoing. It is further agreed that the Board is not in any way responsible for reconciling amounts due or deducted, but, upon request by the Union, will correct the future deduction status for a teacher.
- 11.05 The Board will deduct and remit professional fees to the Ontario College of Teachers in accordance with enabling legislation/regulation.

ARTICLE 12 - SENIORITY

- 12.01 All members of the Bargaining Unit covered by this Collective Agreement shall be placed on a seniority list.
- 12.02 (a) Total years of seniority shall be determined by the total number of years of continuous employment with the Campbell Children's School Authority and its predecessor boards and in accordance with the provisions of the Collective Agreement.
- (b) Accrued seniority for part-time teachers shall be pro-rated in the same ratio as part-time employment bears to full-time employment. Such part-time employment shall be deemed to be continuous subject to Section 12.02 (a) above.
- (c) Effective September 1, 1995, a teacher will accumulate seniority while on long-term disability. There will be no retroactive credit for periods of long-term disability prior to September 1, 1995. Seniority accrued while receiving L.T.D. benefits will be credited to the teacher upon the teacher's return to their regular employment status.
- 12.03 In the event of surplus or redundancy, where a tie exists in placement on the Seniority List, the following steps shall be followed to determine position:
- (a) Total years of teaching experience with the Board, then,
- (b) Total years of teaching seniority in Ontario, then,
- (c) Total years of teaching experience in Canada, then,
- (d) Total years of teaching experience, as recognized for placement on the salary schedule, then,
- (e) By lot conducted jointly by the Board Chair and the President of the Union.
- Where two (2) or more teachers are determined to have the same seniority based on the factors in (a) through (d) above, seniority for redundancy and surplus purposes shall be determined as of the date that paid employment commences with the Board .
- 12.04 On or before November 1 of each year, a master Seniority List as of June 30, immediately preceding, shall be drawn up by the Board and shall be posted in the school and furnished to the Union. The list shall depict the seniority status of each member of the Union covered by this Collective Agreement in decreasing order of their respective seniority in accordance with Section 12.02.

- 12.05 On or before April 15 of each year, the Master Seniority List shall be reviewed and amended by attaching additions and seniority as of June 30, immediately preceding, to the list - if seniority is to be used as a result of an expected surplus and redundancy situation. Notice of such Master Seniority List Amendment shall be posted in the school. Such amendments shall be subject to Section 12.07 (a) and (b).
- 12.06 Seniority of full-time and part-time teachers hired subsequent to the June 30th date set out in 12.04 and 12.05, above, shall show as "0 years" for the purposes of the master seniority list, with the appropriate amount of time worked in that year being credited toward the "tie breakers" as set out in paragraph 12.03 above.
- 12.07 (a) Within twenty (20) days of the posting of the Master Seniority List Amendment referred to in Section 12.05, each member of the Union shall have the right to contest the accuracy of the dates in the posted Amendment failing which the teacher shall have no further complaint respecting seniority status.
- Teachers on leave from the Board during the twenty (20) day period of the posting shall have twenty (20) days after their return from leave to contest the accuracy of the Master Seniority List Amendment which was posted during their leave of absence.
- (b) Should a teacher question the accuracy of seniority status, as depicted on the Master Seniority List, the teacher shall notify the Secretary-Treasurer in writing to this effect. If the matter is not resolved, the teacher shall notify the Union and the Secretary-Treasurer shall forward the original notification to the Board Chair. The Parties shall meet within five (5) teaching days after the Board receives or may reasonably be expected to have received any such written notification to review this matter.

ARTICLE 13 - REDUNDANCY

- 13.01 In the event that there are redundant teachers within the Board due to reduced enrolment, program changes or changes in the Board's jurisdiction, the following principles shall apply:
- (a) Redundant positions will be determined.
- (b) Every effort shall be made to absorb the redundant teachers through the process of attrition as a result of normal resignations, retirements and/or leaves of absence;

- (c) If it is not possible to place redundant staff, reductions shall be made on the basis of seniority as determined by Article 12 of this Agreement;
- (d) Teachers who are redundant shall be notified in writing by May 31.

13.02 Should a teacher on permanent or probationary contract be declared redundant, the teacher at the time of being declared redundant will:

- (a) have the option of being placed on the regular supply teacher list and shall receive a priority in call for a position within the Board for two (2) years from the date of having been declared redundant;
- (b) have the option of up to two (2) years from the date of being declared redundant of being rehired without loss of seniority attained at the time of being declared redundant in priority to any new teachers save and except other persons having been declared redundant by the Board who have greater seniority at the time the position becomes available.

Such a teacher shall keep the Secretary-Treasurer advised of any change of address; and written notification of any position shall be deemed to be received by such teacher within four (4) days of having been sent by prepaid registered mail to the last known address of the teacher in the records of the Secretary-Treasurer and such position shall be deemed to have been refused by such teacher if no acceptance of the position is communicated to the Superintendent of Education/Operations within eleven (11) days of the notice having been mailed (including the date of mailing). In the event that a teacher refuses or is deemed to have refused a permanent position, the teacher shall no longer have the protection of this Article of the Agreement;

13.03 Teachers shall be rehired on a contract to which they would be entitled had they not have been declared redundant.

ARTICLE 14 - HALF-TIME LEAVES

14.01 Half-Time Leave of Absence

- (a) Subject to the other provisions of Article 14, a full-time permanent teacher shall be granted a half-time leave of absence (.5 FTE), renewable annually, upon written application or renewal notice to the Board Chair, to be received no later than March 1 immediately preceding the school year for which the leave is being requested or renewed.
- (b) A teacher on half-time leave of absence will be required to work 0.5 of a regular full-time teaching timetable during the year of the approved leave.

- (c) A teacher on half-time leave shall be entitled to 50% credit for the purpose of seniority during the period of the leave and to all employee benefits to which that teacher is entitled unless otherwise provided under this Agreement, but on a cost-share basis as set out below.
 - (d) A teacher who is granted a half-time leave shall be eligible for salary and allowances, experience credit for salary purposes and sick leave accumulation, and retirement gratuity, each on a pro rata basis (i.e. ½) reflecting the half-time nature of that teacher's teaching schedule to the teaching schedule of a full-time teacher.
 - (e) Notwithstanding (d) above, a teacher granted a half-time leave shall not suffer a loss of retirement gratuity or sick leave credits accumulated to the time of the commencement of the leave.
- 14.02 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.
- 14.03 Consideration for leaves under this articles will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Principal.

ARTICLE 15 - GENERAL

15.01 School Year

The Board agrees that the school year will be no longer than the minimum required under the Education Act and Regulations, except after discussion with and the agreement of the Union.

15.02 Professional Activity Days

The Board agrees to authorize and approve the maximum number of professional activity days allowed by the Education Act and Regulations.

15.03 Lunch Break

Recognizing the duties of teachers as defined by the Education Act and Regulations, each teacher shall be scheduled for a lunch break of 40 consecutive minutes free from scheduled supervision, duties and school activities.

15.04 Medical Procedures

- (a) No teacher shall be required to carry out any of the following medical procedures: administer medication by injection (except the use of an epipen), catheterization, tube feeding, feeding students with impaired swallow reflex, postural drainage or manual expression of the bladder.
- (b) No teacher shall be required to carry out a pediculosis examination.
- (c) While teachers are not required to perform the above procedures, they may volunteer to do so under the direction of the Principal.

15.05 Preparation Time

Preparation time shall be used for professional activities, as determined by the teacher, and shall be assigned only during the Instructional School Day as defined in 15.06.

- (a) For the period from September 1, 2004 to August 31, 2005, all existing provisions and practices respecting preparation time will remain in effect.
- (b) In addition to any preparation time provided during professional activity days or otherwise under this collective agreement, the Board shall ensure the following:
 - 1. Effective September 1, 2005
 - (i) In developing class and teacher timetables, principals shall schedule the equivalent of 160 minutes per week of preparation time during the Instructional School Day, as defined in 15.06, free from supervisory, teaching or other assigned duties for each full-time teacher and shall provide the equivalent of 160 minutes on a prorated basis for part-time teachers.
 - (ii) Each teacher shall have the use of one and half (1.5) P.A. days designed as in-school preparation days, free from supervisory, teaching or other duties. The Board shall allocate one and half (1.5) professional activity days (see 15.02), to teachers for purposes of preparation time. Teachers must be present in the school on that day; and
 - (iii) Supply teacher coverage for preparation time equal to a .5 release day per school year for each FTE classroom teacher. The principal of the school will decide the allocation of the available preparation time. In no instance shall a supply teacher be brought in for less

than one-half ($\frac{1}{2}$) day at a time. A teacher allocated preparation time pursuant to this provision must be present in the school during that time. Use of preparation time is contingent on availability of occasional teachers.

2. Effective September 1, 2006

- (i) In developing class and teacher timetables, principals shall schedule the equivalent of 180 minutes per week or preparation time during the Instructional School Day, as defined in 15.06, free from supervisory, teaching or other assigned duties for each full-time teacher and shall provide the equivalent of 180 minutes on a prorated basis for part-time teachers.
- (ii) Each teacher shall have the use of one and half (1.5) P.A. days designed as in-school preparation days, free from supervisory, teaching or other duties. The Board shall allocate one one-half (1.5) professional activity days (see 15.02), to teachers for purposes of preparation time. Teachers must be present in the school on that day; and
- (iii) Supply teacher coverage for preparation time equal to a .5 release day per school year for each FTE classroom teacher. The principal of the school will decide the allocation of the available preparation time. In no instance shall a supply teacher be brought in for less than one-half ($\frac{1}{2}$) day at a time. A teacher allocated preparation time pursuant to this provision must be present in the school during that time. Use of preparation time is contingent on availability of occasional teachers.

3. Effective September 1, 2007

- (i) In developing class and teacher timetables, principals shall schedule the equivalent of 190 minutes per week or preparation time during the Instructional School Day, as defined in 15.06, free from supervisory, teaching or other assigned duties for each full-time teacher and shall provide the equivalent of 190 minutes on a prorated basis for part-time teachers.
- (ii) Each teacher shall have the use of one and half (1.5) P.A. days designed as in-school preparation days, free from supervisory, teaching or other duties. The Board shall allocate one-half ($\frac{1}{2}$) professional activity day (see 15.02), in February and one (1) day in June, to teachers for purposes of preparation time. Teachers must be present in the school on that day; and

- (iii) Supply teacher coverage for preparation time equal to a .5 release day per school year for each FTE classroom teacher. The principal of the school will decide the allocation of the available preparation time. In no instance shall a supply teacher be brought in for less than one-half ($\frac{1}{2}$) day at a time. A teacher allocated preparation time pursuant to this provision must be present in the school during that time. Use of preparation time is contingent on availability of occasional teachers.

4. Effective September 1, 2008

In developing class and teacher timetables, principals shall schedule the equivalent of 200 minutes per week of preparation time during the Instructional School Day, as defined in 15.06, free from supervisory, teaching or other assigned duties for each full-time teacher and shall provide the equivalent of 200 minutes on a prorated basis for part-time teachers.

- (c) Effective September 1, 2008, sub-paragraphs (ii and (iii above will no longer be in effect. The Board will consult with the Union as to how these professional activity days will be used in the future.
- (d) Where a classroom teacher does not have full-time instructional duties, such preparation time shall be pro-rated accordingly.

15.06 Length of Instructional School Day

The Instructional School Day shall be 300 instructional minutes commencing with the start of opening exercise or the start of instruction, whichever comes first, and ending with the students' dismissal from school for the day exclusive of lunch and recess break(s).

15.07 Copying of Collective Agreement

The Board shall provide a copy of the Agreement to the Principal and to each teacher at Campbell Children's School.

15.08 Attendance at Meetings

Unless expressly agreed otherwise, it is understood and agreed that attendance of bargaining unit representatives at all meetings between the Union and the Board shall be at no cost to the Board.

15.09 Personnel File

- (i) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Secretary - Treasurer and in the presence of the Principal. The teacher may request copies of any document contained in this file.
- (ii) At the teacher's request, she/he may be accompanied by one other person, who may have access as determined by the teacher. A member of the local Union executive may be given access to a teacher's personnel file if the teacher authorizes that access in writing and the local Union executive provides that authorization to the Secretary - Treasurer prior to requesting an appointment to view the teacher's file. The local Union executive member may be given copies of any documentation in the teacher's file if the teacher has expressly authorized the Board to make and give copies to the local Union executive member;
- (iii) A teacher who questions the accuracy or completeness of information in his or her personnel file may provide to the Board, in writing, a rebuttal or explanatory letter that will be date-stamped and placed in the file upon request.
- (iv) Where the Board exercises its discretion to amend information in the teacher's personnel file upon receipt of and in response to the submission set out in (iii) above, the Board will provide to the teacher a copy of the amended information.

15.10 Teacher Performance Appraisals

Teacher Performance Appraisals shall be conducted in accordance with the Board's Teacher Performance Appraisal Guidelines.

15.11 Supervision Time

For the purpose of the supervision provisions of the collective agreement, supervision time shall be defined as the time a teacher is assigned to supervise students outside the Instructional School Day as defined in 15.06. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the Instructional School Day as defined in 15.06.

For greater certainty, supervisory duties include assigned duties such as yard duty, hall duty, bus duty, lunchroom duty and other assigned duties undertaken before the beginning of opening exercises in the morning, before the commencement of classes following the lunch interval, during recesses or after the Instructional School Day.

- (a) The Board shall implement the following provisions respecting supervision schedules providing only that student safety is protected and subject to there being no additional cost to the school board or the government:
- (i) No teacher shall be required to perform supervision duties in excess of the amount of supervision duties that the teacher was required to perform as of March 1, 2005 so long as the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.
 - (ii) Effective July 1, 2005, the Board shall make every reasonable effort to ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five day instructional week. In the event that there are fewer than five instructional days in a week, the amount of required supervision time shall be adjusted accordingly.
 - (iii) Effective July 1, 2006, the Board shall ensure that no teacher is required to perform in excess of 100 minutes of supervision time in a five day instructional week. In addition, the Board shall make every reasonable effort to reduce the amount of supervision time each teacher is required to perform to a maximum of 80 minutes in a five day instructional week. In the event there are fewer than five instructional days in a week, the amount of required supervision time shall be adjusted accordingly.
 - (iv) School Supervision Committee
 - (a) The school shall establish, within 7 school days of the ratification of this agreement, a local School Supervision Committee made up of the teachers and the Principal and the Secretary - Treasurer.

By June 1, of each school year, the School Supervision Committee shall create and submit a proposed supervision schedule for the following school year to the Board.

The Board shall approve the School Supervision Committee model if it conforms with the provisions of this agreement. If the School Supervision Committee cannot agree on a supervision schedule or if there is a dispute with respect to the supervision schedule at the school level, the Board/Union Supervision Committee shall develop an alternative supervision schedule which is consistent with the provisions of this agreement. In the event that the Board/Union Supervision Committee is unable to agree on such model prior to June 30 of the relevant school

year, the difference between the parties shall forthwith be forwarded to the Provincial Stability Commission for a binding decision.

- (b) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.

LETTER OF UNDERSTANDING
Re: Salary Re-opener

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

For clarity, paragraph 5 reads:

3. Re-opener

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

- If the province's tax revenues in the 2005-2006 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2005-2006 school year is higher than 2.5%, then the salary increase for September 1, 2006 will be increased to match the rate of inflation up to a maximum of 0.5%.
- If the province's tax revenues in the 2006-2007 fiscal year are at least 1% higher than predicted in the 2004 provincial budget and the annual rate of inflation as measured by the Ontario CPI during the 2006-2007 school year is higher than 3.0%, then the salary increase for September 1, 2007 will be increased to match the rate of inflation up to a maximum of 0.5%.

LETTER OF UNDERSTANDING
Re: Half Day Additional Time
Effective September 1, 2008

To provide additional time for planning, marking, preparation of report cards and such, the parties agree that the number of student contact days for teacher shall continue to be reduced by one-half ($\frac{1}{2}$) day.

The use of this one-half ($\frac{1}{2}$) day shall be determined by the teacher and be scheduled in agreement with the principal.

LETTER OF INTENT
Re: Continuation of Benefits for Early Retirees

If approved by the insurance underwriters, and if there is no increased cost to the Board, a teacher who retires from the teaching profession and the Board prior to age 65 may retain membership in group benefit plans (medical/dental/vision, group life, A.D.&D) to which the teacher belongs at the time of retirement until the teacher attains the age of 65 years. A teacher may retain membership in (a) group life and accidental death and dismemberment, or (b) all the group benefit plans referred to above. The retired teacher must pay the full premium cost to maintain the teacher's participation and coverage under the group insurance contracts.

The Board will investigate the arrangements that would be required by the insurance underwriters for payment of monthly premiums.

LETTER OF INTENT
Re: Teacher Development Account

The Board will investigate the availability, from the Ministry of Education, of a one-time allowance for Teacher Development for teachers at Campbell Children's School Authority.

If available, the one-time allowance for each full-time teacher shall be provided for the 2004/2005 school year in an amount as determined by the Ministry of Education. The allowance shall be used for expenses incurred for computers, software, peripherals, professional material and courses. The parties shall jointly establish reimbursement procedures, which shall include a May 31, 2006 expenditure deadline. Teachers teaching less than full-time shall receive a prorated portion of the allowance.

It is understood and intended that reimbursements made under the Teacher Development Account are non-taxable, but that is the responsibility of the individual teacher, and the Board accepts no liability for any tax-related issues. It is also understood that any monies not expended from the fund on August 31, 2006, shall be allocated to the Union's professional development fund to be used for professional development purposes.

APPENDIX A

5.01 Basic Salary Schedule

Teachers will be placed on the Basic Salary Schedule in accordance with the terms as defined in Articles 4 and 5 of this Agreement, and paid accordingly.

Effective September 1, 2004

2%

<u>Years</u>	<u>Cat AX</u>	<u>Cat.A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	34,474	37,470	38,775	41,765	43,811
1	36,519	39,696	41,220	44,555	46,879
2	38,874	41,907	43,670	47,358	49,941
3	40,602	44,134	46,117	50,162	53,005
4	42,638	46,344	48,572	52,958	56,065
5	44,684	48,572	51,009	55,751	59,114
6	47,228	50,783	53,467	58,552	62,179
7	49,294	53,005	55,907	61,355	65,246
8	51,354	55,218	58,353	64,160	68,301
9	53,417	57,438	60,803	66,946	71,352
10	55,470	59,647	63,244	69,750	74,417
11	57,755	62,104	65,922	72,476	77,520
	58,999				
	62,104				

Effective September 1, 2005

2%

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	35,163	38,219	39,551	42,600	44,687
1	37,249	40,490	42,045	45,446	47,817
2	39,651	42,745	44,544	48,305	50,940
3	41,414	45,017	47,040	51,165	54,065
4	43,491	47,271	49,544	54,018	57,187
5	45,578	49,544	52,029	56,866	60,296
6	48,173	51,798	54,537	59,723	63,423
7	50,280	54,065	57,025	62,582	66,551
8	52,381	56,322	59,520	65,443	69,667
9	54,485	58,587	62,019	68,285	72,779
10	56,579	60,839	64,509	71,145	75,906
11	58,910	63,346	67,240	73,926	79,070
	60,179				
	63,346				

5.01 Effective September 1, 2006

2.0%

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	35,866	38,983	40,342	43,452	45,581
1	37,994	41,300	42,886	46,355	48,773
2	40,444	43,600	45,435	49,271	51,959
3	42,242	45,917	47,980	52,188	55,147
4	44,361	48,216	50,535	55,098	58,330
5	46,490	50,535	53,070	58,004	61,502
6	49,136	52,834	55,627	60,918	64,691
7	51,286	55,147	58,166	63,834	67,882
8	53,429	57,448	60,711	66,752	71,061
9	55,575	59,759	63,260	69,650	74,235
10	57,711	62,056	65,799	72,568	77,424
11	60,088	64,613	68,585	75,404	80,652
	61,383				
	64,613				

Effective February 1, 2007

1%

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	36,225	39,373	40,745	43,887	46,037
1	38,374	41,713	43,314	46,818	49,261
2	40,848	44,036	45,889	49,764	52,478
3	42,664	46,377	48,460	52,710	55,698
4	44,805	48,698	51,040	55,649	58,914
5	46,955	51,040	53,601	58,584	62,117
6	49,627	53,363	56,184	61,527	65,338
7	51,799	55,698	58,748	64,472	68,561
8	53,964	58,023	61,318	67,420	71,771
9	56,131	60,356	63,892	70,347	74,977
10	58,288	62,677	66,457	73,293	78,198
11	60,689	65,259	69,271	76,158	81,458
	61,997				
	65,259				

5.01 Effective September 1, 2007

1.8%

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	36,877	40,082	41,479	44,677	46,865
1	39,065	42,464	44,094	47,661	50,148
2	41,583	44,828	46,715	50,659	53,423
3	43,432	47,211	49,332	53,659	56,701
4	45,611	49,575	51,959	56,651	59,974
5	47,800	51,959	54,565	59,638	63,235
6	50,520	54,323	57,195	62,634	66,514
7	52,731	56,701	59,805	65,633	69,795
8	54,935	59,067	62,421	68,633	73,063
9	57,141	61,443	65,042	71,613	76,327
10	59,337	63,805	67,653	74,612	79,605
11	61,781	66,433	70,518	77,529	82,924
	63,113				
	66,434				

Effective February 1, 2008

1.4%

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	37,393	40,643	42,059	45,302	47,522
1	39,612	43,058	44,711	48,328	50,850
2	42,165	45,456	47,369	51,369	54,171
3	44,040	47,872	50,023	54,410	57,495
4	46,250	50,269	52,686	57,444	60,814
5	48,469	52,686	55,329	60,473	64,121
6	51,227	55,084	57,996	63,511	67,445
7	53,469	57,495	60,642	66,551	70,772
8	55,704	59,894	63,295	69,594	74,086
9	57,941	62,303	65,953	72,616	77,395
10	60,168	64,698	68,601	75,657	80,720
11	62,646	67,364	71,505	78,614	84,085
	63,997				
	67,364				

Signed at Oshawa, Ontario, this __29th__ day of __June__, 2005.

Board Chair
For: Campbell Children's School Authority

Teachers
Campbell Children's School

For: Elementary Teachers Federation of Ontario