

COLLECTIVE AGREEMENT

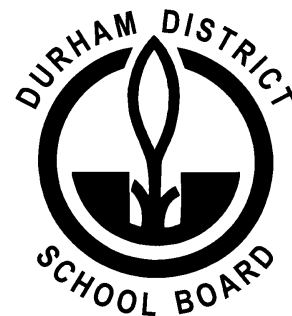
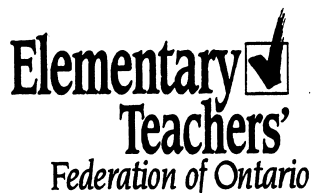
between

**THE DURHAM DISTRICT SCHOOL BOARD
(the "Board")**

and

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
(hereinafter referred to as "ETFO" Durham Teachers Local)**

September 1, 2008 - August 31, 2012



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Introduction

Terms defined in 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 AND RECOGNITION

- 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 paragraph 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 elementary school 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 until he or she has actively worked for a period of one (1) year (i.e. 10 full months of teaching for a teacher assigned a workload of .4 FTE or greater; or the equivalent number of days of teaching if assigned less than .4 FTE, to a maximum of three years) from date of hire. During the probationary period a teacher's performance shall be monitored and evaluated in accordance with Board policy. Notwithstanding 1.06 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 appropriate Superintendent of Education/Area 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.

ARTICLE 1 -PURPOSE AND RECOGNITION (cont'd)

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 1.08 of the collective agreement;
 - Sick leave entitlement and credit pursuant to Article 9 of the 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 be immediately 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.

ARTICLE 1 - PURPOSE AND RECOGNITION (cont'd)

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 or vice-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, 2008 to August 31, 2012, 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 or of any renewal of this Agreement.
- 2.05 No member shall be required to perform the duties, beyond those prescribed by the Education Act and related regulations, of any other employee of the Board who is engaged in a strike or lockout.

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 Durham District School Board to teach in the Elementary Panel, save and except occasional teachers.
- 3.03 "Board" means the Durham District School Board, and "employer" has a corresponding meaning.

ARTICLE 3 - DEFINITION OF TERMS (cont'd)

- 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/Director of Education to perform in various capacities in accordance with the Agreement.
- 3.06 "Director" means the Director of Education.
- 3.07 "ETFO" means the Elementary Teachers' Federation of Ontario.
- 3.08 "Local" means the Durham Teachers' Local of the Elementary Teachers' Federation of Ontario.
- 3.09 "Occasional Teacher" means a teacher as defined in sub-section 1 (1.1) of the Education Act, as amended.
- 3.10 "Party" or "Parties" (as the case may be) refers to the Board/Employer and/or Union/Local, as the case may be.
- 3.11 "QECO" refers to the Qualifications Evaluation Council of Ontario.
- 3.12 "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(s) thereto.
- 3.13 "Spouse" is understood as being inclusive of such married and common law relationships as are recognized under Ontario law.
- 3.14 "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.
- 3.15 "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.
- 3.16 "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 for salary classifications in accordance with paragraph 4.05.

ARTICLE 4 - CATEGORY DEFINITIONS (cont'd)

- 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 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 (a) Teachers whose last date of hire was on or prior to August 31, 1974 shall qualify for Category A1 with ten (10) university courses and a Specialist's or Supervisor's Certificate.
- (b) Teachers whose last date of hire was on or prior to August 31, 1974 shall qualify for Category B with five (5) university courses and a Specialist's or Supervisor's Certificate.
- 4.04 The onus is on each teacher to inform the Board in writing respecting any change which has occurred in the teacher's category.
- 4.05 (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 Director or designate 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 Director or designate 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

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, 2008 (Represents 2% increase)

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	38,141	41,456	42,900	46,208	48,472
1	40,404	43,919	45,605	49,295	51,867
2	43,008	46,365	48,316	52,396	55,254
3	44,921	48,829	51,023	55,498	58,645
4	47,175	51,274	53,740	58,593	62,030
5	49,438	53,740	56,436	61,682	65,403
6	52,252	56,186	59,156	64,781	68,794
7	54,538	58,645	61,855	67,882	72,187
8	56,818	61,092	64,561	70,986	75,568
9	59,100	63,549	67,272	74,068	78,943
10	61,371	65,992	69,973	77,170	82,334
11	63,899	68,711	72,935	80,186	85,767
	65,277				
	68,711				

Effective September 1, 2009 (Represents 2% increase)

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	38,904	42,285	43,758	47,132	49,441
1	41,212	44,797	46,517	50,281	52,904
2	43,868	47,292	49,282	53,444	56,359
3	45,819	49,806	52,043	56,608	59,818
4	48,119	52,299	54,815	59,765	63,271
5	50,427	54,815	57,565	62,916	66,711
6	53,297	57,310	60,339	66,077	70,170
7	55,629	59,818	63,092	69,240	73,631
8	57,954	62,314	65,852	72,406	77,079
9	60,282	64,820	68,617	75,549	80,522
10	62,598	67,312	71,372	78,713	83,981
11	65,177	70,085	74,394	81,790	87,482
	66,583				
	70,085				

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES (cont'd)

Effective September 1, 2010 (Represents 3% increase)

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	40,071	43,554	45,071	48,546	50,924
1	42,448	46,141	47,913	51,789	54,491
2	45,184	48,711	50,760	55,047	58,050
3	47,194	51,300	53,604	58,306	61,613
4	49,563	53,868	56,459	61,558	65,169
5	51,940	56,459	59,292	64,803	68,712
6	54,896	59,029	62,149	68,059	72,275
7	57,298	61,613	64,985	71,317	75,840
8	59,693	64,183	67,828	74,578	79,391
9	62,090	66,765	70,676	77,815	82,938
10	64,476	69,331	73,513	81,074	86,500
11	67,132	72,188	76,626	84,244	90,106
	68,580				
	72,188				

Effective September 1, 2011 (Represents 3% increase)

<u>Years</u>	<u>Cat AX</u>	<u>Cat A1</u>	<u>Cat A2</u>	<u>Cat A3</u>	<u>Cat A4</u>
0	41,273	44,861	46,423	50,002	52,452
1	43,721	47,525	49,350	53,343	56,126
2	46,540	50,172	52,283	56,698	59,792
3	48,610	52,839	55,212	60,055	63,461
4	51,050	55,484	58,153	63,405	67,124
5	53,498	58,153	61,071	66,747	70,773
6	56,543	60,800	64,013	70,101	74,443
7	59,017	63,461	66,935	73,457	78,115
8	61,484	66,108	69,863	76,815	81,773
9	63,953	68,768	72,796	80,149	85,426
10	66,410	71,411	75,718	83,506	89,095
11	69,146	74,354	78,925	86,771	92,809
	70,637				
	74,354				

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES (cont'd)

- 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 paragraph 5.02 may be recognized for placement on the "Basic Salary Schedule" at the discretion of the Director 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 Director or designate.
- 5.06 (a) Facilitator Allowance
A Facilitator will be paid in accordance with the salary grid set out in paragraph 5.01 plus a responsibility allowance. The responsibility allowance for teachers serving as Facilitators on a part-time basis shall be pro-rated in accordance with the time assigned to the Facilitator role.
- | | |
|---|---------|
| <u>Facilitator Allowance shall be as follows:</u> | |
| Effective Sept 1/08 | \$2,818 |
| Effective Sept 1/09 | \$2,874 |
| Effective Sept 1/10 | \$2,960 |
| Effective Sept 1/11 | \$3,049 |
- (b) Education Officer/Administrative Officer
A teacher seconded into a position as an Education Officer or Administrative Officer will be paid at a level which will not be less than what she or he would have earned had she or he not been seconded. In any event, the salary will not be less than the first-year base rate for a vice-principal.
- (c) In the event that the Board wishes to revise or rename an existing position, or create a new position of added responsibility in the bargaining unit, with the result that an existing allowance is to be revised or a new allowance is to be established, the allowance for such position shall be negotiated between the Board and the Negotiating Committee of the Bargaining Unit to a point of mutual agreement. Until such time as agreement is reached, the situation shall, for the balance of the term of the agreement, remain status quo.
- 5.07 During the term of this Collective Agreement, teachers employed as Facilitators shall continue to be available on request for consultation and planning at times of mutual convenience.
- 5.08 Special Mileage Allowance
- (a) A teacher who is assigned to two or more schools and must travel to two or more schools in the course of her or his duties during a school day will be paid mileage in accordance with Board Policy.
- (b) Notwithstanding (a), where authorized in advance by the appropriate Board Official(s), teachers will be reimbursed for required travel at the prevailing Board mileage rate.

ARTICLE 5 - SALARY SCHEDULES AND ALLOWANCES (cont'd)

5.09 Allowance for Post Graduate Degrees

- (a) An allowance for one (1) recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Director or designate to a member of the teaching staff in addition to the salary paid on the Basic Salary Schedule.

Post Graduate Degree Allowance:

Effective Sept 1/08	\$1,043
Effective Sept 1/09	\$1,064
Effective Sept 1/10	\$1,096
Effective Sept. 1/11	\$1,129

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 for a second recognized post-baccalaureate degree at the Master level or above may be granted at the discretion of the Director or designate. 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.

Additional Second Degree Allowance:

Effective Sept 1/08	\$ 655
Effective Sept 1/09	\$ 668
Effective Sept 1/10	\$ 688
Effective Sept.1/11	\$ 709

- (c) To receive the allowance for a post-baccalaureate degree, the teacher must submit appropriate supporting documentation to the Superintendent of Education/Employee Relations or designate.

5.10 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 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.

ARTICLE 6 - METHOD OF PAYMENT (cont'd)

- 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.

This system is conditional upon 100% teacher participation in the direct deposit payroll electronic transfer 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 there is insufficient information provided to allow a direct deposit to 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.

6.03 Modified School Year

Salaries will be paid at the rate of 4% commencing the second last Wednesday in August, followed by 4% on a bi-weekly basis on the regular elementary teacher pay date, 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.

Teachers entering or transferring from the modified school year programme, during the course of a school year, shall be paid their normal annual grid salary plus any applicable allowances (pro-rated for part-time teachers), for that school year, regardless of the total number of instructional days which result from combining these two calendars.

6.04 Employment Insurance Rebate

It is agreed that the Teachers' share of the E.I. premium reduction rebates will be credited for their benefit in relation to benefit improvements.

ARTICLE 7 - BENEFITS

7.01 Benefits For Full -Time Teachers:

The Board will assume 90% of the premium rates, for the coverage of benefits under the following:

Effective September 1, 2007

- (a) Group Life Insurance (3 times earnings to a maximum of \$240,000)
- (b) Accidental Death and Dismemberment
- (c) Medical/Dental -\$10.00 (single)/\$20.00 (family) deductible,
Benefit Plan Includes:
 - dispensing fee is capped at \$8.00/prescription
 - prescription only and mandatory generic drug coverage;
 - surgical hose (Prescription only)
 - semi-private hospital coverage
 - private duty nursing up to \$25,000.00 per 3 years;
 - major Services and Prosthodontics, 50%co-insurance \$1,200 per calendar year;
 - orthodontics 50% co-insurance \$1,200 per calendar year (\$3,600 lifetime)
 - 2005 ODA
 - dental scaling -maximum 8 units per year;
 - no fluoride coverage for persons older than 18 years;
 - no oral hygiene instruction for persons older than 18 years;
 - basic dental \$1,300 maximum per calendar year;
 - Psychologist \$1,000 annual maximum / \$100 per visit limit
 - Paramedical: Services of the following licensed, certified or registered paramedical practitioners when operating within their recognized fields of expertise, up to the levels specified for each such practitioner:

Re: items (a) through (i) - For each such practitioner, payments up to a total of \$400 per person, per calendar year.

- (a) Speech Therapist
- (b) Chiropractor
- (c) Osteopath
- (d) Chiropodist
- (e) Podiatrist
- (f) Naturopath
- (g) Christian Science Practitioner
- (h) Physiotherapist
- (i) Masseur

- vision care plan to provide up to \$350 in any consecutive 24 month period for the following:
 - (i) Purchase and fitting of prescription glasses or elective contact lenses, as well as repairs, or elective laser vision correction procedures.
 - (ii) Contact lenses prescribed for severe corneal astigmatism, severe corneal scarring, keratoconus or aphakia, and if visual acuity can be improved to at least the 24/40 level by contact lenses.
 - (iii) Services for visual training or remedial exercises.
 - (iv) Ocular examinations, including refraction, limited to one (1) in any calendar year for a child and one (1) in any twenty-four (24) consecutive months for any other person.
 - (v) Eye examinations not covered by the provincial health plan.
- Hearing Aids: Purchase of hearing aids to a maximum of \$500 every forty-eight (48) consecutive months.

ARTICLE 7 – BENEFITS (cont'd)

7.01 Effective September 1, 2009, the following changes:

2008 ODA

Effective September 1, 2010, the following changes:

- (a) Group Life Insurance (3 times earnings to a maximum of \$270,000)
- (b) Accidental Death and Dismemberment
- (c) Medical/Dental -\$10.00 (single)/\$20.00 (family) deductible,
-2009 ODA
-basic Dental \$1,600 maximum per calendar year;
-major Services and Prosthodontics, 50%co-insurance \$1,800 per calendar year;
-orthodontics 50% co-insurance \$1,600 per calendar year (\$4,500 lifetime)
-Vision care plan to provide up to \$450 in any consecutive 24 month period for prescription glasses/contact lenses.
- Hearing Aids: Purchase of hearing aids to a maximum of \$4,000 every forty-eight (48) consecutive months.

Re: items (a) through (i) - For each such practitioner, payments up to a total of \$500 per person, per calendar year.

- (a) Speech Therapist
- (b) Chiropractor
- (c) Osteopath
- (d) Chiropodist
- (e) Podiatrist
- (f) Naturopath
- (g) Christian Science Practitioner
- (h) Physiotherapist
- (i) Masseur

Effective September 1, 2011, the following changes:

2010 ODA

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

Long-Term Disability (maximum monthly payment is \$5,000.00)

Coverage under (a), (b), and (d) is a condition of employment. Coverage under item (c) is in accordance with the terms of the policy with Manulife Financial or an equivalent policy with another company. For eligible expense coverage, consult your Group Insurance Plan booklet or the Master Policy.

E.T.F.O. agrees that issues arising from the administration, application, interpretation and implementation of the terms of the Long-Term Disability policy, including determination by the insurer of eligibility for or denial of a claim, are not the responsibility of the Board, and may not be the subject of a grievance or arbitration.

ARTICLE 7 – BENEFITS (cont'd)

7.02 Benefits For Part-Time Teachers:

A part-time teacher, teaching at least half-time, shall be eligible to participate in the benefit plan provided in 7.01, the cost of which shall be pro-rated in the same ratio as the part-time employment bears to full-time employment.

7.03 Benefits for Teachers on Leave

Unless expressly agreed elsewhere in this Agreement or required by law otherwise, a teacher who is enrolled in benefits coverage while actively at work may continue benefits coverage during the term of a leave of absence for a maximum period of two years by assuming 100% of the cost of all benefits premiums, with arrangements for direct debit from the employee's bank account to be made in advance of the commencement of the leave. Benefits will cease immediately and will not be re-instated in the event there are insufficient funds available in the employee's account in any month.

7.04 The Board shall provide to the Union, on request, a copy of all parts of the Board's Master Benefits Policy that applies to bargaining unit employees. Issues or concerns arising from the Benefit Policy shall be discussed at the Joint Employee Relations Committee.

7.05 The Board shall provide the Union with updates to benefit plans and premiums prior to publishing the information to bargaining unit members.

7.06 The Board agrees to consult with the Union prior to changing the insurance carrier.

ARTICLE 8 - ALLOCATION OF STAFF

8.01 Staff allocations to schools shall be made by the Superintendent of Education/Operations in consultation with the Superintendents of Education/Area and Principals.

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 currently within the elementary panel;
- (c) the expansion of the teacher's assignment to full-time does not cause another teacher to become surplus or redundant.

8.02 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 the elementary panel of the Durham District School Board.

ARTICLE 8 – ALLOCATION OF STAFF (cont'd)

8.03 Internal/External Postings

- (a) It is understood, in the application of Procedure #4235, that for any internal/external posting, where internal applicants' Certificates of Qualification match a job posting, at least one-half of those interviewed shall be from those internal applicants, provided there are a sufficient number of internal candidates. The Union will be notified of the successful candidate. Upon acceptance of a new position the teacher must notify his/her Principal of this fact as soon as possible.
- (b) Job postings shall be made available in all work places as they become known.
- (c) Information about each vacancy will be shared electronically with the Union President.
- (d) Unsuccessful internal applicants who have been interviewed for a posted position shall be notified after the recommendation of the successful candidate is finalized. In these cases, and upon request, a debriefing will be granted.

8.04 Regional Staffing Committee

It is the intention of the Board that the Director is responsible to see that staff is allocated equitably, and in co-operation with Board administrators and teacher representatives.

Accordingly, a Regional Staffing Committee will be established and shall consist of:

- 1 Superintendent of Education/Operations;
- 1 Education Officer;
- 1 Board administrator;
- 1 Bargaining Unit President and 2 other Bargaining Unit members

The process shall be by consensus, and the Committee shall meet to:

- (a) Review staffing allocation as of September 30, including the monitoring of the average elementary class sizes as set out in the collective agreement;
- (b) Make agreed recommendations by October 15 for staffing adjustments;
- (c) Provide information to the Union upon request with respect to the staff allocation model for the following year;
- (d) Review the present implementation of the current class size guidelines for regular classes and the impact of integration of Special Education students;
- (e) Review the staff allocation to special program needs;
- (f) Attempt to resolve all issues regarding class size within 20 school days of notification by the Bargaining Unit;
- (g) Monitor the allocation of teacher-librarians based on provincial funding guidelines;
- (h) Monitor the allocation of Special Education Resource Teachers; and
- (i) Review the placement of surplus teachers after the transfer process has been completed.

ARTICLE 8 – ALLOCATION OF STAFF (cont'd)

8.05 (a) Class Size Guidelines
The following class size maxima are in effect;

JK	26
SK	26
1	27
1-2	26
2	29
2-3	29
3	30
3-4	29
4	34
4-5	33
5	34
5-6	33
6	34
6-7	33
7	36
7-8	35
8	36

Note 1: Integration of special needs students shall not result in any piercing of the maxima. Integration refers to identified students who are placed in a self-contained special education class and spend any portion of a school day on a regular basis in a regular class.

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

8.05 (b) Class Size Guidelines (effective September 1, 2009)
The following class size maxima are in effect;

JK	25
SK	25
1	25
1-2	25
2	27
2-3	27
3	28
3-4	28
4	32
4-5	32
5	32
5-6	32
6	33
6-7	33
7	34
7-8	34
8	34

Note 1: Integration of special needs students shall not result in any piercing of the maxima. Integration refers to identified students who are placed in a self-contained special education class and spend any portion of a school day on a regular basis in a regular class.

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 Board 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 under this system.
2. The Board 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 a 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 teacher's 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 that 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 days
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 the 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.

ARTICLE 9 - LEAVE PLANS (cont'd)

9.01

11. Deductions

- (a) To be eligible for a leave with pay due to absence caused by sickness, an employee shall be required to produce a certificate of a Physician or Dentist if requested, certifying to the inability of the teacher to attend to her/his other duties.
 - (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 reinstate 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 legal proceedings, 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 spouse or child from a recognized secondary or post-secondary educational institution; or attending the birth (1 day), and homecoming/associated care arrangements (1 day), of one's own child. Any such absence shall not be chargeable against the teacher's sick leave credit.
 - (b) Up to five (5) days' leave of absence, with pay, will be allowed to any teacher employed by the Board attending the funeral or attending to the related duties resulting from the death of a member of said teacher's immediate family. Immediate members of the family to include only the following: spouse, child, parent, sister, brother, father-in-law, mother-in-law, brother-in-law, sister-in-law, daughter-in-law, son-in-law, grandparent, grandparent-in-law, grandchild, and including a person who stood in *loco parentis* to the teacher or a person to whom the teacher stood in *loco parentis*. These five days will normally be taken consecutively, except in the case of subsequent memorial services.
 - (c) One day leave of absence, with pay will be allowed to any teacher employed by the Board attending the funeral of an aunt or uncle or close personal friend.
 - (d) A teacher who is not ill but is prevented, by order of his or her physician, from entering a particular school, classroom or other premises of the Board, due to evident or suspected presence of a communicable disease or illness of a temporary nature, shall so inform the Principal, and shall provide, as soon as possible, a medical certificate stating the reason for and period of anticipated limitation. Upon being so notified, the Principal, in consultation with the President of the Bargaining Unit, will arrange appropriate re-assignment of the teacher. The Principal will make it a priority to notify the members of ETFO as soon as possible if a case of Fifth's Disease is reported in the workplace.

ARTICLE 9 – LEAVE PLANS (cont'd)

14. Special Cases Chargeable to Sick Leave

The Director or designate shall have authority to grant leave of absence, with pay, for periods up to three (3) teaching days, in any one (1) school year, either for special or compassionate reasons.

15. Religious Holidays Chargeable to Sick Leave but not Chargeable against Retirement Gratuity Credit

With prior notice, at the discretion of the teacher, up to three days leave of absence with pay per school year will be allowed to any teacher employed by the Board for the purpose of observing religious holidays. Any such absence shall be chargeable to the teacher's current year's sick leave, but not against the teacher's accumulated credits for retirement gratuity purposes. Eligibility for religious holidays under this paragraph is understood to apply to holy days for any religion which is recognized as being "permanently established both as to the continuity of its existence and as to its rights and ceremonies".

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 Durham District School 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

ARTICLE 9 - LEAVE PLANS (cont'd)

9.02

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 \$80,000 at retirement:
$$\$80,000 \times \frac{50}{100} = \$40,000$$
- B. Teacher with 20 percent credit accumulation and salary of \$80,000 at retirement:
$$\$80,000 \times \frac{20}{100} = \$16,000$$

- (d) The Director 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 Superintendent of Education/Employee Relations or designate 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.
- (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.
- (j) 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.

ARTICLE 9 - LEAVE PLANS (cont'd)

9.03 Other Leaves of Absence

- A. With Full Salary
On recommendation of the Director, the Board may grant a member of the staff a leave of absence from regular duties for stated periods of time for special or compassionate reasons justifying a longer leave than that provided for in the Cumulative Sick Leave Plan for elementary School Teachers, sub-paragraph 9.01.14. The length of such leave, if approved, shall be determined by the particular circumstances for which the leave is granted, and it shall be the responsibility of the teacher to provide the Board with necessary information in support of the request. Approval or denial of such leave is in the sole discretion of the Board.
- B. 1. Leaves for Federation Business Bargaining Unit Officers
The Board agrees to grant 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 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 teaching 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, and up to six (6) other teachers 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 replacement.
- C. Without Pay
The Superintendent of Education/Operations 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
- D. Return From Leave
Teachers who return from a leave of absence of two years or less, or from a secondment or Union leave, will be entitled to return to their original school, provided they indicate a wish to do so prior to the deadline specified in the Transfer and Redundancy Procedure.

ARTICLE 9 - LEAVE PLANS (cont'd)

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 may commence no earlier than the day that is seventeen (17) weeks before the employee's due date or the date she gives birth, whichever is earlier, and no later than the date the child is due or the date the child is born, whichever is earlier.
- (c) A teacher must give the Board at least two (2) 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.

9.04 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 later than fifty-two (52) weeks after the child is born or comes into the custody, care and control of a parent for the first time.
- (d) Where possible, the teacher must give the 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.

ARTICLE 9 - LEAVE PLANS (cont'd)

9.04 C. Provisions Applicable to Both Pregnancy and Parental Leave

- (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 the teacher fails to make such contributions by way of direct bank debits, as arranged 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 costs (100%) for the period of the leave extension provided the terms and conditions of the master insurance policies allow for such coverage.

Effective September 1, 2007, a teacher on extended parental leave shall have the option to continue benefit coverage under Article 7, and this option shall be limited to one (1) parent per family per leave. The cost of Long-Term Disability which shall continue to be paid 100% by the teacher.

- (d) A teacher may request an extension to their pregnancy and/or parental leave, without pay, for a maximum total leave of up to two (2) school years, 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 paragraph 9.01.
 - (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 paragraph 9.01 for a period of recovery from childbirth if the request for sick leave is made in writing to the Superintendent of Education/Employee Relations 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.

ARTICLE 9 - LEAVE PLANS (cont'd)

- 9.04 C (h) A teacher returning from a pregnancy 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.
- (i) A teacher who returns from a pregnancy leave, parental leave or extended leave in a following school year will be entitled to return to a position in the same division at his or her original school, provided she or he indicates a wish to do so prior to the deadline specified in the Transfer and Redundancy Procedure.

In the case of Specialist Teachers, such as Special Education, Librarian, or S.E.R.T., if their previous position is not available the teacher will be assigned to a position at his or her original school within his or her area of qualifications.

- 9.04 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 and ongoing compliance with E.I. legislation, regulations and procedures.
1. The object of this SUB Plan is to supplement the E.I. benefits received by Teachers from Service 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 Service 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 Service Canada;
 - (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.
 - (d) confirmation from Service Canada of the dates that the waiting period was served.

ARTICLE 9 - LEAVE PLANS (cont'd)

9.04 D.

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 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 Service Canada. It is understood that in any week, the total amount of the 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 Service Canada.
8. The two-week waiting period before E.I. benefits commence is the maximum number of weeks for which 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.

9.04 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 within six (6) weeks of the birth.

ARTICLE 9 - LEAVE PLANS (cont'd)

9.04

5. To access pregnancy leave SUB top-up, a request shall be made, in writing, to the Superintendent of Education/Employee Relations 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 byway 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 Bargaining Unit.
- 10.03 One or more of the steps in the grievance procedure may be omitted upon the written consent of the Board and the Bargaining Unit.
- 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 appropriate Superintendent of Education/Area. Such a complaint shall be brought to the attention of the Principal and/or appropriate Superintendent of Education/Area, 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 Superintendent of Education/Area 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 Bargaining Unit President or Grievance Officer.

The Principal shall consult with and may seek the assistance of the appropriate Superintendent of Education/Area (or designate) should there be an informal meeting. Notwithstanding the above, the Superintendent's (or designate's) and the Principal's answer shall be forwarded to the teacher not later than ten (10) regular school days after receiving the complaint in writing.

ARTICLE 10 - PROCEDURE FOR THE RESOLUTION OF GRIEVANCES ARISING DURING THE TERM OF THE AGREEMENT (cont'd)

10.05 Step II

Should the teacher be dissatisfied with the answer received at Step I, or should the Principal or appropriate Superintendent of Education/Area fail to submit the answer within the time stipulated, the Bargaining Unit, through a recognized officer, may submit a grievance in writing to the Superintendent of Education/Employee Relations 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 at 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 Superintendent of Education/Employee Relations shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representatives the Superintendent of Education/Employee Relations may choose to be present together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative.

The grievor may attend at the request of either party. The Superintendent of Education/Employee Relations or designate, in consultation with the Director of Education, shall answer the grievance in writing and submit each answer to the President of the Bargaining Unit 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 Bargaining Unit, 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 Superintendent of Education/Employee Relations shall arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time. The meeting shall be attended by the Superintendent of Education/Employee Relations or designate, and any other administrative staff representative the Superintendent of Education/Employee Relations may choose to be present, together with the President of the Bargaining Unit or designate, and at least one other Bargaining Unit representative. The Superintendent of Education/Employee Relations or designate, in consultation with the Director of Education, shall answer the grievance in writing and submit such answer to the President of the Bargaining Unit no later than ten (10) regular school days from the date of the meeting.

10.07 Policy Grievance

Where the Board or the Bargaining Unit 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 Bargaining Unit and the Bargaining Unit shall initiate policy grievances by writing to the Superintendent of Education/Employee Relations 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 arrange, within five (5) regular school days following receipt of the grievance, a meeting to take place as soon as practical at a mutually convenient time, and written reply shall be provided by the party who has received the grievance within ten (10) school days of the meeting.

ARTICLE 10 - PROCEDURE FOR THE RESOLUTION OF GRIEVANCES ARISING DURING THE TERM OF THE AGREEMENT (cont'd)

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 Bargaining Unit or the Board may submit the grievance to arbitration. The referral to arbitration must be in writing and received by the other party no later than ten (10) regular school days after the expiry of the Step II time limit.

- (a) When either party requests that a grievance be submitted to a single arbitrator, the written referral to arbitration shall include the names of three arbitrators. Within five (5) regular school days following receipt of the referral, the other party shall respond in writing, agreeing to one of the named arbitrators, or with a list of three alternative suggestions. If the responding party does not agree to one of the three, the parties may exchange further names until agreement is reached, or at any time after the initial exchange of lists, if agreement is not reached, either party may refer the matter to the Minister of Labour for appointment of an arbitrator whose name has not appeared in the exchanges between the parties under this provision.
- (b) In any particular grievance, either party may indicate its preference for a Board of Arbitration, rather than a single arbitrator. In that event, the referral to arbitration shall contain the name of the party's nominee to the Board of Arbitration. Within ten (10) days of such notification, the responding party shall advise the other party of its nominee to the Board of Arbitration. The two nominees shall, within fifteen (15) days of the appointment of the second of them or at some time mutually agreed upon, appoint a third person who shall be the Chairperson. If the nominees are unable to agree upon a Chairperson, the appointment will be made by the Ontario Ministry of Labour upon the request of either party.
- (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) No person may act as an arbitrator if that person has been involved in any attempt to negotiate or settle the grievance.
- (f) The provisions of 10.08 (c), (d) and (e) above, related to a single arbitrator, shall similarly apply to an Arbitration Board.
- (g) 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.
- (h) Each of the parties, being the Board and the Bargaining Unit, 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 Bargaining Unit 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, suits, 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. The letter sent to each teacher granting him or her a leave of absence shall include a reminder that it is the teacher's responsibility to remit fees directly to the College of Teachers.

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 in the elementary panel with the Board and its predecessor boards and in accordance with the provisions of the Collective Agreement. Continuous employment shall not be considered as interrupted for any teacher who has had interim secondary experience with the Board or its predecessor boards.
- (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 Paragraph 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.

ARTICLE 12 - SENIORITY (cont'd)

- 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 elementary teaching experience with the Board and its predecessor Boards, then,
 - (b) Total years of teaching experience with the Board and its predecessor boards, then,
 - (c) Total years of teaching experience in Ontario, then,
 - (d) Total years of teaching experience in Canada, then,
 - (e) Total years of teaching experience, as recognized for placement on the salary schedule, then,
 - (f) By lot conducted jointly by the Superintendent of Education/Operations and the President of the Bargaining Unit.

Where two (2) or more teachers are determined to have the same seniority based on the factors in (a) through (e) above, seniority for redundancy and surplus purposes shall be determined as of the date that paid employment commences with the Board and its predecessor Boards.

- 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 each school or place of employment and furnished to the Bargaining Unit. The list shall depict the seniority status of each member of the Bargaining Unit covered by this Collective Agreement in decreasing order of their respective seniority in accordance with paragraph 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 each school or place of employment. Such amendments shall be subject to paragraph 12.06 (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 paragraph 12.05, each member of the Bargaining Unit 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 Bargaining Unit and the Board in writing to this effect. 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 on a system-wide basis;
- (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; and,
- (d) Teachers who are redundant shall be notified in writing by May 31.

13.02 Should a permanent teacher be declared redundant, either of the following options shall be chosen by the teacher at the time of being declared redundant:

OPTION "A"

- (a) have the option of being placed on the regular supply teacher list for the family of schools from which the teacher last served 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 Manager of Employee Relations/Services 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 Manager of Employee Relations/Services 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;

- (c) receiving the protection provided under sub-paragraph 7.01 (c) (Medical/Dental) for a period of three (3) months from the date of being declared redundant.

OPTION "B"

Taking in addition to any other benefits to which the teacher may be entitled under the terms of this agreement, a termination allowance equal to 30% of annual salary, including any special allowances, at the time of being declared redundant and such teacher shall have the protection provided under sub-paragraph 7.01(c) (Medical/Dental) for a period of three (3) months from the date of being declared redundant.

13.03 Should a probationary teacher be declared redundant, the teacher shall only be entitled to Option A, provided under paragraph 13.02.

13.04 A teacher shall be rehired on a basis to which she or he would have been entitled had he or she not been declared redundant.

ARTICLE 14 - SELF-FUNDED LEAVE PLAN

- 14.01 The Self-Funded Leave Plan (hereinafter called the Plan) exists to enable up to twenty (20) teachers, in any given year, to take a one (1) year leave of absence without pay and to finance this leave through deferral of salary in an agreed upon number of years prior to the year of the leave. The Board reserves the right to limit the number of teachers in anyone year to take a leave from a school or a subject area.
- 14.02 Any teacher having at least three (3) years seniority with the Board shall be eligible to participate in the Plan in accordance with the conditions of this Article.
- 14.03 The period over which salary is to be deferred and accumulated, the amount deferred, and the year in which the leave is to be taken shall be one of the following:
- (a) one (1) year deferral of one-third of annual salary followed by one (1) year of leave;
 - (b) two (2) years deferral of one-third of annual salary in each year followed by one (1) year of leave;
 - (c) three (3) years deferral of one-quarter of annual salary in each year followed by one (1) year of leave;
 - (d) four (4) years deferral of one-fifth of annual salary in each year followed by one (1) year of leave;
 - (e) five (5) years deferral of one-sixth of annual salary in each year followed by one (1) year of leave.
- 14.04 In each year of the Plan preceding the year of the leave, the teacher will be paid a reduced percentage, in accordance with the terms selected above, of that teacher's regular grid salary plus all allowances. Teacher benefits will be calculated according to the terms of the current Collective Agreement between the Board and the Bargaining Unit based upon the teacher's annual salary rate had the teacher not participated in the Plan.
- 14.05 Pension contributions shall be made in each year of the Plan and shall be calculated as if the full salary and allowances were received by the teacher participating in the Plan. During the year of the leave, all contributions to the Teachers' Pension Plan shall be paid by automatic debit from the teacher's bank account. It will be the responsibility of the teacher to ensure adequate funds in the account, and that necessary and sufficient information is provided to the Board to set up the automatic debit. It is also the responsibility of the teacher to ensure that all such information is up-dated as necessary, and current.
- 14.06 The provisions of the Plan are subject to the regulations governing the Ontario Teachers' Pension Plan Board and Revenue Canada, which may be amended from time to time.
- 14.07 A teacher returning to duty after leave shall, subject to the provisions of the Administrative Procedure for the Transfer and Redundancy of Elementary School Teachers, be reinstated to a similar position held prior to the leave unless otherwise mutually agreed upon in writing between the teacher and the Board, with no loss of seniority, allowances or teacher benefits accrued to the commencement of the leave. Seniority shall accumulate during the year of leave only for the purpose of redundancy. The year of leave shall not count as a year of experience for placement on the grid.

ARTICLE 14 - SELF-FUNDED LEAVE PLAN (cont'd)

- 14.08 Leaves may be deferred for one year under circumstances which do not permit the leave to be taken at the time originally contemplated. If deferral results in the leave being taken later than originally intended, any monies accumulated shall remain in the Plan.
- 14.09 The one (1) year period of leave shall be the period from September 1 to the following August 31 inclusive, or such other twelve (12) month period as may be mutually agreed.
- 14.10 Conditions
- (a) By January 15 in any school year, a teacher qualified as in paragraph 14.02 above, shall submit to the Superintendent of Education/Operations a completed application form for participation in the Plan setting out the deferral program and the payment option proposed.
 - (b) The Superintendent of Education/Operations shall forward a written acceptance, or denial with explanation, to the teacher by March 1 of the school year in which the request is made.
 - (c) A denial may be appealed to a Committee of four (4), consisting of the Director or designate, two (2) members of the Bargaining Unit and one (1) Trustee. The decision of the appeal committee shall be final.
- 14.11 Following Board approval, the teacher and the Board shall enter into a written agreement setting out the terms of the Plan agreed to in compliance with the conditions of this Article. This may be amended by mutual agreement in writing prior to March 1 of any year and in accordance with the terms of the Plan.
- 14.12 A teacher who applies for a leave and is granted a leave shall have the option of withdrawing from the Plan at any time prior to the leave, up to and including March 1 of the year in which the leave is to commence.
- 14.13 It is understood that a teacher on a leave is responsible and must arrange for the payment of all fees due to the Ontario College of Teachers during the period of leave.
- 14.14
- (a) The deposit of all funds retained under provisions of this Plan shall be to the financial institution of the teacher's choice. The teacher shall advise the Comptroller of Finance of this choice by April 15 of the year in which the approval to participate in the Plan is given. Any subsequent change shall be made between the teacher and the financial institution.
 - (b) Once these funds are deposited in the financial institution, the Board assumes no responsibility for the investment or disbursement of any funds belonging to any teacher taking part in this Plan.
 - (c) During the year of the leave the teacher shall arrange with the financial institution a method of repayment of accumulated monies and interest.
 - (d) During the year of the leave the teacher shall retain all benefits which shall be paid 50% by the teacher and 50% by the Board, exclusive of L.T.D. where premiums remain 100% payable by the teacher. During the year of the leave, the teacher's share of the benefit premiums shall be paid by automatic debit from the teacher's bank account. It will be the responsibility of the teacher to ensure adequate funds in the account, and that necessary and sufficient information is provided to the Board to set up the automatic debit. It is also the responsibility of the teacher to ensure that all such information is updated as necessary, and current.

ARTICLE 14 - SELF-FUNDED LEAVE PLAN (cont'd)

- 14.14 (e) Neither the Durham District School Board nor the Union accept any responsibility to, or on behalf of participants in the Plan, except as required by law or explicitly stated in this Article.
- (f) Should any teacher who is enrolled in the Plan leave the employ of the Board, that teacher's enrolment in the Plan shall terminate.

ARTICLE 15 - HALF-TIME LEAVES

15.01 Half-Time Leave Of Absence

- (a) Subject to the other provisions of Article 15, 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 Superintendent of Education/Operations, 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 commencement of leave.
- (f) A teacher who participates in a half-time leave shall be eligible for benefits pursuant to paragraph 7.02, subject to the provisions and eligibility requirements of the Collective Agreement and of the benefit plans, and upon payment by the teacher, by automatic debit arranged in advance, of her/his share of premiums.
- (g) Subject to the provisions of Article 13, a teacher returning to full-time employment after two years or less on a half-time leave shall be returned to a full-time teaching position in the school to which he or she is assigned. A teacher returning to full-time employment after more than two consecutive years on half-time leave shall remain in the school to which he or she is assigned if there is an anticipated further .5 vacancy in the school at the time of return. Where such vacancy does not exist in the school at the time of return, the teacher shall be placed by the Board in a further .5 position in another school. This does not preclude the teacher from applying for a full-time vacancy in another school.
- (h) Notwithstanding (g) above, a teacher returning after more than two consecutive years of half-time leave may elect, in writing to the Superintendent of Education/Operations by no later than March 1, and will be placed in a full-time position in another school if such exists following the transfer and surplus rounds and prior to positions being posted externally.

ARTICLE 15 - HALF-TIME LEAVES (cont'd)

- 15.02 The number of staff on leave at any one time shall be subject to the instructional requirements and the budget allocation for such purposes.
- 15.03 Consideration for leaves under this Article will be given to the requirements of the school and program needs for staffing and expertise, as determined by the Superintendent of Education/Operations.

ARTICLE 16 - JOINT EMPLOYEE RELATIONS COMMITTEE

- 16.01 The Parties agree to participate in a joint employee relations committee to discuss Board policies and procedures which deal directly with teachers. Matters for discussion shall not include matters that are under negotiations or that are the subject of an active grievance.
- 16.02 The committee will consist of up to three members of the executive of the Bargaining Unit, the Superintendent of Education/Operations, the Superintendent of Education/Employee Relations and two (2) other Board administrators. A fourth bargaining unit member may attend at the Union's discretion.
- 16.03 The committee shall meet on a regular basis, or at the call of either Party. Consultation by way of this committee will take place before significant alterations are made to Board Policies and Procedures.

ARTICLE 17 -GENERAL

- 17.01 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.
- 17.02 Professional Activity Days
The Board agrees to authorize and approve the maximum number of professional activity days allowed by the Education Act and Regulations.
- 17.03 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.
- 17.04 Medical and Physical 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, manual expression of the bladder.
 - (b) No teacher shall be required to carry out a pediculosis examination.

ARTICLE 17 - GENERAL (cont'd)

17.05 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 17.06.

- (a) In addition to any preparation time provided during professional activity days or otherwise under this collective agreement, the Board shall schedule preparation time in accordance with the provisions of this article.
- (b) Effective September 1, 2008
Preparation time for each full-time teacher shall be 200 minutes (per cycle of 5 instructional days).
- (c) Effective September 1, 2009:
Preparation time for each full time teacher shall be increased to 210 minutes (per cycle of five instructional days).
- (d) Effective September 1, 2010:
Preparation time for each full time teacher shall be increased to 220 minutes (per cycle of five instructional days).
- (e) Effective September 1, 2011
Preparation time for each full time teacher shall be increased to 230 minutes (per cycle of five instructional days).
- (f) Effective August 31, 2012
Preparation time for each full time teacher shall be increased to 240 minutes (per cycle of five instructional days).
- (g) Professional Activity Days shall not be considered instructional days for the purpose of scheduling preparation time.
- (h) Notwithstanding other provision in this Collective Agreement, the Board may assign the additional teaching staff generated by the increase in elementary teacher preparation time above the 2008-09 level, to enable full-time school-based teaching assignments in the Arts in more than one elementary school. This shall be done in consultation with a Joint Board-Union Committee.
- (i) Notwithstanding other provisions in this Collective Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within 20 consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teaches to provide teacher coverage, as opposed to regular specialist teachers.
- (j) Missed preparation time shall only be rescheduled where a teacher is required by the Principal to provide instruction during his or her scheduled preparation time for a teacher absent from work. Such rescheduling of missed preparation time shall occur as soon as administratively feasible, but no later than three months after the loss of the preparation time and in any event within the same school year.
- (k) Where a classroom teacher does not have full-time instructional duties, such preparation time shall be pro-rated accordingly.
- (l) It is understood that the preparation time will be scheduled in blocks of at least 30 minutes.

ARTICLE 17 - GENERAL (cont'd)

17.06 Length of the Instructional School Day

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

17.07 Copying of Collective Agreement

The Board shall provide a copy of the collective agreement to E.T.F.O. Durham Local for each member of the bargaining unit.

17.08 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.

17.09 Personnel File

- (i) A teacher will have access during normal business hours to his or her personnel file, by prior appointment with the Supervisor of Employee Records and in the presence of the Supervisor of Employee Records or designate. 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 Supervisor of Employee Records 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 a 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.

17.10 ETFO Business

The Board shall provide, in each workplace, access to a bulletin board for the posting of appropriate Union information for the Union membership. In the event of a disagreement whether information is appropriate, the Bargaining Unit President shall contact the Superintendent of Education/Employee Relations or designate, who shall decide the issue.

17.11 Extra-Curricular Sports and Club Activities

It is understood and agreed that, unless legislation or written Ministry Policy expressly states otherwise, extra-curricular sports and club activities are voluntary for teachers.

ARTICLE 17 – GENERAL (cont'd)

17.12 Teacher Performance Appraisals

Teacher Performance Appraisals shall be conducted in accordance with the Board's Teacher Performance Appraisal Guidelines as approved March 24, 2004. The Board will consult with the Union prior to making modifications to these guidelines.

Issues arising from the implementation of the Teacher Performance Appraisal shall be referred to the JERC for discussion.

The Board will notify the local Union when a teacher receives an unsatisfactory rating.

The Union may file a grievance with respect to the termination of a teacher as a result of unsatisfactory performance appraisals.

17.13 Principal and Vice-Principal Designates

(a) When there is neither a Principal or Vice-principal in the school for a day or more, a teacher may be asked to assume the responsibilities of the Principal or Vice-principal.

(b) When a teacher agrees to assume those responsibilities as per sub-paragraph (a) above, an occasional teacher shall be hired to assume the responsibilities of that teacher.

(c) When a teacher performs the duties specified above, the teacher shall be paid an additional allowance of \$25.00 for each full-day in which they perform the duty.

Effective September 1, 2009, \$26.01

Effective September 1, 2010, \$26.79

Effective September 1, 2011, \$27.60

(d) Teachers serving as Principal/Vice-principal designates shall not discipline or evaluate other teachers.

(e) Each Principal shall forward to the Area Superintendent, a request for payment for any teacher assigned to be In-Charge of the school on a temporary basis, and payment will be made to the teacher in a timely manner. Usual and statutory deductions apply to all such payments.

17.14 Staff Meetings

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

ARTICLE 17 – GENERAL (cont'd)

17.15 Report Cards

- (a) The Board will determine the report card distribution dates through the school calendar consultation process. These dates will be published at the start of each school year.
- (b) In consultation with the school's teachers, the Principal shall establish the submission dates for all report cards for no later than September 30th each year.
- (c) The Board shall make available, in electronic form, standard comments for report cards which are in accordance with Ministry requirements.
- (d) Every reasonable effort shall be made to limit requests for revision of report cards to no more than once in each report card cycle. Principals will provide specific direction to teachers regarding the revisions that are required. These requests and revisions shall be made in a timely manner.

17.16 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 17.06. Unless specifically assigned, teachers shall not be required to perform supervisory duties outside of the Instructional School Day as defined in 17.06.

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) No teacher shall be required to perform supervision duties in excess of the amount of supervision duties that the teacher was required to perform during the 2008-2009 school year, unless the teacher's assignment or worksite is modified or changed. In the event of such modification or change, the teacher's supervision time shall be equal to the supervision time required of other teachers in the same school who perform equivalent assignments. If there is no such modification or change, each teacher shall continue to be required to perform the same amount of supervision duties as performed during the 2008-2009 school year, so long as the amount of such supervision time is less than the amount of supervision time otherwise provided for in this agreement.
- (b) Teachers on part-time assignment shall only be required to perform a prorated amount of supervision time in accordance with their teaching assignment.
- (c) Effective as of the date of ratification, the maxima of supervision minutes for elementary teachers will be 80 minutes within each period of five instructional days.
- (d) The Board shall make every reasonable effort to allocate supervision duties fairly and equitably within each school.

ARTICLE 17 - GENERAL (cont'd)

17.17 Principals and Vice-Principals

During the 2011-12 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 FTEs funded; and

(b) projects under spending on its classroom teachers line in its 2011-12 Estimates;

it shall recall elementary regular teachers for the duration of the 2011-12 school year who may have otherwise been laid off at the end of 2010-11 school year because of declining enrolment, up to the lesser of:

(c) the number of Principal and Vice Principal F.T.E.'s (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principals F.T.E.'s funded; or

(d) the dollar value of the projected under spending on the Board's classroom teacher's line in their 2011-12 Estimates.

(e) For the purposes of subsections a) and c), the number of Principal and Vice Principal F.T.E.'s funded will be defined as:

(i) the number of Principal and Vice Principals funded through the School Foundation Grant; plus

(ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.

17.18 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.

17.19 Health and Safety

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.

LETTER OF UNDERSTANDING

Re: Teachers Seconded to Temporary Positions of Added Responsibility Out of the Bargaining Unit

- (a) Subject to the provisions set out below, a teacher who is assigned for a specific term or task to a temporary position of added responsibility to fulfill the duties of a position out of the bargaining unit, for a period of time not to exceed one (1) year, shall continue to be a member of the bargaining unit, with all of the rights, privileges and obligations thereof, including but not limited to:
- (i) payment and deduction of union dues;
 - (ii) participation in the teachers' benefits plans pursuant to the collective agreement;
 - (iii) accrual of bargaining unit seniority in the usual course;
 - (iv) full recognition and credit for teaching experience for the term the teacher is in the term or temporary position; and
 - (v) access to the grievance procedure.
- (b) The terms and working conditions of the non-bargaining unit position assignment shall be those of the non-bargaining unit position as may be determined by the Board. It is agreed and understood, however, that teachers put into this type of position will not be expected or required to write or present performance appraisals of other teachers, although they may be required to provide requested information to the Board or Principal to assist in the preparation of a teacher appraisal.
- (c) The salary for the temporary or acting position shall be the ordinary starting salary rate for the non-bargaining unit position being replaced, pro-rated for the period of time of the acting or temporary assignment.
- (d) The term of the acting or temporary assignment referred to above may be extended by mutual agreement of the Board and the teacher.
- (e) A decision of the Board to terminate a teacher's acting or temporary assignment to a position of added responsibility out of the bargaining unit shall not be considered disciplinary and shall not be the subject-matter of a grievance or arbitration.
- (f) Notwithstanding Paragraph 1 above, in the event legislative or regulatory changes require that a teacher who is assigned to an acting or temporary position out of the bargaining unit be removed from the bargaining unit for the term of the assignment, the Board and the Federations agree that the teacher shall be granted a leave from his/her bargaining unit position for the specified period or term of the acting assignment. Upon return to the bargaining unit the teacher shall be credited with the seniority held at the time of transfer to the acting position, and in addition shall be given a seniority credit adjustment equal to the full period of the leave or acting term.
- (g) Upon the termination of the leave or acting assignment, the teacher shall be returned to the bargaining unit position held by her or him prior to the transfer out of the bargaining unit.

LETTER OF UNDERSTANDING
Re: 3rd Transfer Round (Surplus Part-time Teachers)

For each school year included in the term of this Agreement the parties agree as follows:

1. If, following the 2nd Transfer Round for full-time teachers, there are no surplus full-time teachers, the parties agree to implement a 3rd Transfer Round for part-time teachers.
2. Prior to the commencement of the 3rd Transfer Round, surplus part-time teachers shall be placed.
3. A part-time teacher who wishes to be considered for a position(s) that remains vacant after the placement of surplus part-time teachers and that would effect an increase in her or his position up to and including a full-time 1.0 position, may apply to the 3rd Transfer Round, which will take place before any teachers are hired from outside the elementary panel of the Board.
4. Each part-time teacher who applies for consideration pursuant to paragraph 1 above must be qualified for the position(s) for which he or she wishes to be considered, and must make application in the same form and manner as full-time teachers apply for the first two Transfer Rounds.
5. Selection of teachers pursuant to the foregoing shall be at the discretion of the Board.

LETTERLETTER 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 teachers 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 UNDERSTANDING

Re: Board Initiated Assessment Instruments

The parties hereto understand and agree as follows:

The Board shall discuss with the Union before implementing any new process related to Board-initiated grade tests or assessments.

Teachers whose students are required to undergo Board-initiated grade tests or assessments shall be provided with opportunities for training to assist them in administering, and preparing their classes for, the tests or assessments.

The results of Board-initiated grade tests and assessments shall not be used in any way in evaluating teachers. No teacher shall suffer discipline, discharge nor any other adverse effect as a consequence of any test or assessment results.

LETTER OF UNDERSTANDING
Teacher/Librarians

Teacher/Librarians shall be staffed according to Board complement. Each school shall have the minimum of 0.5 F.T.E. Teacher/Librarian and no school will receive more than 1.0 F.T.E.

As a general principle, library time will not be used to generate preparation time i.e. where a Teacher/Librarian leaves library to teach a class in a room outside the library. However, regularly scheduled library programs such as book exchange, library skills or research skills may result in the opportunity to create preparation time, in which case this additional prep time will not be used to increase the base administration allocation.

Teacher/Librarians that are less than 1.0 F.T.E., shall have the proportioned preparation assigned to the library portion of the assignment.

LETTER OF INTENT

The Parties hereto note the Board's intention to implement an electronic format, whereby "Next Steps" comments will be available to assist in the Report Card process.

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.

A teacher who retires early and chooses to retain his/her benefit coverage must establish a pre-authorized debit arrangement with the Board so the monthly premiums are automatically paid from the teacher's designated bank account. If the necessary arrangements are not made by the teacher or if any of the pre-authorized debit transactions are not honoured at the bank, the group insurance coverage will terminate 30 days from the date the debit transaction was to have taken place.

MEMORANDUM OF UNDERSTANDING

WHEREAS during the course of the renewal negotiations, the bargaining unit has expressed an interest in assuming responsibility for the LTD program;

AND WHEREAS the parties hereto are prepared to review the issues inherent in that decision;

It is therefore AGREED as follows:

1. The Board agrees to raise with current LTD group participants, the potential adoption of a new LTD carrier.
2. The discussion shall include the results of an independent and unbiased analysis of the current LTD benefits program and experience thereunder, an analysis of whether savings could be achieved, as well as identifying all pro's and con's associated with the potential adoption of a new LTD carrier.
3. The purpose of this analysis is to inform the parties of all relevant considerations involved in this matter. It is understood and agreed that all information will be made available no later than June 30, 2010.

MEMORANDUM OF AGREEMENT

between

The Durham District School Board

and

Elementary Teachers Federation of Ontario (Durham Local)

WHEREAS the parties hereto have entered into renewal negotiations under the auspices of a PDT Agreement dated February 24, 2009;

AND WHEREAS the PDT Agreement contains a requirement that certain provisions be expressly incorporated into existing collective agreements, as well as a requirement that certain other matters be dealt with by the parties (hereinafter referred to as "PDT implementation issues");

AND WHEREAS these PDT implementation issues have been discussed and will be addressed as set out herein;

IT IS THEREFORE UNDERSTOOD AND AGREED AS FOLLOWS:

1. Grade 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches
The Board shall ensure that all additional funded positions for Grade 7 and 8 Student Success and Literacy and Numeracy Coaches as set out in the Appendix to the PDT Agreement are hired for the 2012/13 School Year, and that all funds allocated by the enhancement are expended on hiring teachers.
2. Release Time for Assessment, Evaluation and Report Cards
 - (i) In the 2009/10 school year, one (1) Professional Activity day will be designated for the purpose of assessment and completion of report cards at the Elementary level, and this day will be designated in the calendar prior to the first reporting period;
 - (ii) Effective in the 2010/11 school year, 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 (Note: No more than two Professional Activity Days will be designated in the 2008-2012 Collective Agreement for the purpose of assessment and completion of report cards at the Elementary level).
 - (iii) It is understood that the Professional Activity Day(s) designated above may be scheduled by the Board, in consultation with the Union, in no less than half day segments; and,
 - (iv) It is understood that the Professional Learning enhancement described in Memorandum 2008:B10 is designed to offset the incremental cost 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 2009/10 and two days starting in 2010/11, and not for creating new entitlements under the Collective Agreement.
 - (v) Where the professional development which occurs under this Professional Learning enhancement occurs during the instructional day, the parties agree that the Professional Learning funding provided pursuant to the PDT Agreement shall be used to provide release time for teachers by using available occasional teachers for classroom teachers.

3. (i) Grade 4 to 8 Class Size Reduction
The Board will reduce its Grade 4-8 class size aggregate average as follows:

2009/10 by 0.1 below the 2008/09 Grade 4-8 aggregate average class size;
2010/11 by 0.2 below the 2008/09 Grade 4-8 aggregate average class size;
2011/12 by 0.3 below the 2008/09 Grade 4-8 aggregate average class size;
August 31, 2012 by 0.5 below the 2008/09 Grade 4-8 aggregate average class size;
 - (ii) It is understood that the average class size from which the above reductions are made shall be as specified in Appendix A, attached hereto (as shown in the 2008/2009 Ontario Primary Class Size Report), and the Union will be engaged, under the auspices of the Joint Employee Relations Committee, in establishing the 2008-09 Grade 4-8 average class size from which these reductions are made, and in allocating this additional staffing.
4. The Parties hereto understand and agree that the PDT Agreement has an expectation of and requirement for transparency and accountability in terms of the funding provided and the associated expenditures in relation to the objectives stated in paragraphs 16 through 22 of the PDT Agreement, Grade 4-8 class size reductions, Grade 7 and 8 Student Success and Literacy and Numeracy Coaches, and release time for Assessment, Evaluation and Report Cards. In this regard, it is understood that these matters are subject to review under the auspices of the JERC Committee (at which participation may be enhanced by both parties via additional personnel that may be required), and that disclosure and expenditure requirements, for the life of the PDT Agreement, are subject to the Grievance and Arbitration provisions of the Collective Agreement.

Signed at Whitby, this ____ day of _____, 2009.

THE DURHAM DISTRICT SCHOOL BOARD

For The Board:

**THE ELEMENTARY TEACHERS' FEDERATION OF ONTARIO
DURHAM TEACHERS' LOCAL**

For The Union:
