

**AGREEMENT**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION of ONTARIO**

**FOR THE SCHOOL YEARS**

**2008 - 2012**

**ELEMENTARY TEACHERS' AGREEMENT**

**FOR 2008-2012**

**BETWEEN**

**THE RENFREW COUNTY DISTRICT SCHOOL BOARD  
(Hereinafter called "The Board")  
Party of the First Part**

**AND**

**THE ELEMENTARY TEACHERS' FEDERATION of ONTARIO  
(Hereinafter called "The Union")  
Party of the Second Part**

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## ARTICLE 1 – PURPOSE

- 1.01 It is the intent and purpose of the Parties to maintain harmonious relationships between the Board and the teachers in the Union and to co-operate to the fullest extent in an endeavour to provide the best possible educational service.
- 1.02 This Agreement sets forth certain of the conditions of employment together with the salaries and allowances which apply to the teachers who are covered by the Agreement.

## ARTICLE 2 – RECOGNITION

- 2.01 The Board recognizes The Elementary Teachers' Federation of Ontario (hereinafter referred to as the Union) as the exclusive bargaining agent for every teacher – other than Occasional Teachers, Principals and Vice Principals – who is assigned to one (1) or more elementary schools or who performs duties in respect of such schools all or most of the time.
- 2.02 The Board recognizes the Negotiating Committee officially authorized by the Union as the Committee to represent the teachers in the bargaining unit and to negotiate on their behalf. The Board also recognizes the right of the Union to authorize any agent to represent the teachers and to negotiate on their behalf if the need arises. The Union shall notify the Board in writing of the names of persons elected to office in the Union and of persons authorized by the Union to represent teachers in a particular school or workplace on behalf of the Union.
- 2.03 The Union recognizes the Board Negotiating Committee as the regular and official committee representing the Board and negotiating on its behalf. The Union also recognizes the right of the Board to authorize the Ontario Public School Boards' Association or any other agent to represent the Board and to negotiate on its behalf if the need arises. The Board will inform the Union from time to time about who is authorized to act on behalf of the Board.

## ARTICLE 3 – DURATION AND RENEWAL

- 3.01 This Agreement shall have effect from September 1, 2008 and shall continue to operate until August 31, 2012 and from year to year thereafter, unless either Party, within the period of one hundred eighty (180) days before the Agreement ceases to operate, gives notice in writing to the other Party of its desire to bargain with a view to the renewal, with or without modifications, of the Agreement then in operation.
- 3.02 This Agreement shall supersede all previous Agreements. Except for error, inadvertence, or omissions it shall form the basis of computing all salaries and other conditions defined herein. Amendments (deletions or additions) to the clauses defined herein shall be made only by mutual consent of the Parties concerned in this Agreement. Either Party wishing to amend this Agreement shall notify the other Party to this effect, such a notice to be given in writing. The other Party shall acknowledge such notice and meet to consider the proposed amendment within fifteen (15) days.

## ARTICLE 4 – STRIKE OR LOCKOUT

- 4.01 There shall be no strike or lockout during the term of this Agreement or of any renewal of this Agreement. The terms strike and lockout shall be as defined in the Ontario Labour Relations Act.
- 4.02 In the event of a strike by other Board employees, representatives of the Board will meet with representatives of the Union to discuss the impact of the strike on the Union's membership.

## ARTICLE 5 – IMPLEMENTATION

- 5.01 All articles of this Agreement shall be strictly adhered to except that where a conflict appears between a provision of this Agreement and a provision of an Act or Regulation, the provision of the Act or Regulation prevails.
- 5.02 Salaries and allowances for any teacher shall be those set out in the appropriate schedules of this Agreement.

## ARTICLE 6 – UNION DUES AND LEVIES

- 6.01 On each pay date for which a teacher is paid, the Board shall deduct union dues and any levy authorized by the Union. The amounts deducted shall be determined by the Union in accordance with its Constitution and forwarded in writing to the Board at least thirty (30) days prior to the expected date of change. The amounts deducted shall

be forwarded to the General Secretary, or as otherwise requested by the Local, within thirty (30) days of the dues being deducted.

- 6.02 The first remittance in September of each year shall be accompanied by a list showing the names, addresses, wages earned and dues and any levy deducted. Subsequent remittances will be accompanied by a list showing changes from the previous month's list. In addition to providing a written copy of this information, the Board shall, where available, provide the information in electronic form. The list shall also be sent to the Local President.
- 6.03 If requested by the Local, the Board shall make one (1) deduction from each teacher annually to finance the Employee Assistance Plan. The remittance shall be accompanied by a list showing the names of the teachers for whom the deduction has been made.
- 6.04 The Union and the Local, as the case may be, shall indemnify and hold the Board harmless from any claims, suits, attachments and any form of liability as a result of such deductions authorized by the Union and remitted to the Union and/or Local.

#### ARTICLE 7 – RIGHTS AND RESPONSIBILITIES

- 7.01 The Union acknowledges the right of the Board to manage the affairs of the Board and the Board agrees that its rights and responsibilities shall be exercised in a manner that is non-discriminatory and consistent with this Agreement and the prevailing Statutes in Ontario.
- 7.02 The Board agrees not to penalize or discriminate against any teacher for participating in the lawful activities of the Union, including exercising any rights under this Agreement or the prevailing Statutes in Ontario.
- 7.03 Upon written request, the Board shall provide the Union with any data relevant to the negotiations and administration of this Agreement.
- 7.04 Within forty-five (45) days of the signing of the Agreement, the Board agrees to provide each Workplace Steward with two (2) copies of this Agreement, the Union President with ten (10) copies, new teachers with one (1) copy and to provide each teacher with access to an electronic copy of the Agreement.
- 7.05 Legal Liability  
For teachers having any legal proceeding brought against them for libel or slander in respect of any statements relating to the employment, suspension or dismissal of any person by the Board, published at a meeting of the Board or a committee thereof, or for assault in respect of disciplinary action taken in the course of duty, the Board shall pay the legal costs or any part thereof incurred by such teachers in successfully defending such legal proceeding as referred to above. If found guilty, the teacher shall bear said legal expenses.
- 7.06 Access to Board Minutes  
The Board shall provide to the Local the Agenda for any Board Meeting two (2) days prior to the meeting. The Board shall post minutes of Board Meetings on the Board's website.
- 7.07 Criminal Background Check  
The Board shall collect and manage personal documents and information including criminal background checks, in a secure manner that provides for confidentiality and privacy for teachers.

Any action taken by the Board affecting a teacher that is related to the Criminal Background Check or the Offence Declaration required by the Regulation shall be in accordance with the Ontario Human Rights Code and the Agreement and may be the subject of a grievance.

#### ARTICLE 8 – BENEFIT PLANS

- 8.01 (a) The Board agrees to a full disclosure of all details of the operation of the plan(s) to the Local. Further, the Board agrees to provide the President of the Local with a complete copy of all master insurance policies within two (2) months of the ratification of the Collective Agreement.
- (b) Newly hired teachers shall be provided with a Benefits Booklet at the time of hire. The Board agrees to provide each Workplace Steward with two (2) copies of the Benefits Booklet and the Local President with ten (10) copies. Access to the Benefits Booklet as updated by the Benefit Carrier shall be electronically available to teachers.

- (c) Coordination of benefits shall be available in the benefit plans in accordance with Policy Number 5193 through Ontario Teachers Insurance Plan (OTIP).

8.02 Administration

- (a) Participation in the following benefit plans shall be a condition of employment for teachers:
- (i) Basic Group Life Insurance, including Accidental Death and Dismemberment and Basic Travel Plan;
  - (ii) Dependent Life Insurance;
  - (iii) Extended Health;
  - (iv) Dental.
- (b) Participation in the following benefit plans shall be optional for teachers:
- (i) Optional Life Insurance;
  - (ii) Optional Dependent Life Insurance.

- 8.03 (a) Subject to the conditions of the insurance underwriters, a teacher who retires from the Board prior to age sixty-five (65) may retain coverage under the Group Life Insurance Plan and the Supplementary Medical and Semi-Private Hospital Plan, provided the teacher had coverage at the time of retirement until the teacher attains the age of sixty-five (65) years. The retired teacher must pay, in advance, subject to Board policy, the full premium cost to maintain participation and coverage under the group contract.
- (b) Notwithstanding 8.04(a), for teachers who retire after August 31, 2005, retiree benefits shall not be included in the teacher benefit pool and the premium costs for that retiree group shall be based upon the rating for that group.

8.04 Life Insurance, Accidental Death and Dismemberment

- (a) The cost of premiums for the \$50,000 Basic Group Life Insurance including Accidental Death and Dismemberment coverage shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time; teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums.
- (b) Subject to availability from the insurance carrier and eligibility, a teacher may acquire Optional Life Insurance paid 100% by the employee in multiple units of \$25,000 to a maximum of \$200,000.
- (c) The cost of premiums for Dependent Life Insurance of \$2,000 for spouse and \$1,000 for each child over fourteen (14) days of age shall be shared on the basis of 15% by the teachers and 85% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 42.5% assistance on the cost of premiums.
- (d) An additional Dependent Life Insurance of \$8,000 for spouse and \$4,000 for each child over fourteen (14) days of age provided that the participating teacher pays 100% of the premium cost.

8.05 Extended Medical and Semi-Private Hospital Coverage

The cost of premiums for Extended Medical and Semi-Private Hospital Coverage shall be shared on the basis of 15% by the teachers and 85% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 42.5% assistance on the cost of premiums.

Coverage shall be as follows:

- (a) Semi-Private Hospital coverage with a \$10,000 maximum per calendar year;
- (b) Prescription Drug Coverage;
- (c) Paramedical Services – the following licenced, certified or registered paramedical practitioners shall be covered, up to the levels specified for each such practitioner:

Based on no co-insurance:

- (i) Podiatrist to a maximum of \$400 per year;
- (ii) Physiotherapist/athletic to a maximum of \$750 per year;
- (iii) Speech Therapist to a maximum of \$400 per year;
- (iv) Chiropractor to a maximum of \$400 per year;
- (v) Osteopath to a maximum of \$400 per year;
- (vi) Chiropodist to a maximum of \$400 per year;
- (vii) Nutritional counselling to a maximum of \$400 per year;
- (viii) Naturopath to a maximum of \$400 per year;

The combined maximum for practitioners in (i) through (viii) of \$1,500 per year.

- (ix) Massage Therapist to a maximum of \$400 per year;
  - (x) Psychologist to a maximum of \$400 per year.
- (d) Hearing Aids coverage of \$300 every forty-eight (48) months effective September 1, 2009;
- (e) Vision Care maximum of \$275 every twenty-four (24) months for each teacher, spouse and dependent child.

8.06 Dental Plan

- (a) The cost of premiums for a Dental Plan providing reimbursement at the current ODA fee schedule minus one year shall be shared on the basis of 10% by the teacher and 90% by the Board for teachers working 60% or more of full-time. Teachers working less than 60% of full-time will receive 45% assistance on the cost of premiums.
- (b) Coverage includes:
  - (i) Recalls every nine (9) months for adults and every six (6) months if under eighteen (18) years of age, with a \$1,500 annual maximum for basic services (with bitewings every eighteen [18] months for adults, every twelve [12] months if under eighteen [18] years of age);
  - (ii) Dentures based on 50/50 co-insurance with a \$2,000 per lifetime maximum;
  - (iii) Major Restorative based on 50/50 co-insurance with a \$2,000 per year maximum;
  - (iii) Orthodontics based on 50/50 co-insurance with a \$3,000 per lifetime maximum.

8.07 Long-Term Disability

Long-Term Disability will be administered for the teachers. Members of the Bargaining Unit whose employment commenced on or after January 1, 1994 must, as a condition of employment, enrol in the Long-Term Disability Plan.

- 8.08 (a) The Union shall have the right to change the specifications and carriers for the Supplementary Medical and Semi-Private Hospital Coverage, Group Life Insurance (basic), Long-Term Disability Plan and Dental Plan.
- (b) Where a change in specifications and/or carrier occurs under Clause 8.08(a) and the resulting contract is between the Union or an agent of the Union and the carrier, the Union agrees to a full disclosure of all details of the operation of the plan(s), and further agrees to provide the Board with a complete copy of the master contract for each of the benefit plans changed under the provision in Clause 8.08(a).

8.09 Where the specifications are changed from those shown in Clauses 8.04, 8.05, and 8.06 or as these plans existed on September 1, 1988, or where a change in carrier occurs, the Board's share of the premiums shall be changed so that the actual amount paid by the Board does not increase as a result of changes initiated under Clause 8.08. Thus, if the premiums for a plan doubled, the Board's percentage contribution would be halved.

8.10 The Board agrees to pay 50% of the premium costs of the Employee Assistance Program. Changes to the existing plan may be made by mutual agreement of the Parties.

ARTICLE 9 – LEAVE PLANS

9.01 (a) Sick Leave Credit

When a teacher of another Board which has established a sick leave credit plan under any Act of the Ontario Legislature becomes an employee of the Renfrew County District School Board, the teacher shall be entitled to have placed to the teacher's credit the sick leave days standing to the teacher's credit in the plan of the Ontario Board with which the teacher was previously employed, unless there has been intervening employment that did not allow a transfer of sick leave, to a maximum of two hundred (200) days for credit and beyond that as a matter of record. Sick leave credited from other boards is to be used only after sick leave with the Renfrew County District School Board or its predecessors has expired.

- (b) In applying this plan, the Board shall establish a sick leave account for each teacher on September 1st each year; the teacher's account shall be credited with twenty (20) days of sick leave allowance. At the end of each year's employment, the amount of sick leave credit remaining in a teacher's account shall be carried forward up to a maximum of two hundred (200) days with any above this amount being kept on record by the Board so that it can be made available in special cases of prolonged illness at the discretion of the Board.

Where the teacher serves with the Board for less than a year, the teacher's sick leave for the year shall be calculated at the rate of two (2) days per school month and shall be allowed to accumulate.

Part-time teachers shall have sick leave days pro-rated for the school year and these sick leave days shall be allowed to accumulate.

9.02 Absence with Pay

- (a) For gratuity purposes, a maximum of two hundred thirty (230) days of sick leave credit shall be recognized, such credit to be limited to the unused days accumulated throughout the period of continuous and unbroken service with the Renfrew County District School Board and its predecessors.

Wherever the Agreement mentions continuous or unbroken service with the Renfrew County District School Board and its predecessors, it shall be understood that any form of leave recognized by the Board will not be regarded as a break in service.

- (b) Each teacher's sick leave account shall be debited for the number of days absent due to personal illness and/or

due to personal medical and personal dental appointments and for which salary was paid, until such account has become exhausted. When an account has been completely expended no further payments shall be made for absence due to personal illness until the account has been credited with the allowance for the next year. Teachers who end their employment with the Board prior to the end of June shall be allowed absence with pay for reasons of illness at the rate of two (2) days per month for the part of the academic year worked.

- (c) Normally absence due to personal illness for periods of up to three (3) consecutive school days does not require certification; however, the Board at its discretion may require such certificate for any shorter period of absence. For absences in excess of three (3) consecutive school days but less than three (3) months, the teacher will submit a medical certificate from a doctor or nurse practitioner (diagnosing within his/her scope of practice) to the Principal for transmission to the Human Resources Department. If the absence is for a period in excess of three (3) months, the Board may request that it be certified by a doctor chosen by the Board at the Board's expense. Such request shall be made in writing, and copy shall be sent to the Local President.
- (d) All payments to teachers under the sickness allowance regulations shall be computed on the basis of the rate of the regular day's salary to which such teacher is entitled.
- (e) Special Leave (Emergencies & Special Occasions)  
Each teacher may be granted leave of absence for reasons other than illness without deduction of salary up to a maximum of five (5) days in any one (1) school year. Such leave shall be granted at the discretion of the Superintendent or designate, in consultation with the Principal. Such leave of absence shall be deducted from the teacher's sick leave account. Where the teacher, for any reason, teaches less than ten (10) months in the year, the special leave allotment shall be calculated at the rate of one-half ( $\frac{1}{2}$ ) day per month. Special leave is non-cumulative from year to year. Except in the case of emergency, requests for leave shall be submitted ten (10) school days prior to the commencement of the leave. Such leave requests will be responded to within fifteen (15) school days.
- (f) A teacher who is the spouse of a member of the military shall be granted paid leave of up to three (3) days with deduction from the teacher's sick leave account for the purpose of attending to matters associated with a military deployment (for a minimum of six [6] months) where the spouse is deployed to an active war zone.

### 9.03 Items Not Chargeable to Sick Leave Account

- (a) Funerals  
A maximum of three (3) teaching days is allowed to attend the funeral of immediate next-of-kin only (parents or guardian, children, brothers, sisters, spouse, mother-in-law, father-in-law, step-parents, step-children, brother-in-law, sister-in-law, grandparents, grandchildren and sons or daughters-in-law. It is understood that spouse includes common-law and same-sex partners). If more than three (3) consecutive teaching days are required to attend the funeral of immediate next-of-kin, the number of days in excess of three (3), where approved by the Director, shall be chargeable to Special Leave [Clause 9.02(e) above]. Attendance at funerals of other relatives or close friends may be charged to special leave with the Director's approval.
- (b) Quarantine  
In any case where, because of exposure to a communicable disease, a teacher is quarantined or otherwise prevented by order of the medical authorities from attending upon teaching duties, the teacher shall be paid and the time shall not be deducted from the teacher's sick leave account.
- (c) Court Appearances
  - (i) Each teacher shall be allowed leave of absence without deduction of salary or loss of sick leave credit when required to serve on a jury or subpoenaed as a witness in any proceeding to which the teacher is not a party or one of the persons charged. The teacher shall pay to the Board any fee, exclusive of travelling allowances and living expenses, that is received as a juror or as a witness.
  - (ii) Clause (i) does not apply when the lawyer for either party requests the teacher to testify in court or act as a witness.
  - (iii) Where a teacher has been charged in court and has been acquitted of the charge, the teacher shall be allowed leave of absence without deduction of salary for the time spent in court, and at the discretion of the Board, for travelling thereto, provided the charge resulted from an incident associated with the fulfillment of the teacher's teaching duties.
- (d) Accidents Covered by the Workplace Safety and Insurance Act  
Each teacher who is injured in the course of duty with the Board shall have Workers' Compensation salary awards supplemented from the teacher's sick leave account up to the limit of cumulative sick leave available. The sick leave account will be charged the time equivalent of the cash supplement. In the event that the teacher does not wish to use sick leave credits to supplement the Workers' Compensation awards the teacher must give written notification to that effect to the Human Resources Department at the time the accident is reported, and the teacher must also provide a copy of the written notification to the Local President.



(e) Incllement Weather

Subject to the approval of the Superintendent of Human Resources, or designate, when extreme weather conditions prevent a teacher from travelling from his/her principal residence to his/her workplace, there shall be no loss in salary under this Agreement. On return to work, the teacher will submit an Application for Leave Form to the Superintendent of Human Resources, or designate, detailing the reasons for the absence.

9.04 Retirement Gratuity

- (a) An eligible employee who retired from the teaching profession while in the employ of the Board shall receive a gratuity based on the number of years continuous and unbroken employment with the Renfrew County District School Board and its predecessors AND on the number of days, likewise accumulated in continuous and unbroken employment with the Renfrew County District School Board and its predecessors, which remain in the employee's sick leave account at the time of retirement. For gratuity purposes a teacher may accumulate two hundred thirty (230) days; however, the gratuity is based on a maximum of two hundred (200) days.

A teacher is eligible for a retirement gratuity when the teacher has completed a minimum of ten (10) years continuous employment with the Board or its predecessors and submits proof to the Human Resources Department within three (3) months after leaving the Board's employ that a pension from the Teachers' Pension Board is being received.

- (b) The percentage of salary used in the gratuity formula shall be 4% times the number (N) of years of continuous and unbroken employment with the Renfrew County District School Board and its predecessors within the County. In no case may a retirement gratuity exceed 50% of the best year's salary.
- (c) The formula or scale for determining the amount of gratuity shall be as follows:  
$$\frac{(\text{days* accumulated to a maximum of 200}) \times 4N\%}{200}$$
 (to a maximum of 50% of the best year's salary)

\*Both figures apply to the period of continuous and unbroken employment with the Renfrew County District School Board and its predecessor boards within the County.

- (d) This gratuity may be paid in a lump sum or over not more than a three (3) year period and at a time or times mutually agreeable.
- (e) In the event of the death of an employee prior to cessation of employment, a retirement gratuity based on accumulated sick leave and length of employment at the time of death shall be paid to the employee's beneficiary. If the employee has not named a beneficiary, the gratuity shall be paid to the employee's estate. Should the retired employee die before receiving full payment of the gratuity, the accrued benefits shall likewise be paid to the employee's beneficiary, or estate, if no beneficiary has been named.

9.05 Pregnancy, Parental and Adoption Leave

The Board provides pregnancy, parental and adoption leave for teachers for such period before and after delivery or adoption of a child as will serve the interest of the students, the Board and the employee concerned, and in conformity with the requirements of the Employment Standards Act.

Pregnancy is regarded as a normal health condition and not as sickness. No distinction is made between illness resulting from pregnancy and other types of illness for the purpose of sick leave coverage.

(a) Types of Leave

(i) Pregnancy Leave

A "Pregnancy Leave" is granted to a pregnant teacher and is for a period of fifty-two (52) weeks or such shorter period of time as the teacher requests. The term "Pregnancy Leave" includes both the seventeen (17) week pregnancy and the thirty-five (35) week parental leave under the Employment Standards Act.

(ii) Parental Leave

A Parental Leave is granted to a teacher for the birth of his/her child and is for a period of thirty-five (35) weeks, or thirty-seven (37) weeks if no Pregnancy Leave was taken, or such shorter period of time as the teacher requests. The teacher may continue benefit coverage during the parental leave with the Board contribution towards premiums as per Article 8.

(iii) Adoption Leave

An Adoption Leave is granted to a teacher who has provided the Board with confirmation that an application has been made for adoption and is for a period of thirty-five (35) weeks or such shorter period of time as the teacher requests. The teacher may continue benefit coverage during the adoption leave with the Board contribution towards premiums as per Article 8.

(iv) Extended Parental Leave

An Extended Parental Leave (including adoption leave) is granted to a teacher and is for a period not to exceed two (2) years. The duration of the leave shall be subject to consultation between the Board and the teacher and the return date shall normally coincide with the beginning of a term.

(b) Teachers with Thirteen or More Weeks Continuous Service at Beginning Date For Leave

- (i) Leaves as defined in Clause 9.05(a) shall be granted provided any and all applicable conditions have been met.
- (ii) Written documentation is required in:
  - (1) application for leave suggesting beginning and ending dates;
  - (2) probable date of delivery (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave) or expected date of first coming into care and control of teacher (Adoption Leave);
  - (3) doctor's certificate of pregnancy and probable delivery date (Pregnancy Leave, Parental Leave or Extended Pregnancy Leave);
  - (4) confirmation of leave including beginning and ending dates;
  - (5) doctor's certificate of need for extension of leave (Pregnancy Leave or Extended Pregnancy Leave) if applicable.
- (iii) Application for leave must be made at least two (2) weeks before the leave is to begin. A copy of the application must be sent to the Local President by the teacher.
- (iv) The beginning and ending dates of the leave provided under these provisions will be in accordance with the Employment Standards Act. Any variation from this will be by agreement with the Superintendent of Human Resources or designate.
- (v) A teacher may terminate a leave prior to the planned return date by notifying the Superintendent responsible for Human Resources, in writing, at least four (4) weeks before the requested date of return.
- (vi) During a leave, the teacher shall receive no salary from the Board; seniority shall continue to accrue; sick leave shall not be reduced unless used.
- (vii) During a leave, for the lesser of thirty-five (35) weeks in the case of a Parental Leave or Adoption Leave, or thirty-seven (37) weeks if no Pregnancy Leave was taken, or fifty-two (52) weeks in the case of a Pregnancy Leave or an Extended Pregnancy Leave, and the duration of the leave, the Board shall continue to pay its share of premiums for insured employee benefits (covered by Article 8), teaching experience for grid placement (Article 13) and Sick Leave (Clause 9.01) shall continue to accumulate.
- (viii) After the period of time covered by Clause 9.05(b)(vii), insured employee benefits (covered by Article 8) will be suspended unless kept in force through payment of the premiums, in advance, by the teacher, in such manner as prescribed by the Board, but on resumption of duties by the teacher, all such benefits will be reinstated, in accordance with the terms of the Collective Agreement.
- (ix) After the period of time covered by Clause 9.05(b)(vii), time spent on a leave under this provision shall not accrue towards placement on salary grid (Clause 13.01) or accumulation of sick leave (Clause 9.01).
- (x) At the end of a leave under this provision the Board shall return the teacher to the position most recently held, if it still exists, or to a comparable position, if it does not. This return to position shall be subject to redundancy procedures. It is understood that a teaching position does not extend beyond a school year and that return from a leave commenced in a prior school year must always be to a comparable position.

(c) Teachers with Less than Thirteen Weeks Continuous Service at Beginning Date for Leave

All provisions in this part are the same as those in Clause 9.05(b) except:

- (i) the beginning date of the leave period if earlier than eleven (11) weeks prior to the expected delivery date and the ending date if later than six (6) weeks after the delivery date shall be determined by the Superintendent of the Department concerned;
- (ii) where the Pregnancy Leave extends beyond the eleven (11) week period, the teacher loses the right to return to the Board's employ, unless such extension of leave is approved, in writing, by the Superintendent of Human Resources or designate;
- (iii) neither the particular position held by the teacher at the beginning of the leave nor an equivalent position is guaranteed on return to work, but the Superintendent concerned will place the teacher in a position as near as practicable to that formerly held.

(d) Adoption Leave Provisions

- (i) Pre-placement leave shall not exceed two (2) weeks except with the specific approval of the Superintendent.
- (ii) If the presence of the adopting teacher is required for preadoption purposes [not including those set out in (i) above], such leave shall be available, provided that the teacher supplies verification from the adoption agency. Such leaves shall be charged against the teacher's special leave allowance [Clause 9.02(e)].

(e) SEB Plan

Subject to the applicable legislation, the Board shall provide a teacher on leave pursuant to Clause 9.05(a)(i), (ii) or (iii) with a Supplementary Employment Benefit Plan providing for payment of the first two (2) weeks of leave at the normal Employment Insurance rate for the eligible teacher.

- (i) A Pregnancy/Parental Leave SEB Plan shall provide for payment of the first two (2) weeks of Pregnancy/Parental Leave of the normal Employment Insurance rate for each eligible teacher.
- (ii) For the six (6) week period immediately following the birth of her child, the Board shall top-up benefits as a supplement to the teacher's Employment Insurance pregnancy benefit entitlement, without the requirement to

submit medical proof of illness. The amount of the top-up shall be equal to the difference between the amount of the teacher's Employment Insurance pregnancy benefits [which is acknowledged to be during the teacher's two (2) week waiting period if it occurs during this period] 95% of the teacher's regular weekly earnings. For the purpose of the Article, the teacher's regular weekly earnings shall be determined by dividing the annual gross salary by fifty-two (52). If the teacher is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

- (iii) Within one (1) month of the expected date of delivery, the teacher shall notify the Board of the teacher's intent to access either a) the E.I. top up, as outlined in Clause (ii) above or b) the teacher's accumulated sick leave credits to a maximum of six (6) weeks from the date of delivery provided the teacher has sufficient credits available.

Effective September 1, 2005, regular weekly earnings is the teacher's salary multiplied by 5/194 days. The payment from the Board will be payable to the member only for those days during the two (2) week waiting period (SEB) and the six (6) week top-up period which fall on regular school days [maximum forty (40) days]. If the teacher is not entitled to pregnancy Employment Insurance benefits for the full six (6) week period immediately following the birth of her child, the top-up benefit payments are only required from the Board for any period corresponding with the payment of Employment Insurance pregnancy benefits.

#### 9.06 Sabbatical Leave

The sabbatical leave plan of the Renfrew County District School Board is a recognition of outstanding service to education in the schools of the County. It furnishes selected teachers with an opportunity to engage in approved studies or travel. Such leave is subject to the recommendation of a committee and to the conditions outlined below. The committee shall consist of two (2) members of the Union, two (2) Board members and two (2) members from Senior Administration.

#### 9.07 Regulations Regarding Sabbatical Leave

- (a) At the present time the maximum number of teachers who may be on sabbatical leave in any one (1) year is 1% of the teachers.
- (b) Sabbatical leave must be used for the purpose of improving general education or teaching techniques. When making application for leave, the applicant should present to the Board a summary of the way in which the applicant intends to spend the year, specifying the travel the applicant wishes to undertake and/or courses to be followed.
- (c) Teachers may apply for sabbatical leaves of a full year, a half year or a third of a year. The Board shall receive notice from a teacher applying for sabbatical leave by December 1st of the school year preceding the school year in which the leave begins.
- (d) To qualify for consideration for sabbatical leave applicants must be teachers on permanent contract who, immediately previous to the year of application, had to their individual credit continuous and unbroken\* teaching experience to the equivalent of six (6) full years with the Renfrew County District School Board and must give a written undertaking to continue to teach for the Board after returning from leave for a minimum period of at least twice the length of the sabbatical.

\*Leave of absence, maternity leave and approved service with the Department of National Defence do not constitute a break in continuous service with the Board.

- (e) A teacher on sabbatical leave shall be paid the higher of:
  - (i) 75% of the salary to which the teacher would be entitled had the teacher remained in the teaching position, or
  - (ii) the minimum of the category in which the teacher is paid.
- (f) Teachers on sabbatical leave shall be entitled to participate in the Board's benefit plans as if they were full-time employees.
- (g) Teachers, while on sabbatical leave, shall not engage in work that will pay them a salary which, when added to their allowances from the Board, will give them an income greater than the salaries they would have received during the school year of their leave.
- (h) While on sabbatical leave, a teacher shall neither acquire additional sick leave credits nor be charged for any leave of absence due to sickness, funerals, etc., that may occur during the period.
- (i) Teachers on sabbatical leave shall, on their return, be placed on the schedule at the salary appropriate to their years of experience and qualifications. They will not receive an increment in the first year after they return for the year in which they were on leave. But, thereafter, their salary will be that which they would have earned had they not taken leave.

(j) Reinstatement

- (i) A teacher returning from sabbatical leave shall be guaranteed a teaching position within the County. Subject to the provisions of the redundancy procedure, the teacher shall be returned to the school taught in immediately prior to the leave.
- (ii) A teacher granted sabbatical leave shall guarantee to teach for the Board a minimum period of twice the length of the sabbatical granted after returning from leave and should the teacher not complete this service with the Board thereafter, the teacher must agree to reimburse the Board (on a proportional basis), the money received during leave. These provisions may be waived by mutual consent.
- (k) Pension deductions are to be continued according to the terms of the Teachers Pension Benefits Act on the salary paid to the teacher during the sabbatical year. Upon returning to duties, the teacher may make contributions to the Pension Fund of the amount required to make up the total contribution that would have been made had the teacher not been on sabbatical leave, such contributions being subject to the Regulations.
- (l) A teacher granted a sabbatical leave for a half year or a third of a year has the option of selecting a full year sabbatical at one-half ( $\frac{1}{2}$ ) or one-third ( $\frac{1}{3}$ ) (as appropriate) the amounts set out in (e).

9.08 (a) Leave of Absence

- (i) A teacher may be granted a full time or part time leave of absence without pay, provided he/she makes a written request prior to March 1st for leave of absence beginning at anytime during the following school year. The teacher shall be notified of the Board's decision regarding the leave, no later than the second Tuesday in April.
- (ii) Intentions to return from leave of absence must be made prior to March 1st for return from leave of absence effective at any time during the following school year. The teacher upon return shall be guaranteed a teaching position in the family of schools from which the leave was granted. The teacher shall continue to accumulate seniority for the period of leave.
- (iii) All requests for leave of absence or notification of return from leave of absence are to be submitted by the teacher to the Superintendent of Human Resources and copies to the Local President.
- (iv) In extenuating circumstances, the Board may waive the March 1st date for either requesting a leave or for indicating a return from leave.
- (b) Employees on leave of absence may elect to pay full benefit premiums to keep their coverage in effect.

9.09 (a) Family Medical Leave

- Family Medical Leave means an unpaid leave taken for the purpose of caring for or supporting a family member who is gravely ill with a significant risk of death within twenty-six (26) weeks. The leave may be taken for up to a maximum of eight (8) weeks.
- (b) An employee on Family Medical Leave shall continue to be entitled to all rights, benefits and privileges which would have been received had the member been actively employed, including but not limited to:
    - (i) accumulation of credit for sick leave, seniority and experience;
    - (ii) employee benefits.Subject to the eligibility requirements as determined by the carrier, the Board shall continue its contributions to the premiums for the benefit plans in which the teacher was enrolled at the commencement of the leave.
  - (c) An employee who intends to take a Family Medical Leave shall notify the employer of the dates on which the member intends to leave and return to active employment.
  - (d) The employee will provide to the Board a medical certificate indicating that a member of the family is gravely ill with a significant risk of death within twenty-six (26) weeks and the relationship to the employee.
  - (e) For the purposes of this article, "family" is defined as follows:
    - (i) the teacher's spouse;
    - (ii) a parent, step-parent or foster parent of the teacher;
    - (iii) a child, step-child or foster child of the teacher or the teacher's spouse.
  - (f) A teacher returning from Family Medical Leave shall be assigned the same teaching assignment that the teacher would have had if he/she had not taken the leave. Upon request of the teacher, the Board shall provide a teacher on Family Medical Leave with a Record of Employment.

9.10 When the Board requests a meeting with the Union during regular school time, the teacher representatives shall incur no loss of pay for time spent in such meetings or negotiations with the Board.

9.11 Union Duties

The Board recognizes that occasionally it may be necessary for executive officers of the Union Local to be absent from their teaching duties in order to attend to Union matters. Special leave, without loss of salary or deduction of sick leave credits, up to a maximum of sixty-five (65) days in any school year, may be granted at the discretion of the appropriate Superintendent to executive officers of the Local following a written request from the Local. The Local

shall reimburse the Board for any occasional teaching costs incurred.

9.12 Union Local President/First Vice-President

The President/First Vice-President of the Union Local shall, subject to the conditions which follow, be entitled to leave with pay for Union duties. The conditions applicable are:

- (a) The Local shall reimburse the Board the salary and benefit costs of a teacher at Category A3, Step 0 for the Union Local President Leave.
- (b) The Local shall reimburse the Board the salary and benefit costs, if any, of any replacement for the Local First Vice-President half-time leave, up to a maximum of 50% of Category A3, Step 0.
- (c) An allowance as determined by the Local shall be paid to the President each school year. The Local agrees to reimburse the Board for this allowance no later than September 5th of each school year.
- (d) Time spent on such leave shall be considered for teaching experience and for seniority.
- (e) The President/First Vice-President shall be returned to the school taught in immediately prior to the leave, or to another school by mutual agreement between the teacher and the Board. This return to the school shall be subject to redundancy procedures.
- (f) In conjunction with 9.01(b), the President's/First Vice-President's sick leave account shall be credited with twenty (20) days of sick leave allowance on September 1st of each year.

9.13 The chief negotiator of the negotiating committee of the Local shall be allowed up to fifteen (15) days leave with pay. The Local shall reimburse the Board for any occasional teaching costs incurred.

9.14 Leave for Public Office

The Board shall grant leave of absence without pay to a teacher for the purpose of campaigning for or serving for the first term as a member of the Legislative Assembly of Ontario, the House of Commons or the local council of a municipality. Leave for subsequent terms may be granted by the Board. The teacher shall continue to accumulate seniority for the period of leave. Employees on the leave may elect to pay full benefit premiums to keep their coverage in effect.

9.15 Leave for Federation Office

The Board shall grant a leave of absence to a teacher who holds an office requiring full time duty at the Provincial level, provided the Local reimburses the Board for the cost of the teacher's salary and benefits. The teacher shall continue to accumulate seniority and teaching experience during the period of leave.

9.16 Subject to Article 25, the teacher on return from a leave pursuant to Article 9.12, 9.14 or 9.15 shall be guaranteed a teaching position in the Family of Schools from which leave was granted.

ARTICLE 10 – TRANSFER OF TEACHERS

10.01 Teacher Initiated Transfer Requests

- (a) A teacher who wishes to be considered for a transfer for the next school year shall apply in writing to the Superintendent of Human Resources with a copy to the Local President by March 1st of the preceding school year indicating their school or area of preference.
- (b) As openings occur, applications of teachers requesting transfer will be considered.
- (c) No transfers shall occur until all surplus teachers have been initially placed.

10.02 Board Initiated Transfer Requests

- (a) The transfer of teachers from one (1) family to another within the County system shall be by mutual agreement of the Board and the teacher concerned with no penalty assessed against any teacher who declines.
- (b) The Board shall pay all reasonable moving costs plus a relocation allowance of up to \$300.00 to help pay for incidental expenses involved provided that the Board requested the teacher transfer. The transfer must be from one family to another within the County.
- (c) For the purposes of Article 10.02, family shall be defined so that:
  - (i) McNab Public School is included in the same family as the schools in the Town of Arnprior;
  - (ii) Admaston Public School and Calabogie Public School are included in the same family as the schools in the Town of Renfrew;
  - (iii) Rockwood Public School, Westmeath Public School and Beachburg Public School are included in the same family as the schools in the City of Pembroke;
  - (iv) General Lake Public School, Herman Street Public School, Pine View Public School and Pinecrest Public School are included in a single family;
  - (v) Sherwood Public School, Palmer Rapids Public School, and Killaloe Public School are included in a single family;

- (vi) Keys Public School and Morison Public School are included in a single family;
- (vii) Cobden Public School and Eganville Public School are included in a single family.
- (d) Administration-initiated transfers [excluding teacher-requested transfers, mutually agreed upon transfers, and transfers under the provisions of the Surplus and Redundancy Procedures (25)] shall be restricted to not more frequently than once in any three (3) year period.
- (e) The Board will consult with Union prior to transferring a teacher within a family.

10.03 Nothing precludes the transfer of a teacher at any time by mutual consent.

10.04 School Closures/Consolidation

- (a) The Board and Local shall establish a joint committee with equal representation to consult on issues pertaining to elementary teachers in regards to school closure and consolidation.

10.05 Increases to Entitlement

A part time teacher who wishes to increase his/her teaching assignment commencing the following school year shall indicate this in writing to the Superintendent of Human Resources, with a copy to the Local President, by March 1st of the preceding school year. By the second Tuesday in April, the teacher shall be notified of the decision.

ARTICLE 11 – VACANCIES

- 11.01 (a) (i) The Board shall post a list of all vacancies (including new positions) in teaching or positions of responsibility for at least five (5) school days before the vacancy is to be filled. Concurrently a copy of such notice shall be sent to the Union.
    - (ii) All candidates will be notified of the outcome within ten (10) days of the interview date.
  - (b) In no case will public advertising occur prior to internal advertising.
  - (c) During the months of July and August the Board will be deemed to have met the requirements of Clause 11.01(b) if such posting occurs in a readily accessible place at the Board Offices and the material is subsequently distributed to the individual schools (possibly after public advertising has occurred but prior to the closing date for applications).
- 11.02 Such posting shall contain a job description, the qualifications preferred, any applicable allowances, start date (and ending date where applicable), and procedure for applying.
- 11.03 (a) Teachers employed by the Board may apply for a posted vacancy that occurs during the school year.  
(b) Teachers employed by the Board may not apply for a vacancy that results from the placement of a teacher under Clause (a).
- 11.04 The Board shall not advertise or fill any vacancies until all qualified redundant teachers have been placed.
- 11.05 Positions which may be filled by occasional teachers are not vacancies.

ARTICLE 12 – PROBATIONARY PERIOD

12.01 A newly hired teacher shall have a one (1) year probationary period.

ARTICLE 13 – SALARY SCHEDULE

13.01 (a) Teachers' Schedule

Except as otherwise provided in this Agreement, teachers will be paid in accordance with their placement on the following salary grid.

| Effective September 1, 2008 |        |        |        |        |        | Effective September 1, 2009 |        |        |        |        |        |
|-----------------------------|--------|--------|--------|--------|--------|-----------------------------|--------|--------|--------|--------|--------|
| Year                        | A      | A1     | A2     | A3     | A4     | Year                        | A      | A1     | A2     | A3     | A4     |
| 0                           | 35,466 | 36,502 | 40,158 | 43,807 | 47,459 | 0                           | 36,175 | 37,232 | 40,961 | 44,683 | 48,408 |
| 1                           | 37,817 | 39,492 | 43,207 | 47,120 | 50,642 | 1                           | 38,573 | 40,282 | 44,071 | 48,062 | 51,655 |
| 2                           | 40,177 | 42,471 | 46,255 | 50,440 | 53,844 | 2                           | 40,981 | 43,320 | 47,180 | 51,449 | 54,921 |
| 3                           | 42,531 | 45,458 | 49,314 | 53,760 | 57,034 | 3                           | 43,382 | 46,367 | 50,300 | 54,835 | 58,175 |
| 4                           | 44,890 | 48,446 | 52,360 | 57,076 | 60,224 | 4                           | 45,788 | 49,415 | 53,407 | 58,218 | 61,429 |
| 5                           | 47,245 | 51,435 | 55,408 | 60,394 | 63,423 | 5                           | 48,190 | 52,464 | 56,516 | 61,602 | 64,692 |
| 6                           | 49,607 | 54,417 | 58,459 | 63,710 | 66,617 | 6                           | 50,599 | 55,505 | 59,628 | 64,984 | 67,949 |
| 7                           | 51,961 | 57,403 | 61,507 | 67,027 | 69,808 | 7                           | 53,000 | 58,551 | 62,737 | 68,368 | 71,204 |
| 8                           | 54,315 | 60,390 | 64,563 | 70,344 | 73,010 | 8                           | 55,401 | 61,598 | 65,854 | 71,751 | 74,470 |
| 9                           | 56,669 | 63,380 | 67,618 | 73,659 | 76,206 | 9                           | 57,802 | 64,648 | 68,970 | 75,132 | 77,730 |
| 10                          | 59,029 | 66,363 | 70,674 | 76,980 | 79,394 | 10                          | 60,210 | 67,690 | 72,088 | 78,520 | 80,982 |
| 11                          | 61,389 | 69,362 | 73,739 | 80,307 | 82,590 | 11                          | 62,617 | 70,749 | 75,214 | 81,913 | 84,242 |
| 12                          | 64,281 |        |        |        | 85,779 | 12                          | 65,567 |        |        |        | 87,495 |
| 13                          | 69,362 |        |        |        |        | 13                          | 70,749 |        |        |        |        |

| Effective September 1, 2010 |        |        |        |        |        | Effective September 1, 2011 |        |        |        |        |        |
|-----------------------------|--------|--------|--------|--------|--------|-----------------------------|--------|--------|--------|--------|--------|
| Year                        | A      | A1     | A2     | A3     | A4     | Year                        | A      | A1     | A2     | A3     | A4     |
| 0                           | 37,260 | 38,349 | 42,190 | 46,024 | 49,860 | 0                           | 38,378 | 39,500 | 43,456 | 47,405 | 51,356 |
| 1                           | 39,730 | 41,491 | 45,393 | 49,504 | 53,205 | 1                           | 40,922 | 42,736 | 46,755 | 50,989 | 54,801 |
| 2                           | 42,210 | 44,620 | 48,595 | 52,993 | 56,569 | 2                           | 43,476 | 45,959 | 50,053 | 54,583 | 58,266 |
| 3                           | 44,684 | 47,758 | 51,809 | 56,480 | 59,920 | 3                           | 46,025 | 49,191 | 53,363 | 58,174 | 61,718 |
| 4                           | 47,162 | 50,898 | 55,009 | 59,965 | 63,272 | 4                           | 48,577 | 52,425 | 56,659 | 61,764 | 65,170 |
| 5                           | 49,636 | 54,038 | 58,212 | 63,450 | 66,633 | 5                           | 51,125 | 55,659 | 59,958 | 65,354 | 68,632 |
| 6                           | 52,117 | 57,170 | 61,417 | 66,934 | 69,988 | 6                           | 53,681 | 58,885 | 63,260 | 68,942 | 72,088 |
| 7                           | 54,590 | 60,308 | 64,619 | 70,419 | 73,340 | 7                           | 56,228 | 62,117 | 66,558 | 72,532 | 75,540 |
| 8                           | 57,063 | 63,446 | 67,830 | 73,904 | 76,704 | 8                           | 58,775 | 65,349 | 69,865 | 76,121 | 79,005 |
| 9                           | 59,536 | 66,587 | 71,039 | 77,386 | 80,062 | 9                           | 61,322 | 68,585 | 73,170 | 79,708 | 82,464 |
| 10                          | 62,016 | 69,721 | 74,251 | 80,876 | 83,412 | 10                          | 63,877 | 71,813 | 76,479 | 83,302 | 85,914 |
| 11                          | 64,496 | 72,872 | 77,470 | 84,370 | 86,769 | 11                          | 66,431 | 75,058 | 79,794 | 86,901 | 89,372 |
| 12                          | 67,534 |        |        |        | 90,120 | 12                          | 69,560 |        |        |        | 92,824 |
| 13                          | 72,872 |        |        |        |        | 13                          | 75,058 |        |        |        |        |

The Board shall pay to all Local members the 2008-2009 increase on salary grids, wages and all allowances retroactive to September 1, 2008 at the earliest opportunity and no later than March 31, 2009. Such payments shall also be made to former Local members who were employed at any time during the currency of this Collective Agreement based upon their time employed.

(b) Part-time teachers and teachers beginning full time employment after the 1st day of September shall be paid a salary pro-rated on schedule according to their Q.E.C.O. qualifications and experience.

13.02 Allowance for Elementary Teaching Experience

- (a) Definition of Experience - Experience is interpreted as full-time certificated teaching experience in a publicly supported elementary or secondary school in Ontario or its equivalent, i.e. experience on a certificate for which the Department of Education or Ministry of Education has issued either a Certificate or a Letter of Standing. Where a teacher's experience cannot be readily classified, the number of years shall be determined by the Director of Education but shall not exceed the maximum.
- (b) All teaching experience, as defined in 13.02(a) will be granted full recognition up to the maximum number of years on the salary schedule.
- (c) Experience recognized as a result of part-time teachers employed on a regular basis in any one (1) school year or as a result of full-time employment beginning after September 1st, shall be that fraction of a full year for which the teacher was employed rounded off to the nearest tenth.
- (d) Effective September 1, 2010, casual and long-term occasional teaching will be recognized for grid placement.

The calculation of such experience will be limited to teaching experience earned with the Renfrew County District School Board commencing September 1, 2009. Experience will be calculated and applied as of September 1st each year. Each twenty (20) days of experience shall equate to .1 of an increment.

13.03 For purposes of Employment Insurance, the number of insurable hours to be reported shall be eight (8) hours per day.

ARTICLE 14 – ADDITIONAL ALLOWANCES

14.01 (a) Curriculum Coordinator of French Second Language

The allowance for Curriculum Coordinator of French Second Language shall be:

|                   |          |
|-------------------|----------|
| September 1, 2008 | \$8,183; |
| September 1, 2009 | \$8,347; |
| September 1, 2010 | \$8,597; |
| September 1, 2011 | \$8,855. |

(b) (i) Lead Teachers

An allowance of:

|                   |          |
|-------------------|----------|
| September 1, 2008 | \$1,228; |
| September 1, 2009 | \$1,253; |
| September 1, 2010 | \$1,290; |
| September 1, 2011 | \$1,329; |

shall be paid to lead teachers appointed in each of the site buildings of a school complex.

(ii) The Board and the Local agree to follow the Lead Teacher Manual which outlines the Lead Teacher's selection, role and responsibilities within the school and system setting. Revisions to the Lead Teacher Manual shall be made after consultation with the Local. The Board and Local will provide training for new Lead Teachers each school year, no later than October 15th.

14.02 (a) Special Education Administrator and Consultants

The Board may appoint supervisors for individual subjects or the grade areas in its elementary schools. These officials shall hold the qualifications and perform the functions specified in Ontario Regulation #298, Operation of Schools, General - Section 17, Subject and Program Supervision and Coordination. Their responsibilities shall cover more than one (1) school.

The allowance paid to consultants shall be:

|                   |          |
|-------------------|----------|
| September 1, 2008 | \$5,723; |
| September 1, 2009 | \$5,837; |
| September 1, 2010 | \$6,013; |
| September 1, 2011 | \$6,193. |

The allowance for part-time consultants shall be pro-rated according to that fraction of their time they are acting as a consultant.

(b) The rate of pay for the special education administrator shall be Year 0 of the elementary school Principal's grid.

14.03 (a) Where the teacher is timetabled to teach in more than one (1) school and has to travel from school to school in the teacher's own vehicle, the teacher will receive a travel allowance at the rate currently approved by Board policy (see Appendix "A" for current rates). For allowance purposes distances are measured from the school in the teacher's circuit of schools which is nearest to the teacher's home at the starting point (see Appendix "B" for standard distances).

(b) Where a teacher is not timetabled to teach in more than one (1) school but is required to travel to a series of schools in a part of the County, the teacher shall have an office designated (one of Deep River, Pembroke, Renfrew, Arnprior, Eganville or Barry's Bay). Where a teacher is not timetabled to teach in more than one (1) school but is required to travel to schools in all parts of the County, the teacher shall have an office designated (one of Pembroke, Eganville or Renfrew). Such designation of office shall occur at the time of advertisement of the position. Travel allowance shall be payable to such teachers at the rate currently approved by Board policy (see Appendix "A") and all distances shall be measured from the designated office (see Appendix "B" for standard distances).

14.04 Allowance for Additional Degree

An allowance of:

|                   |        |
|-------------------|--------|
| September 1, 2008 | \$719; |
| September 1, 2009 | \$733; |



September 1, 2010 \$755;  
September 1, 2011 \$778;

shall be granted for one (1) Master's degree or one (1) Doctorate from Universities which are members of the National Conference of Canadian Universities or of similar conferences in other parts of the world.

The extra degree allowance shall be paid above category and shall have the effect of exceeding maximum for all members of the Local.

#### ARTICLE 15 – CREATION OF NEW POSITION

15.01 If the Board creates a new position of responsibility to be filled by a teacher covered by this Agreement, the Board will negotiate with the Union about the salary and/or allowances. If no agreement is reached the matter may be submitted to arbitration in accordance with 18.07.

#### ARTICLE 16 – DEFINITION OF LEVELS

16.01 Should Q.E.C.O. develop a new program during the term of the Agreement, the new program shall be implemented provided that it is fully funded by the Ministry of Education funding formula under the qualification and experience grant.

#### 16.02 Qualification for Salary Categories

For purposes of placement in all salary categories, i.e. A, A1, A2, A3, A4, only statements of evaluation from Q.E.C.O. will be acceptable. Subject to 16.01, all references to Q.E.C.O. refers to program 5 as it existed on September 1, 2004.

- 16.03 (a) Unqualified teachers (usually meaning teachers on Letters of Permission) will be paid at Category "A" minimum.  
(b) Certified teachers with degrees will be paid at Category A1 minimum until Statement of Evaluation from Q.E.C.O. is received. Proper grid placement will be paid from date of commencement of employment once documentation has been received.
- 16.04 (a) Whereby June 30th of the school year, a teacher files with the Board documentary evidence (Q.E.C.O. Statement of Evaluation) that the requirements for a higher rating category were completed after the end (June 30th) of the previous school year, the teacher shall receive the higher rate retroactive to the first day of the month following the month in which the requirements for the higher category were completed.  
(b) Where a teacher has filed the necessary documentation with Q.E.C.O. in sufficient time to reasonably meet the date specified in (a) above, and the teacher receives written notification that the Q.E.C.O. Statement of Evaluation will be delayed for reasons beyond the control of the teacher, the teacher shall file such documentation with the Board and shall be deemed to have met the requirements of (a) above.

#### ARTICLE 17 – METHOD OF PAYMENT

- 17.01 (a) The method of payment shall be ten (10) payments of 8% each and one (1) payment of 20%. There shall be a pay of 8% on the first school day in September. There shall be pays of 8% not later than the last Friday of each month from September to May inclusive. There shall be a pay of 20% not later than the last school day in June.  
(b) (i) Except in extraordinary circumstances, all payments made under the schedule of (a) above shall be made by the method known as "direct deposit".  
(ii) Each teacher shall open one (1) account with a Bank or other financial institution which is prepared to accept electronic funds transfers. If the institution is one which requires a greater period of time than is normal for an electronic funds transfer between branches of two (2) unrelated Schedule A Canadian Chartered Banks, the teacher acknowledges that the Board has no liability for a failure to deposit a payment by a date specified in (a) above. The Board shall supply a list of financial institutions which claim to accept electronic funds transfers within the time period that is normal for an electronic funds transfer between branches of two (2) unrelated Schedule A Canadian Chartered Banks.  
(iii) Each teacher shall supply a sample voided cheque with proper electronic coding for the account to which salary deposit is to be made. No payments can be made until this information has been supplied.  
(iv) Anytime a teacher changes accounts to which salary is to be deposited, the provisions of (iii) shall apply. Unless a teacher moves principal residence from one (1) community to another, a maximum of one (1) change of account for deposit will be accepted in any one (1) school year. An additional change of account for deposit will be accepted if there is a change in principal residence during the school year. Any change in account must be received by the Board Payroll Department at least two (2) weeks before the change is to be

effective.

- (v) The Board reserves the right to pay by cheque at any time. The Board reserves the right to pay by cheque if it finds major difficulties with the process or upon three (3) months advance written notice to the Union where the Board has determined the system must revert to a cheque based system.
- (c) Where a pay date is not a date on which direct deposits can be made, the pay date shall be moved to a date preceding the specified date unless to do so will move the pay date into a different school year or a different calendar year in which case, the pay date shall be moved to date following. In each case, the date moved to will be the one nearest the specified date on which the transaction can occur.  
In the event the Board has exercised its rights under Clause 17.01 (b) (v), the "date on which direct deposits can be made" shall become "school day" and the date to which the pay date is moved shall be a school day.
- (d) Upon receipt of notification of the employment of a new teacher, the Human Resources Department shall mail to the teacher concerned, at the address indicated, all forms which will be required for payroll purposes. Any such teacher who has not, ten (10) days prior to a regularly scheduled pay day, filed with the Human Resources Department all forms required at that time for the processing of pay, shall not receive any payments until the forms have been filed, following which arrears shall be paid with the next regular instalment payment.
- (e) The employer shall make statutory deductions as required by legislation or regulations.
- (f) All salary deductions including pension, income tax, Union fees deducted on a percentage basis across the year shall be made according to the salary payment plan and these deductions shall be shown on the annual T4 slips.
- (g) A teacher is entitled to be paid his or her salary in proportion that the sum of the total number of school days on which the teacher performs his or her duties and of the total number of additional days [when the teacher is required by the Board to perform duties pursuant to section 171 2) of the Education Act, as amended] on which the teacher performs his or her duties bears to the sum of the total number of school days in the school year plus the number of additional days on which the teacher is required to perform duties [pursuant to section 171(2) of the Education Act, as amended].

## ARTICLE 18 – GRIEVANCE AND ARBITRATION PROCEDURES

### 18.01 Definition

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

### 18.02 Individual Grievance

#### Step 1

Grievance(s) must be submitted in writing to the Director of Education or designate within twenty (20) school days of the time the grievor became aware of the circumstances giving rise to the grievance. Within ten (10) school days of receipt of the grievance, a meeting will be held with the grievor, a Union representative and the Director of Education or designate. The Director of Education or designate shall respond to the grievance in writing within ten (10) school days of the meeting.

#### Step 2

If no settlement is reached, the Union may submit the grievance to arbitration within ten (10) school days of the response from the Director of Education or designate under the terms established in Section 49 of the Labour Relations Act (which may be amended from time to time) or under the terms established for arbitration pursuant to 18.07.

### 18.03 Policy Grievance

The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A Policy Grievance shall be presented at Step 1 to the Union or the Director of Education.

- 18.04 Any grievance which is not commenced or carried through to the next stage of the grievance procedure within the time specified shall be decreed to have been abandoned and no further action can be taken with respect to such grievance. The time limits specified in this Article may be extended by mutual agreement in writing between the Parties to this Collective Agreement. If the stipulated time limits are not met by the Party against whom the grievance is being lodged, the grievor or Party shall have the right to appeal the grievance to the next level of the procedure.

### 18.05 Discharge Grievance

Where a teacher has received a termination notice for 'Just Cause', the Local, on behalf of the teacher may file a grievance within ten (10) school days of the written notice of termination.

18.06 Grievance Mediation

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

18.07 Arbitration

- (a) Either Party may, after exhausting the grievance procedure, notify the other Party in writing indicating the name of its appointee to an Arbitration Board. The recipient of the notice shall within five (5) school days inform the other Party of the name of its appointee to the Arbitration Board. The two (2) appointees so selected shall, within five (5) days of the appointment of the second of them, appoint a third person who shall be the Chair. If the two (2) appointees fail to agree upon a Chair within the fixed time limits, an appointment as arbitrator shall be made by the Minister of Labour of Ontario upon the request of either Party.
- (b) Notwithstanding the process in Article 18.07(a), the Parties may agree, in writing, to the appointment of a Sole Arbitrator for any grievance. Either Party may inform the other Party, in writing, of the intention to appoint a Sole Arbitrator. The recipient shall respond to the initiating Party within five (5) days. In the event that the Parties agree to a Sole Arbitrator, the Parties, shall, within five (5) days of the Agreement, attempt to select the Arbitrator. If they are unable to agree, they will request that the Ministry of Labour appoint the Arbitrator.
- (c) Decision of the Board of Arbitration or Sole Arbitrator  
An Arbitration Board or Sole Arbitrator shall give a decision within sixty (60) calendar days after hearings on the matter submitted to arbitration are concluded. The decision of the Board of Arbitration or Sole Arbitrator shall be final and binding and enforceable on all Parties.
- (d) Expenses of the Sole Arbitrator or Board of Arbitration  
Both Parties agree to pay one-half (½) of the fees and expenses of the Sole Arbitrator or the fees and expenses of the Parties respective appointees and one-half (½) of the fees and expenses of the Chair of the Arbitration Board.

ARTICLE 19 – JUST CAUSE

- 19.01 (a) No teacher shall be discharged, suspended or disciplined without Just Cause. Such cause shall be provided to the teacher in writing, within five (5) school days from the time the teacher is informed of such action.
- (b) Prior to the imposition of any discipline and except for exceptional circumstances there shall be a meeting between the teacher and the Board representative to discuss the matter. The Board representatives will advise the teacher about the nature of the meeting prior to the meetings. The teacher shall have the right to have a Union representative at the meeting. Reasonable notice of such meeting shall be given to the teacher with a copy to the Local President.

ARTICLE 20 – PERSONNEL FILE

- 20.01 (a) Upon request, a teacher or designated representative shall have the right to examine a teacher's personnel file in the presence of a Board representative.
- (b) Upon request a teacher or designated representative shall be entitled, without cost, to a copy of any materials contained in the teacher's personnel file.
- (c) Where there is a twenty-four (24) month period during which no letter of discipline has been entered on the file, all previous letters of discipline with respect to the teacher shall be destroyed.

Notwithstanding the foregoing, where the letter of discipline incident involves an interaction with a student it shall be maintained in a teacher's personnel file for a period of five (5) years. Thereafter, the letter of discipline shall not affect the teacher's standing and shall not be considered, relied upon or referred to for purposes of advancement, promotion or discipline.

- (d) A teacher shall be entitled to:
  - (i) request correction of the personal information if the teacher believes there is an error or omission;
  - (ii) require that a statement of disagreement be attached to the information reflecting any correction that was requested but not made; and
  - (iii) require that any person or body to whom the personal information has been disclosed within the year before the time a correction is requested or a statement of disagreement is required, be notified of the correction or statement of disagreement.

ARTICLE 21 – WORKING CONDITIONS

- 21.01 The Board shall ensure that the average size of its elementary school classes, in the aggregate, does not exceed 24.5 pupils. The Board shall determine the average size of its classes, in the aggregate, in accordance with the

applicable legislation which may be amended from time to time.

Grade 4-8 average class size shall be reduced as follows:

- 2009-10 by 0.1 over their 2008-09 Grade 4-8 average class size;
- 2010-11 by 0.2 over their 2008-09 Grade 4-8 average class size;
- 2011-12 by 0.3 over their 2008-09 Grade 4-8 average class size;
- August 31, 2012 by 0.5 over their 2008-09 Grade 4-8 average class size.

The Staffing Committee shall meet to establish the 2008-2009 Grade 4-8 average class size from which the reductions are made, and to allocate the additional staffing.

- 21.02 In order to maintain the flexibility required to offer the best possible learning conditions, within the restraints outlined in 21.01, the Superintendents of each Family of Schools, together with the Principals of the schools in the Family will decide on:
- (a) staffing for each school;
  - (b) class size;
  - (c) each teacher's timetable, which includes class(es) to be taught and other assigned duties normally associated with the operation of the school.
  - (d) By the second Tuesday in April, Principals will share with teachers a tentative staffing model for the upcoming school year, based on projected enrolment and allocations.
  - (e) Each teacher shall be notified of his/her tentative teaching assignment for the upcoming school year, by June 1st. Both parties recognize that such assignments are subject to change for operational reasons.
  - (f) Tentative information relevant to teacher assignments shall be provided to teachers no later than the last school day in June. Such information shall include, but not be limited to, class lists and classroom location. Both parties recognize that such information is subject to change due to operational reasons.
- 21.03
- (a) Each teacher shall have the right to forty (40) continuous minutes of free and uncommitted lunch break time.
  - (b) The Renfrew County District School Board recognizes that qualified teachers must be in charge of students while they are under the Board's jurisdiction.
  - (c) The Renfrew County District School Board requires each Principal to organize the teacher's timetables and responsibilities in such a manner that the requirements in (a) and (b) above are met. Where, in some schools, it is impossible at times for the Principal to make appropriate timetable arrangements for noon-hour supervision with regular staff the Principal shall advise the Superintendent and, except as provided in (d) below, shall make arrangements to engage a suitable person to assist the supervising teacher with these duties.
  - (d) In those cases where every reasonable effort has been made to engage a suitable person as provided for in (c) above and it has not been possible to engage such a suitable person, the Principal shall be deemed to have met the obligation contained in (c) above. In such cases the Principal shall consult with the Superintendent and advise the staff of the failure to obtain a suitable person.
- 21.04
- (a) The Board shall ensure that each full-time teacher receives a minimum of two hundred (200) minutes of preparation time per cycle of five (5) instructional days. The foregoing shall be increased to:
    - 210 minutes effective September 1, 2009;
    - 220 minutes effective September 1, 2010;
    - 230 minutes effective September 1, 2011; and
    - 240 minutes effective August 31, 2012.
  - (b) Preparation time shall be pro-rated for part-time teachers based upon the part-time teachers' percentage of full-time teaching assignment except that the part-time teachers of alternate day kindergarten shall have their pro-rated preparation time scheduled per cycle of ten (10) instructional days.
  - (c) The preparation time provided in (a) and (b) above shall be during the instructional day as defined in 21.09. Preparation time shall be scheduled in blocks of time not less than twenty (20) minutes. Principals are encouraged to schedule longer blocks of time when possible.
  - (d) Both Parties recognize that it may not be possible to provide preparation time as provided in (a) and (b) above for all classroom teachers within the system. The Parties agree to ensure that lost preparation time is rescheduled, including where a teacher is required by the Principal to provide instruction during his/her scheduled preparation time for a teacher absent from work. Preparation time not provided during the week shall be rescheduled within ten (10) days from the time the preparation time was not provided or as otherwise agreed upon by the teacher and the Principal.
  - (e) Central office staff will ensure that the appropriate amount of preparation time as outlined in 21.04(a) and (b) is included in their schedule.
  - (f) Preparation time shall be used for professional activities as determined by the teacher.
  - (g) Professional activity days shall not be considered instructional days for the purpose of scheduling preparation

time.

- (h) Notwithstanding other provisions in this 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 (1) elementary school. This shall be done in consultation with the Staffing Committee.
- (i) Notwithstanding other provisions in this Agreement, the additional weekly minutes of preparation time above the 2008-09 level, generated within twenty (20) consecutive instructional days, may be aggregated to provide for meaningful blocks of preparation time for teachers. The Board may not use the aggregated additional minutes of preparation to hire occasional teachers to provide teacher coverage, as opposed to regular specialist teachers.
- (j) Notwithstanding the foregoing, existing provision or practices respecting preparation time which provide superior benefits to the provisions set out above shall be maintained at each school.

#### 21.05 Staffing Committee

The Board and the teachers agree to the following:

- (a) a Staffing Committee shall be established;
- (b) the members of the Staffing Committee shall be the Superintendent of Human Resources and the Local President or designates;
- (c) the Staffing Committee's mandate is class size as outlined in 21.01;
- (d) the Board shall electronically provide the Union with school and class by class organization numbers for each school prior to the meeting specified in 21.05(f). The Board and the Union shall agree on the date on which the required data will be collected for each school.
- (e) the Staffing Committee shall meet to discuss solutions for teachers who have classes that are exceptional due to, but not limited to, class sizes and/or special needs students;
- (f) the Staffing Committee shall meet on September 15th each year, or on the next school day should September 15th fall on a weekend or holiday, and at other dates as mutually agreed upon.

- 21.06 (a) The school year shall not exceed the minimum number of days required by provincial legislation. The number of professional activity days shall be the maximum number allowed under provincial legislation. Any work performed outside of the school year shall be on a voluntary basis.
- (b) 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. The day will be designated in the calendar prior to the first reporting period.
- (c) Effective in 2010-11, two (2) professional activity days will be designated for the purpose of assessment and completion of report cards at the elementary level: one (1) prior to the first reporting period and one (1) prior to the second reporting period. No more than two (2) professional activity days shall be designated in the new Collective Agreements for the purpose of assessment and completion of report cards at the elementary level.

- 21.07 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 seventy-five (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 may submit agenda items to the Principal for consideration. Except for emergencies, all other meetings of staff shall be on a voluntary basis.

- 21.08 A teacher who the Board assigns duties at two (2) or more locations on the same day shall be provided with adequate time to travel between the locations. When travelling time occurs, it shall be exclusive of preparation time, and when it occurs during the lunch period, it shall be an extension of the forty (40) minute lunch period. The foregoing should not apply to a teacher who applies to more than one (1) part-time position.

- 21.09 The Instructional Day shall be a maximum of three hundred (300) 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, nutritional and recess break(s).

#### 21.10 Supervision Time

- (a) Supervision time shall be defined as the time teachers are assigned on the school supervision schedule to supervise students outside of the three hundred (300) minute instructional day as defined in 21.09. 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 start of instruction in the morning, during the lunch or nutrition interval(s), during recesses or after the instructional day. Unless specifically assigned on the school supervision schedule, teachers shall not be required to perform supervision duties outside the instructional day as defined in 21.09.

- (b) Effective April 1, 2009, the maxima of supervision minutes for elementary teachers will be eighty (80) minutes within each period of five (5) instructional days.
- (c) Part-time teachers shall have their instruction and supervision time pro-rated.
- (d) Supervision duties shall be distributed equitably within the school. The Principal shall consult with the teachers prior to finalizing the Supervision Schedule. The Supervision Schedule shall be available on the first day of school in September. The Parties recognize that changes to the Supervision Schedule may be made for operational reasons.

21.11 No teacher shall be required to transport students in their own personal vehicle or any other vehicle.

21.12 In each year of the Agreement, one (1) Professional Activity Day shall be designated for the purpose of parent-teacher interviews. A Principal will consult with teachers on staff to develop a schedule for parent-teacher interviews. Should interviews be scheduled on the evening prior to the Professional Activity Day, the Principal will consult with the teachers so that the interviews offered on the Professional Activity Day will be offered in either of the morning, the afternoon, or the equivalent of one-half (½) day during the day. During the block of time that interviews are not offered on the Professional Activity Day, the teachers are not required to be in the school.

- 21.13 (a) After an annual consultation with the staff, the Principal shall establish timelines for production of report cards; specifically, when teachers may begin working on report cards, when report cards are to be completed for review, and when they are expected to have them available to be printed and signed off by the Principal.
- (b) After an annual consultation with the staff, which shall occur before teachers begin working on report cards, the Principal shall establish expectations for the report cards in the areas of content and next steps, clarify the format for the report cards identifying expectations such as proper paragraph format or point-form, the use of the child's name or pronouns, etc.
- (c) Should extenuating circumstances arise, established timelines should be reviewed with the teacher to discuss any difficulties in meeting the report card deadline and appropriate timeline modifications.
- (d) No teacher shall be required to complete more than the minimum number of report cards mandated by the Ministry of Education and by current practice as of April 24, 2009.
- (e) The Board shall make available, in electronic form, standard report card comments which are in accordance with Ministry requirements.

21.14 Not Responsible for Diagnosis or Medication

Subject to any legislative requirement to the contrary, the Board shall not require any teacher to administer medication (excepting for out-of-school activities) or to perform any medical or physical procedure on any pupil. It shall not be part of the duties and responsibilities of a teacher to examine pupils for communicable conditions or diseases or to diagnose such conditions or diseases.

21.15 The Board shall advise Principals to make provision for a washroom break for a teacher when no recess break is provided or when a teacher is assigned supervision during a recess break.

ARTICLE 22 - SENIORITY LISTS

22.01 Lists

- (a) By February 1st of each year, seniority lists shall be prepared by the Board, published and distributed as follows:
  - (i) two (2) copies to each school with one (1) copy to be posted for teacher viewing and the other copy to the Workplace Steward;
  - (ii) one (1) copy to the President of the Local;
  - (iii) one (1) copy to the Director, each of the Superintendents and each member of the Surplus and Redundancy Procedures Committee.
- (b) (i) The listing will be comprised of teachers included under Article 2.01.
- (ii) Teachers receiving additional allowances under Articles 14.01(a) and 14.02(a) will be indicated with an asterisk (\*). These positions are protected from the Surplus and Redundancy Procedures outlined in Article 25.
- (c) Three (3) separate lists shall be prepared as follows:
  - (i) A list of all teachers in order of seniority.
  - (ii) For each Family of Schools, a list of all teachers in order of seniority. Teachers not assigned to a school will

- for seniority purposes be assigned to schools by mutual agreement between the Union and the Board.  
(iii) For each school, a list of all teachers in order of seniority.

## 22.02 Ranking

Seniority ranking will be based on continuous service determined as follows:

- (a) Teachers who were included in the final seniority list for permanent teachers for 1997/98 will be listed in the order that they were shown on the 1997/98 list.
  - (b) Teachers who were included in the final seniority list for probationary teachers for 1997/98 will be listed below the teachers in (a) in the order that they were shown on the 1997/98 list.
  - (c) All other teachers will be listed below the teachers in (b) in order of the first day of paid employment.
  - (d) When the Board decides to make an Occasional Teacher a permanent teacher due to the unavailability of the teacher being replaced, the seniority date for the affected teacher shall be back-dated to the first day of continuous employment in the position. If the date of permanent appointment occurs following the date of the printing of the seniority list, the teacher's seniority placement shall occur at the end of the list of the teachers employed on the same date.
  - (e) Where two (2) or more teachers included in (c) have the same first day of paid employment, the seniority ranking for those teachers will be determined as follows:
    - (i) The teachers will be listed in order of the number of years of experience at the elementary level, recognized for salary purposes.
    - (ii) After the application of (i), if the tie still exists, the teachers will be listed in order of the number of years of experience at the secondary level, recognized for salary purposes.
    - (iii) In the event that a tie continues to exist, the names of the teachers tied will be drawn by a lot conducted jointly by the Parties and listed in the order that they are drawn.
    - (iv) This procedure will be applied only on the first occasion of the tie coming into existence.
- 22.03 (a) Within ten (10) school days of the posting of the seniority lists in the schools, each teacher shall report, in writing, any discrepancies, omissions or errors to the Board's Human Resources Department together with supporting documents, i.e. Pension statement or any other pertinent documents.
- (b) Within twenty (20) school days of the date of posting of the seniority lists in the school, the Board's Human Resources Department shall reply, in writing, to any discrepancies, omissions or errors brought to its attention under Clause 22.03(a).
- (c) Any teacher who brought discrepancies, omissions or errors to the attention of the Board's Human Resources Department under the provisions of Clause 22.03(a) who is not satisfied with the response received under Clause 22.03(b) or who received no response may seek further redress within the provisions of the grievance procedure (Article 18) of this Agreement (for this purpose the twenty first school day following posting of the seniority lists shall be deemed to be the day on which the teacher became aware of the circumstances giving rise to the complaint). Failure to pursue any discrepancy, omission or error within the time limits of Clause 22.03(a) and Article 18 shall be deemed as acceptance of the correctness of the seniority lists.

## ARTICLE 23 – ACTING PRINCIPALS AND VICE PRINCIPALS

- 23.01 The Parties agree that a teacher may be appointed to the position of Acting Principal or Acting Vice Principal for a period not to exceed one (1) year.
- 23.02 A teacher in the position of Acting Principal or Acting Vice Principal shall not participate in Teacher Performance Appraisals or impose discipline on teachers.
- 23.03 For the purpose of determining seniority, service in an Acting Principal or Vice Principal position shall be considered as continuous service within the bargaining unit.
- 23.04 The teacher shall not be permitted to more than one (1) such appointment during his/her career with the Board.
- 23.05 Unless otherwise mutually agreed, at the end of the term of appointment, the teacher shall, subject to surplus and redundancy procedures, return to his/her original position within the Family of Schools, unless otherwise mutually agreed.

## ARTICLE 24 – SURPLUS AND REDUNDANCY PROCEDURES COMMITTEE

### 24.01 Retirement Notice Prior to Staffing

A teacher, who intends to retire effective June 30th to August 31st, shall notify the Board in writing, no later than

March 1st. In extenuating circumstances acceptable to the Board, the Board may waive the notice period.

- 24.02 A Surplus and Redundancy Procedures Committee (S.R.P.C.) shall be established prior to January 1st of each school year. The Surplus and Redundancy Procedures Committee shall be composed of:
- (a) two (2) Board representatives;
  - (b) two (2) Union representatives;
  - (c) one (1) administrator appointed by the Board who shall be non-voting, consultative to the Committee, and who shall carry out such duties as may be assigned by the Committee.
- 24.03 The Committee shall have access, through the administrator on the Committee, to all information pertinent to its consideration of redundancy or a surplus teacher situation, including but not limited to the following:
- (a) current enrolment and forecasts of enrolment for the next and following school years;
  - (b) demographic studies of the community or communities as they may be available;
  - (c) forecasts of potential areas of redundancy and surplus situations by school;
  - (d) records of past redundancies, surplus situations, transfers, and new hirings;
  - (e) forecasts and all current information concerning staffing, including:
    - (i) teachers who have submitted notifications of retirement as per Clause 24.01;
    - (ii) teachers who have submitted notification of return from leave as per Clause 9.08(a);
    - (iii) teachers who are eligible to reclaim their full-time entitlement as per Clause 25.14;
    - (iv) leaves approved by the Board as per Clause 9.08(a);
    - (v) teachers requesting an increased assignment as per Clause 10.05;
    - (vi) teacher requested transfers as per Clause 10.01;
  - (f) revisions of seniority list.

#### ARTICLE 25 – SURPLUS AND REDUNDANCY PROCEDURES

##### 25.01 Definitions

- (a) “Surplus to the School” shall mean a teacher for whom no position equivalent to his/her entitlement will be available within the school in which that teacher is presently teaching.
- (b) “Surplus within the Family” shall mean a teacher for whom no position equivalent to his/her entitlement will be available within the Family of Schools in which that teacher is presently teaching.
- (c) “Redundant Teacher” shall mean a teacher for whom no position is available within the elementary panel, as of August 31st.
- (d) “Recall List” shall mean a list maintained by the Superintendent of Human Resources or designate, containing, in order of seniority, the names of Redundant Teachers. A copy of the list and updates shall be provided to the Local President.

25.02 By the second Tuesday in April of each year, the Superintendent of Schools in consultation with the Principals shall:

- (a) determine the organization of each school, allocate the number of teachers for the following year and assign teachers to positions in the school. Such organization shall give consideration to changes resulting from:
  - (i) teachers who have submitted notification of retirement as per Clause 24.01;
  - (ii) teachers who have submitted notification of return from leave as per Clause 9.08(a);
  - (iii) teachers who are eligible to reclaim their full-time entitlement as per Clause 25.14;
  - (iv) leaves approved by the Board as per Clause 9.08(a);
  - (v) teachers requesting an increased assignment as per Clause 10.05;
  - (vi) teacher requested transfers as per Clause 10.01;
- (b) subject to qualifications, seniority and each teachers’ entitlement within a school, determine teachers surplus to the needs of each school;
- (c) subject to qualifications and seniority, assign the surplus teachers to positions [vacancies or positions held by teacher(s) with less seniority] in other schools within the Family so that the teacher(s) with the least seniority is/are surplus to the Family of Schools. When it is necessary to assign a teacher to more than one (1) location in order to determine that the least senior teacher is surplus in the Family of Schools, the assignment will require the agreement of the teacher;
- (d) advise each teacher who is not assigned to a position for the following school year that he/she is surplus to the needs of the Family. Prior to the third Tuesday in April, advise each teacher who has been assigned to a different school within the Family of his/her new assignment;
- (e) provide to the Superintendent of Human Resources:
  - (i) a list of teachers surplus to the needs of each Family of Schools;
  - (ii) a list of vacant positions in each school specifying division (including JK and SK) and qualifications;
  - (iii) a list of teachers who have been assigned to a different school within the Family;



- (f) provide a copy of the Report in (e) to each member of the Surplus and Redundancy Procedures Committee and the President of the Local.

- 25.03 By the third Tuesday in April of each year, the Superintendent of Human Resources or designate shall provide to each teacher determined to be surplus to the needs of his/her Family:
- (a) a list of all vacant positions specifying division (including JK and SK) and qualifications;
  - (b) a list of teachers and positions held who have less seniority than the surplus teacher;
  - (c) notify each teacher on the seniority list with equal or less entitlement who is below the surplus teacher with the greatest seniority that there are teachers surplus who have greater seniority and entitlement and consequently he/she is subject to being displaced.
- 25.04 A teacher who is surplus to the needs of a Family and a teacher who is subject to being displaced may:
- (a) subject to Article 25.13 apply for vacant positions from the list in 25.03(a) that does not exceed his/her entitlement; and/or,
  - (b) subject to Articles 22.01(b)(ii) and 25.13 apply for positions from the list in 25.03(b) that does not exceed his/her entitlement.
- 25.05 Before the fourth Tuesday in April of each year, there shall be an information meeting for teachers referred to in Article 25.04, in order to communicate the process to be followed. The Board and Union shall determine the format of the meeting.
- 25.06 By the fourth Tuesday in April of each year, each teacher who is surplus and each teacher who is subject to being replaced shall submit to the Superintendent of Human Resources or designate, a list in order of priority of position(s) that are being applied for in accordance with Article 25.04. The teacher shall list a number of choices equal to the number of the teacher's rank on the surplus teacher list.
- 25.07 The Superintendent of Human Resources or designate shall convene a meeting of the Surplus and Redundancy Procedures Committee as soon as possible after receiving the applications in 25.06 to place teachers in order of seniority in the positions for which they have applied.
- When as a result of a placement by the Surplus and Redundancy Procedures Committee a teacher is surplus to the needs of a school, the Principal in consultation with the Superintendent shall reorganize the school so that, subject to qualifications, the teacher with the least seniority is surplus.
- 25.08 Teachers who are surplus as a result of placements by the Surplus and Redundancy Procedures Committee will be placed on the surplus teacher list and the process in Article 25.03 to 25.08 will be repeated with appropriate adjustments to the dates until all teachers have been placed or there are no positions available, or remaining positions cannot be filled by surplus teachers. Positions which remain vacant shall be posted concurrently internally and externally for five (5) school days.
- 25.09 Within two (2) school days of the completion of 25.08, each teacher who submitted a list in accordance with Article 25.06 shall be notified in writing of his/her placement as determined by the Surplus and Redundancy Procedures Committee.
- 25.10 Upon completion of Article 25.08, teachers who are surplus to the system shall be released by the Board from their employment effective August 31st, and be given a letter stating that the sole reason for their release from employment is redundancy.
- 25.11 A teacher who is redundant may use Special Leave with pay for job interviews and may extend his/her benefit coverage for a three (3) month period at the expense of the teacher.
- 25.12 Pull Backs  
Up to and including August 15th, a surplus teacher who has been placed in a position in another school under Article 25 shall be automatically pulled back to his/her original school, subject to seniority, if a vacancy occurs that does not exceed his/her entitlement and for which he/she is qualified. A teacher may waive his/her right to pull back by notifying the Superintendent of Human Resources in writing (with a copy to the Local President), no later than the fourth Tuesday of April, of his/her desire to remain in the school in which he/she has been placed.
- 25.13 (a) A teacher applying for a position must be qualified or undertake to become qualified prior to commencement of the position in accordance with regulations made under the Education Act.  
(b) A teacher who has undertaken to become qualified for a position must provide written notification to the

Superintendent of Human Resources, with a copy to the Local President, confirming his/her enrolment in the required course, no later than June 30th.

- (c) A teacher who fails to complete the required course must provide written notification to the Superintendent of Human Resources, with a copy to the Local President, no later than August 15th. The position previously assigned to the teacher will become a vacancy, and the teacher shall be declared redundant in accordance with Article 25.10, and shall be placed on the Recall List.

- 25.14 A teacher whose assignment, as a result of being surplus, does not equal his/her entitlement, shall, subject to the Surplus and Redundancy procedures, be eligible to claim his/her full entitlement. Surplus teachers who wish to maintain a reduced assignment for the upcoming school year shall indicate this in writing to the Superintendent of Human Resources, with copies to the School Principal and Local President, by March 1st.
- 25.15
- (a) Upon completion of Article 25.08, and up to July 23rd, new vacancies shall be posted electronically through the Board website, Board email account, or another medium agreed to by the Board and Union.
  - (b) It is the responsibility of Redundant Teachers to ensure that they review newly posted electronic staffing notices on a regular basis.
  - (c) Subject to Article 25.12, new vacancies occurring between the completion of Article 25.08 and May 23rd shall be posted for viewing by noon on May 23rd (or on the next business day should May 23rd fall on a weekend or holiday). By midnight of the same day, Redundant Teachers shall communicate electronically to the Superintendent of Human Resources or designate, listing in priority sequence their preferences for all vacancies for which they are qualified, which do not exceed their entitlement, and which they are prepared to accept as a teaching assignment.
  - (d) On the next business day, the Surplus and Redundancy Procedures Committee shall review the preferences submitted as per 25.15(c) and shall place Redundant Teachers into vacant positions, based on seniority, qualifications, and entitlement. All teachers who submitted preferences in accordance with 25.15(c) shall be notified electronically regarding the results of the placements. Positions which remain vacant at the end of this process shall be posted concurrently internally and externally for five (5) school days.
  - (e) Following 25.15(d) and subject to Article 25.12, new vacancies occurring up to June 23rd shall be posted for viewing by noon on June 23rd (or on the next business day should June 23rd fall on a weekend or holiday). By midnight of the same day, Redundant Teachers shall communicate electronically to the Superintendent of Human Resources or designate, listing in priority sequence their preferences for all vacancies for which they are qualified, which do not exceed their entitlement, and which they are prepared to accept as a teaching assignment.
  - (f) On the next business day, the Superintendent of Human Resources or designate shall review the preferences submitted as per 25.15(e) and shall place Redundant Teachers into vacant positions, based on seniority, qualifications, and entitlement. All members of the Surplus and Redundancy Procedures Committee shall be notified of placements as they occur. All teachers who submitted preferences in accordance with 25.15(e) shall be notified electronically regarding the results of the placements. Positions which remain vacant at the end of this process shall be posted concurrently internally and externally for five (5) calendar days.
  - (g) Following 25.15(f) and subject to Article 25.12, new vacancies occurring up to July 23rd shall be posted for viewing by noon on July 23rd (or on the next business day should July 23rd fall on a weekend or holiday). By midnight of the same day, Redundant Teachers shall communicate electronically to the Superintendent of Human Resources or designate, listing in priority sequence their preferences for all vacancies for which they are qualified, which do not exceed their entitlement, and which they are prepared to accept as a teaching assignment.
  - (h) On the next business day, the Superintendent of Human Resources or designate shall review the preferences submitted as per 25.15(g) and shall place Redundant Teachers into vacant positions, based on seniority, qualifications, and entitlement. All members of the Surplus and Redundancy Procedures Committee shall be notified of placements as they occur. All teachers who submitted preferences in accordance with 25.15(g) shall be notified electronically regarding the results of the placements. Positions which remain vacant at the end of this process shall be posted concurrently internally and externally for five (5) calendar days.
  - (i) Notwithstanding Article 25.15(a) through (h), upon completion of Article 25.08 and up to July 23rd, the Board may fill vacant positions requiring additional qualifications, by mutual agreement with the Local, after posting such positions in accordance with Article 11.
- 25.16 Following 25.15(h) and subject to Article 25.12, new vacancies occurring up to August 31st shall be posted concurrently internally and externally for five (5) calendar days. Redundant Teachers who apply for these positions, and who indicate in their applications that they have Recall Rights, shall be placed based on seniority, qualifications, and entitlement. Postings for such positions shall highlight that teachers with Recall Rights must indicate this in their applications, and that teachers with Recall Rights will be placed subject to seniority,

qualifications, and entitlement. All members of the Surplus and Redundancy Procedures Committee shall be notified of placements as they occur.

- 25.17 With the approval of the Superintendent, a teacher may agree to a part-time assignment on the understanding that he/she will retain his/her entitlement for the following school year. The agreement may be renewed on an annual basis
- 25.18 The Parties agree that the staffing process for the consolidation of elementary schools as implemented during the 2004-2005 school year shall be attached to the Collective Agreement as Appendix C and shall continue in force subject to amendment from time to time as mutually agreed between the Parties.

#### ARTICLE 26 – JOB SHARING, RECALL, AND SEVERANCE PAY

##### 26.01 Job Sharing

The Board supports the concept of job sharing as a means for dealing with redundancy under the following conditions:

- (a) the teacher who volunteers to share a job will receive a letter from the Board indicating that this is a one (1) year appointment and that the teacher will receive a full-time position for the next year;
- (b) job sharing shall normally be available only to permanent teachers. The Board, at its sole discretion, may allow a probationary teacher to participate.

##### 26.02 Right to Recall

Teachers who have been declared redundant have rights to re-employment for three (3) school years following the school year in which they are declared redundant, and shall retain the following rights:

- (i) the right to be recalled on the basis of seniority and to be assigned to a position for which the teacher is qualified or can become qualified before the teacher is required to assume the position;
- (ii) the right to retain their position on the seniority list as if there had been no interruption in service;
- (iii) the right to retain the sick leave credits held at the time they were declared redundant.

##### 26.03 Severance Pay

- (a) Any teacher covered by this Agreement who has at least four (4) years of continuous service with the Board who has employment terminated because of redundancy shall receive a severance allowance amounting to 2% of the highest salary earned in a school year in the employ of the Board for each year of service with the Board to a maximum of 20% of said highest salary earned within fourteen (14) calendar days of the termination of employment provided:
  - (i) that the teacher has applied for each position of which the teacher was notified in accordance with Clause 25.04 and for which the teacher is qualified, within the time limits as specified in Clause 25.06;
  - (ii) that the surplus teacher has not been offered a position by August 15th.
- (b) Acceptance of a severance allowance removes the teacher from the provisions of Clauses 26.02 and 26.03.

#### ARTICLE 27 – EXCHANGE PROGRAMS, SECONDMENTS, AND OVERSEAS TEACHING ASSIGNMENTS

27.01 The Board supports the following types of exchange programs, secondments, and overseas teaching assignments:

- (a) In-County exchanges;
- (b) In-province exchanges;
- (c) Ministry of Education Exchange Program;
- (d) Faculty of Education;
- (e) C.U.S.O. assignments and Department of National Defence assignments;
- (f) Secondments.

##### 27.02 In-County Exchanges

Teachers may arrange exchanges between two (2) positions in the County provided the Superintendents concerned support this exchange. For purposes of the seniority list and redundancy procedures, the teachers concerned will still be considered as part of the original Family of schools.

##### 27.03 In-Province Exchanges

Teachers may arrange exchanges between schools in the province provided that the Superintendent supports this exchange. The teachers making the exchanges shall continue to be paid by their original employing Boards (responsibility allowances will be paid only if the teachers also exchange similar responsibilities).

- 27.04 For in-county and in-province exchanges application must be made to the Board not later than March 15th for exchanges which will take effect the following September 1st. An exchange shall normally be for one (1) year.
- 27.05 Ministry of Education/Other Exchange Programs
- (a) Interested teachers must apply to the Board not later than the November 1st prior to the school year in which the exchange will take effect. The Board shall reply to the application not later than December 1st of the same year.
  - (b) For the exchange to take effect, the Board must have been advised of the completion of all necessary arrangements for the exchange not later than four (4) months prior to the date on which the exchange commences.
  - (c) The applicant teacher must fulfill all the conditions set down by the Ministry of Education in its annual exchange teaching memorandum.
  - (d) The salary which the Board will pay its own employee teacher while on exchange will be the salary the teacher would have received had the teacher not been on exchange (responsibility allowances will be paid only if the teachers also exchange similar responsibilities) and the Board will make the normal deductions as follows:
    - (i) Pension
      - Income Tax
      - Life Insurance (basic and supplementary) - (if applicable)
      - Long Term Disability - (if applicable)
    - (ii) Supplementary Medical [for a period of four (4) months]
- 27.06 C.U.S.O. and Department of National Defence Assignments
- The Renfrew County District School Board approves, in principle, lending its teachers to developing nations or the Department of National Defence on the following conditions:
- (a) interested teachers must apply to the Board not later than December 1<sup>st</sup> for leave which takes effect the following September;
  - (b) the teacher will be paid by C.U.S.O. or the Department of National Defence during this assignment.
- 27.07 Secondments
- The secondment of a teacher to an organization external to the Board requires the approval of the teacher, the Board, and the outside organization. While on an approved secondment, the teacher shall continue to be an employee of the Board.
- 27.08 There may not be more than 4% of the elementary staff on assignment as outlined in Clauses 27.03, 27.05, 27.06 and 27.08.
- 27.09 The Board must approve any specific exchange or overseas teaching assignment before it is granted.
- 27.10 Prior to approving any of the exchanges, secondments or teaching assignments outlined in Clause 27.01, the Board will examine the seniority lists and the probable redundancy situation to ensure that no candidate for these positions would be declared redundant during the period of exchange, secondment or overseas teaching or in the year immediately following such exchange, secondment or overseas teaching assignments. Notwithstanding the above, teachers on exchanges, secondments or overseas teaching assignments are subject to redundancy procedures during the exchange, secondment or overseas teaching assignment and in the following years.
- 27.11 Teachers involved in exchanges, secondments or on overseas teaching assignments as outlined in Clause 27.01 will continue to accrue seniority.

## ARTICLE 28 – X OVER Y PLAN

### 28.01 Purpose

Under this plan a participating teacher agrees to work for a period of time at less pay than that teacher would have received based upon category placement, years of experience and any applicable allowances. In return the Board agrees to grant the participating teacher a leave with pay.

### 28.02 Eligibility

Any permanent teacher with the Board is eligible to participate in this plan.

28.03 Applications

- (a) A teacher wishing to participate in this plan must submit a written application to the Superintendent on the administering committee not later than the January 7th preceding the school year in which the teacher wishes to enter the plan.
- (b) The application must describe the individual scheme as to number of years of participation, the amount by which the regular pay will be reduced for each non-leave year of the plan and the year in which the leave is to be taken.
- (c) Each teacher submitting an application to participate in this plan shall be sent by March 1st written confirmation of acceptance of the individual scheme or a written explanation of the reasons for the rejection of the individual scheme.

28.04 Conditions for Acceptance

- (a) No individual scheme will be recommended for acceptance if as a result more than 4% of the teaching staff projected for the year in which the leave would be granted would as a result be on leave under this plan.
- (b) No individual scheme will be recommended for acceptance if the participating teacher will have less than three (3) years full-time experience (or equivalent part-time experience) with the Board when the leave will be granted.
- (c) No individual scheme will be recommended for acceptance if the amount by which the regular pay will be reduced for the non-leave portion of the individual scheme following the termination date of the leave is not expressed as the amount to repay funds advanced, interest on said funds and permitted charges in relatively uniform instalments.
- (d) No individual scheme will be recommended for acceptance if the administering committee is of the opinion that the teacher is likely to be redundant before completion of the individual scheme.
- (e) No individual scheme will be recommended for acceptance if the individual scheme does not commence on September 1st of one (1) year and terminate on August 31st of a subsequent year. Normally, an individual scheme shall be between two (2) and five (5) years in duration.
- (f) No individual scheme will be recommended for acceptance if the applicant has not yet fulfilled the conditions for some previously granted form of leave (e.g. Sabbatical).

28.05 Contract

- (a) Each participating teacher shall execute a contract with the Board wherein are set out the terms and conditions of participation in the plan.
- (b) The contract must be executed by March 15th or the teacher shall be deemed to have withdrawn the application to participate in the plan.
- (c) This contract shall be enforceable between the teacher and the Board as though it were a part of this Collective Agreement.
- (d) The contract may be amended from time to time by mutual agreement provided the amendments affect neither the length nor the starting date of the leave, they are made prior to the June 30th of the school year in which the amendment will have effect, and the leave has not yet been taken.
- (e) The contract may be amended from time to time by mutual agreement with respect either to the length or the starting date of the leave provided the amendments are approved by the administering committee and the Board.
- (f) The administering committee will receive a copy of the contract and any amendments which may be subsequently made.

28.06 Leave

- (a) Leaves granted under this plan shall normally commence on September 1st of one year and end on August 31st of the following year.
- (b) A leave under this plan shall be granted, subject to the Board being able to hire a suitable replacement, for the period set out in the individual scheme.
- (c) During a leave granted under this plan, fringe benefits, subject to the requirements and provisions of the insuring companies, will be maintained by the Board with the premiums being fully paid by the teacher.
- (d) Sick leave credits may be neither accumulated nor utilized during a leave granted under this plan.

28.07 Return from Leave

- (a) Subject to the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to the school taught in immediately prior to the leave.
- (b) Subject to declining or changing enrolment patterns and the provisions of the redundancy procedure a participating teacher, upon return from a leave granted under this plan, shall be returned to any position of responsibility held immediately prior to the leave.
- (c) Upon return from a leave granted under this plan a participating teacher shall be eligible for any increase in salary other than increment and benefits that would have been received had the leave not been taken.

28.08 Payment

- (a) During non-leave portions of the individual scheme, the participating teacher shall be paid normal grid salary and allowances less the amount set out in the individual scheme by which the participating teacher's normal grid salary and allowances are to be reduced.
- (b) During the non-leave portions of the individual scheme which precede the commencement of the leave, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e. the amount set out by the participating teacher) shall be placed in trust with a chartered bank, trust company, credit union or such other recognized financial institution selected by the administering committee and interest earned thereby shall accrue to the benefit of the trust.
- (c)
  - (i) During the non-leave portions of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances are reduced (i.e. the amount set out by the participating teacher) shall be paid to the account of the administering committee and used to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest.
  - (ii) The amount by which the participating teacher's normal grid salary and allowances are reduced for any one (1) school year shall be based on a reasonable estimate of the amount required to pay back the amount remaining at the beginning of that school year of the principal amount advanced to the Board in payment for the leave period and any accrued interest, taking into account both current and projected interest rates.
  - (iii) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the principal amount advanced to the Board in payment for the leave period and any accrued interest has not been fully paid, the participating teacher shall be responsible for payment of the balance outstanding forthwith.
  - (iv) If at the end of the non-leave portion of the individual scheme which follows the termination of the leave, the amount by which the participating teacher's normal grid salary and allowances proves to be more than that required to pay back the principal amount advanced to the Board in payment for the leave period and any accrued interest, the over deduction shall be returned to the participating teacher forthwith.
- (d) During the leave portion of the individual scheme, the participating teacher shall be paid an amount which consists of the sum, if any, accumulated in the trust including accrued interest thereon plus such additional amount as may be borrowed and repaid by the amount by which the participating teacher's normal grid salary and allowances are reduced during the non-leave portions of the individual scheme which follow the termination of the leave. Interest accumulated in the trust will be paid to the participating teacher in accordance with Revenue Canada regulations.
- (e) During participation in the plan, the participating teacher shall be paid on those dates and in the amounts established by Article 17.
- (f) Provided the Board offers "Direct Deposit" under Clause 17.01(b), during the leave portion of the individual scheme, the participating teacher's cheque will continue to be deposited. If for any reason the Board ceases direct deposit under Clause 17.01(b), the participating teacher's cheque will be deposited by mail to the same bank to which direct deposit was previously being made.

28.09 Withdrawal, Redundancy and Death

- (a) A participating teacher may not withdraw from the plan on or after March 15th of the year in which the leave is to commence.
- (b) A participating teacher may withdraw from the plan at any time prior to March 15th of the year in which the leave is to commence by delivering written notice of withdrawal to the Superintendent on the administering committee.
- (c) A participating teacher who becomes redundant prior to the commencement of leave under this plan shall be deemed to have withdrawn from the plan.
- (d) A participating teacher who withdraws from the plan under the circumstances of (b) or (c) shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of withdrawal.
- (e) The estate of a participating teacher who dies before the commencement of leave under this plan shall receive the sum accumulated in the trust including any interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the administering committee.
- (f) A participating teacher who becomes redundant after the commencement of leave under this plan shall receive any amount remaining in the trust including accrued interest. The participating teacher remains obligated to repay any amounts received in excess of the sum accumulated in the trust including any interest thereon.
- (g) The estate of a participating teacher who dies after commencement of leave under this plan shall receive any amount remaining in the trust including interest accrued thereon within ninety (90) days of receipt of a copy of the death certificate by the Superintendent on the administering committee.

28.10 Deferral of Leave

- (a) If a suitable replacement for a participating teacher cannot be hired by the Board, the Board may defer the year of the leave. In such a case the Board shall give the participating teacher written notice at least three (3) months before the date on which the leave was to commence.
- (b) In such a case, the participating teacher may choose to withdraw from the plan or remain in the plan by giving the Superintendent on the administering committee written notice of intent within ten (10) days of notification of deferral of leave.
- (c) Where the teacher chooses to remain in the plan, an amendment to the contract must be entered into within fifteen (15) days of the decision to remain on the plan or the teacher shall be deemed to have withdrawn from the plan.
- (d) Where the teacher chooses to remain in the plan the money in trust shall continue to accrue interest.

28.11 Administering Committee

- (a) The plan shall be administered by a committee consisting of:
  - one (1) representative of E.T.F.O.;
  - one (1) representative of the Board;
  - one (1) Superintendent of Human Resources.
- (b) (i) The administering committee shall screen all applications and make recommendations to the Board on all applications received indicating that it either considers the individual scheme should be approved, not approved, or that it has no recommendation.
  - (ii) In screening the applications the administering committee shall consider the needs of the applicant's school, the numbers expected to be on leave under this plan in the year a leave is requested and, subject to Clause 28.04, any other factors it considers relevant.
  - (iii) The recommendations of the administering committee shall be made to the Board in such time for the Board to be able to deal with them at a regular meeting of the Board prior to March 1st.
- (c) (i) Throughout a teacher's participation in the plan, the control of the trust established by Clause 28.08(b) shall be vested solely in the administering committee on behalf of the participant.
  - (ii) The administering committee shall be responsible for the choice of chartered bank, trust company, credit union or other recognized financial institution to which the money held in trust shall be paid.
- (d) (i) The administering committee shall be responsible for arranging for the borrowing of funds where such is required by Clause 28.08(d).
  - (ii) Where the administering committee arranges for borrowed funds, it shall also arrange for insurance against the death or default of the participating teacher and the cost of this insurance shall be included in the cost of the borrowed funds.
  - (iii) Where the administering committee is unable to arrange for insurance against death or default, the participating teacher may make other appropriate arrangements for securing the borrowed funds by providing an irrevocable letter of credit sufficient to cover any amounts owing.
  - (iv) Where one (1) or more of the conditions outlined in Clauses 28.11(d)(ii) and (iii) cannot be met by March 1st, the administering committee shall be absolved from its obligations under Clause 28.11(d)(i). In this case, the contract between the teacher and the Board shall be deemed to have been amended so as to eliminate the portion of the individual scheme following the termination of the leave.
- (e) During the leave portion of an individual scheme, the administering committee shall arrange for payment to the Board, in advance of the Board making payment to the participating teacher, the amounts set out in Clause 28.08(d).
- (f) The administering committee shall carry out such steps as it considers necessary to ensure participating teachers are aware of their rights and privileges under the Teachers' Pension Act and the Income Tax Act.
- (g) The administering committee shall be responsible for carrying out all other functions assigned it by this Article.

ARTICLE 29 – HEALTH AND SAFETY

29.01 The Board recognizes its obligation to provide a safe and healthy environment for employees to carry out all duties and obligations under the Occupational Health and Safety Act and its regulations. Any alleged violation of the Act shall be dealt with pursuant to the enforcement mechanisms outlined in the Act.

ARTICLE 30 – HARASSMENT

30.01 It is the Board's obligation to ensure that every teacher is free from harassment in the working environment. This obligation encompasses harassment on the part of employees, volunteers or any other person on Board property or engaged in Board-sponsored activities or in any other work-related activities.

ARTICLE 31 – TEACHER PERFORMANCE APPRAISALS

- 31.01 The Board has and shall continue to consult with the Local in the development of the Policy and Procedures regarding Teacher Performance Appraisals. This consultation shall continue prior to making modifications to the Policy and Procedures.
- 31.02 No member of the bargaining unit shall make judgements about a teacher's performance for the purpose of the Teacher Performance Appraisal.
- 31.03 When a teacher receives a Performance Appraisal which is rated unsatisfactory the Board shall, with the written permission of the teacher, notify the Bargaining Unit President.
- 31.04 For a teacher who has received two consecutive Performance Appraisals with an over-all rating of unsatisfactory, a grievance may be filed in accordance with Article 18.
- 31.05 By October 30th of each school year, the Local President shall be provided with a list of teachers being appraised under the Teacher Performance Appraisal for that year. Updates shall be provided as they occur.

ARTICLE 32 – PEER COACHING AND MENTORING

- (a) 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.
- (b) In any mentoring arrangement undertaken pursuant to the requirements of the Education Act, should either a new teacher or an experienced teacher who is acting as a mentor to a new teacher decide that the mentoring relationship is not operating in a successful manner, a different mentor will be found for the new teacher. There shall be no reprisals for either party in the event of such a decision.

ARTICLE 33 – PRINCIPALS AND VICE PRINCIPALS

During the 2011-12 school year, if the Board:

- (a) reports more elementary Principal and Vice Principal FTEs devoted to administrative and instructional duties in its 2011-12 Estimates than the number of Principal and Vice Principal FTEs funded; and
- (b) projects underspending on its classroom teachers line in its 2011-12 Estimates;

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

- (c) the number of Principal and Vice Principal FTEs (administrative and instructional duties) deployed in 2011-12 Estimates above the number of Principal and Vice Principal FTEs funded; or
- (d) the dollar value of the projected underspending on the Board's classroom teachers line in their 2011-12 Estimates.
- (e) For the purposes of subsections (a) and (d), the number of Principal and Vice Principal FTEs funded will be defined as:
- (i) the number of Principals and Vice Principals funded through the School Foundation Grant; plus
- (ii) the number of Principals and Vice Principals reported by the Board as funded through shares of the Learning Opportunity Grant, the Special Education Grant, or the Declining Enrolment Adjustment, provided that these shares do not exceed the provincial average shares of these grants attributed to Principals and Vice Principals in 2010-11 Estimates, in which case the provincial average shares in 2010-11 Estimates shall be substituted.



Dated at Pembroke, Ontario this            day of    , 2009.

On behalf of the Renfrew County  
District School Board

On behalf of the Elementary Teachers'  
Federation of Ontario, Renfrew Local

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**APPENDIX A**

**TRAVEL ALLOWANCE**

1. All teachers on authorized Board business will be paid travel allowance in accordance with current Board Policy, which may be amended from time to time. Authorized Board business will be defined to include teachers attending meetings within the county at the request of senior administrative staff but excluding the following:
  - meetings held on official professional activity days,
  - meetings held during July and August for the purposes of Summer Institutes.
  
2. Employees travelling outside the County on Board sponsored business:
  - 42 cents per km if travelling by automobile;
  - economy rates if travelling by air;
  - coach fare if travelling by train.

The above represent Board policy as of the date of signing of the Collective Agreement. In all cases, Board policy at the time of travel shall apply.



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**APPENDIX C**

**STAFFING PROCESS FOR CONSOLIDATION**

1. Principals to update qualifications of teachers from OCT web site in preparation for staffing (see current school seniority list that includes current OCT qualifications).
2. Teachers are to ensure:
  - a. that OCT web-site reflects correct qualifications and
  - b. that documentation has been provided to the school Principal, indicating that additional qualification courses have been successfully completed prior to March of the school year before consolidation is to take place, or to document qualifications not listed on the OCT website.
3. Principals have collected and submitted enrolment estimates to area superintendents before March 11.
4. Principals will staff their schools with their current staffing complement as per the Collective Agreement (Article 25 – Surplus and Redundancy Procedures) based upon the revised school seniority list as if consolidation had not occurred. Staffing is to be emailed to the area superintendent by April 5.
5. Teachers in schools named for closure will submit their first, second and third choice of preferred position from the “receiving school(s)” that are receiving students from the “closed school” under the consolidation plan. (For example, if school A closes and the students are consolidated into School B and School C then the surplus teacher from School A is entitled to select to be staffed at school B or School C only and not any other school in the system. If the teacher would like an alternate assignment other than School B or School C, then the teacher must submit a transfer request in accordance with the transfer guidelines listed above.)
6. Teachers from closed schools that have only one choice of “receiving school” will still complete a “Choice of School(s)” form to indicate assignment preference(s) and provide any pertinent comments to the Principal and/or Area Superintendent for staffing.
7. The teacher selection will be made only on the prescribed “Choice of School(s)” staffing form which includes qualifications, entitlement, assignment preference(s) and other comments (See attached). These forms are to be submitted to area superintendents no later than 3 p.m. on April 5.
8. Area superintendents, in consultation with Principals, will refer to the “Choice of Schools” forms and assign teachers from “closed schools” into positions (vacancies or positions held by teachers(s) with less seniority) in “receiving schools” based upon seniority, qualifications and each teacher’s entitlement. (There is no guarantee that teachers will be placed in their first choice of locations and/or assignment.) Area superintendents will staff individual schools so that the least senior teacher (subject to qualifications) is displaced from the school and staff Family of Schools so that the least senior teacher (subject to qualifications) is declared surplus from the family. Superintendents will forward a copy of the “Choice of School(s)” form to the appropriate Principals to incorporate into any subsequent reorganization.
9. The annual staffing process would then proceed as normal from Clause 25.01 (The least senior teacher from the family will be declared surplus by the second Tuesday of April as in prior years.) After the staffing process is completed, the Principal has the right to reorganize the staff at his/her school.
10. Area Superintendents inform teachers from “closed schools” in writing, after April 12<sup>th</sup>, of the school to which they have been placed in accordance with normal Surplus and Lay-off procedures.
11. Teachers who have been displaced from a “closed school”, will have the opportunity to meet individually with the “receiving school” Principal to discuss their “best fit” at the newly assigned school. This meeting is to occur prior to June 29, and will include assignments as timetabled at the date of the meeting. Assignments are subject to change following this meeting.

Definitions:

“Closed School(s)” – the school(s) that has/have been approved by the Board for closure.

“Receiving School(s)” – the school(s) that has been approved by the Board to receive students from the school(s) named for closure.

“Choice of School(s)” Form – the form that is to be completed by the teacher displaced from a “closed school(s)” to indicate the teachers choice of receiving school(s) and preference of position(s) within the “receiving school(s)”. This form must be forwarded to the Area Superintendent before 3 p.m. on April 5<sup>th</sup>.

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INSTRUCTIONS FOR COMPLETING “CHOICE OF SCHOOLS” FORM

1. Please check your qualification from the OCT website.
2. In the event that your qualifications from the OCT website are not accurate, please list additional qualifications in the box entitled “Qualifications” and submit documentation confirming your qualifications.
3. Please indicate in the “Choices” box your first, second and third choices of preferred positions from the “receiving schools” that are receiving students from the closed school under the consolidation scenario. (For example, if school A closes and the students are consolidated into School B and School C then the surplus teacher from School A is entitled to select to be staffed at school B or School C only and not any other school in the system. If the teacher would like an alternate assignment other than School B or School C, then the teacher must submit a transfer request - see bullet #5.)
4. Note: Teachers from closed schools that have only one choice of “receiving school” will still complete a “Choice of School(s)” form to indicate assignment preference(s) and provide any comments to the Principal and/or Area Superintendent pertinent to staffing.
5. If you are requesting to be transferred to a school in the county other than the school(s) that are receiving students under consolidation then you must submit a transfer request in writing to your Area Superintendent with a copy to your Principal and Federation President. The deadline for submitting transfer requests has been extended this year until April 5. You should be aware that transfer requests will only be considered after the normal Surplus and Lay-off staffing process has been completed. You must still select your first and second choice from the “receiving schools” to be placed until your transfer request can be considered.
6. The “Comments” box may be used to provide further details to the Principal of the “receiving school” and the Area Superintendent that you feel are pertinent in placing you into an assignment. (For example, Qualified to teach French but have not taught French for 15 years.)
7. Please sign and print your name in the area provided and fax this form to your Area Superintendent before 3 p.m. on April 5<sup>th</sup>. You will be informed in writing, after April 12<sup>th</sup>, of the school in which you have been placed. You will also be contacted by the Principal of the receiving school where you have been placed to set up a transition meeting prior to June 29<sup>th</sup>.



"Choice of School(s)" Form

This form must be forwarded to Area Superintendent before 3 p.m. April 5<sup>th</sup>.

Please read instructions on the reverse carefully. Please also reference your Collective Agreement. Any questions regarding the process should be directed to your Area Superintendent and/or Federation President.

| Choices:      | Receiving School Name | Entitlement | Assignment Preferences |
|---------------|-----------------------|-------------|------------------------|
| First Choice  |                       |             |                        |
| Second Choice |                       |             |                        |
| Third Choice  |                       |             |                        |

Qualifications:

- I have confirmed that my qualifications on the OCT website are complete and accurate.
- I have successfully completed additional qualification courses that have not been listed on the OCT website and a documentation has been attached indicating the following AQ courses:

\_\_\_\_\_

Comments:

Name (Please Print): \_\_\_\_\_

Signature: \_\_\_\_\_