

Article 2.06.01

The parties have agreed to amend as follows:

Probationary Teacher means a Teacher who is on a Probationary Period as defined in this section.

Probationary Period means either:

- (a) a period of six months for a Teacher hired from the Occasional Teacher List who had received a satisfactory evaluation during a long-term occasional assignment; or
- (b) a period of one calendar year or such lesser period as may be determined by the Board for a Teacher who was not hired in accordance with paragraph (a).

Article 9.04

The parties have agreed to delete this provision in its entirety.

Article 13.01(a)

The parties have agreed to amend as follows:

13.01 Surplus:

- a) Teachers shall be declared surplus to their school in reverse order of seniority provided that the remaining Teachers are qualified to perform the remaining assignments. Teachers surplus to their school as of **January 31st** shall be notified no later than **December 1st** and teachers surplus to their school as of June 30th shall be notified no later than May 15th.

Article 14

The parties have agreed to amend as follows:

14.1 A teacher shall notify the Board by December **1st** of the teacher's intention to resign effective January 31st and by May 15th of the teacher's intention to resign effective the end of the school year.

14.2 It is understood that a teacher shall terminate his/her employment effective January 31st or the end of the school year except with the consent of the Board. The Board's consent will not be unreasonably withheld where the teacher's ability to retire to a pension would be adversely affected.

Article 15.10 new

15.10.01 Effective September 1, 2016 teachers who are newly hired by the Board to teach FSL or apply to and are successful in obtaining an FSL position as per Article 15, will commit to this assignment for a period of 3 years, subject to Articles 15.10.02 and 15.10.03.

15.10.02 As per Article 15.09, by April 30th of each year of the assignment, a teacher may request a transfer and the Board shall make every reasonable attempt to recruit a qualified FSL teacher. If the Board is successful in recruiting a qualified FSL teacher, then the teacher will be granted the transfer. If unsuccessful then the teacher shall remain in the FSL position for the subsequent year.

15.10.03 Notwithstanding Article 15.10.02, a teacher making a request for transfer after the first year and who holds less than a 1.0 FTE position shall not be denied a transfer if the transfer would increase the teachers FTE status, after 1 year.

15.10.04 The board will reimburse the registration fee for any teacher who provides proof of successful completion of the FSL Part 1 Additional Qualification Course.

Article 16

The parties have agreed to amend the title of this Article to read:

Administrative Special Assignment

Article 18.0

The parties agree to amend as follows:

18.01 No teacher shall be disciplined or discharged without just cause. Notwithstanding this provision, the parties agree that the discipline or discharge of a probationary teacher shall be subject to a lesser standard of just clause.

18.02 Teachers who may be subject to discipline or discharge will be notified of the incident which may give rise to the discipline or discharge within 5 working days of the incident coming to the attention of the Board.

18.03 If a teacher is given notice under Article 18.02, the Local Office will be informed.

18.04 The Board shall meet with the teacher as soon as is practical in the circumstances to provide the teacher with an opportunity to address the incident. The teacher shall be entitled to have union representation at any meeting with

the teacher in which discipline or discharge will be imposed in accordance with notice given under 18.02.

18.05 Any disciplinary record placed into the teachers personnel file shall be removed following 2 years of active employment during which no further discipline is received.

18.06 A teacher who believes that a document in his/her personnel file contains inaccuracy or errors may append to the document a notice setting out the teacher's corrections. Where the Board agrees with the teacher that a document is inaccurate, the error will be corrected and the inaccurate document will be removed from the file.

NEW Article Special assignment teachers

The Board will post in every school a notice of all Interim Positions and Special Assignments for at least 5 school days prior to the position being filled. Concurrently a copy will be sent to the ETFO President.

All teachers covered by the SGDSB and the ETFO Collective Agreement are eligible to apply.

The Board will interview the 5 most senior applicants who hold the specified qualifications.

If mutually agreeable to both the teacher and the Board, the position may be extended, except in the event in which a more senior teacher has been declared surplus. In such cases, the interim/special assignment position will terminate.

Interim Positions/Special Assignments shall not be considered vacancies for the purpose of recall.

Article NEW – Writing, Revising and Updating IEPs

The Board shall provide release to a teacher for the writing of the annual Individual Education Plans for formally identified students or any student as deemed necessary by the principal in consultation with the Special Education Resource Teacher. The length of the release time will be determined by the principal after consultation with Special Education Resource Teacher.

Article 20.02

Training required by the Occupational Health and Safety Act shall be provided at the Board's expense to members of the Joint Health and Safety Committee. A member of the bargaining unit shall participate in the Joint Health and Safety Committee. The Local President shall be notified of all required Health and Safety training for ETFO members.

Article 23.10

The parties agree to amend as follows:

23.10 (a) Each teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 400 kms round trip. Overnight accommodations and meal expenses will be provided by the Board for teachers who are required to travel in excess of 400 kms round trip for professional development.

(b) Between November 1st and March 31st, each teacher shall receive a minimum of 0.5 release from their instructional day to travel to professional development activities that require travel in excess of 300 kms round trip. Overnight accommodations and meal expenses will be provided by the Board for teachers who are required to travel in excess of 300 kms round trip for professional development.

Article 25.07 (e)

At the request of the Local President or Local Executive, the Director shall also grant the Local Vice President a leave of absence in the event that the Local President is on a long term leave of absence and as a result is unable to perform his/her duties. Such leaves shall be granted within **15 working** days of notification of such appointments, (or earlier if a suitable replacement is found) and so long as the leave is at no additional cost to the Board.

Article 23.08(a)

Each year, two (2) Professional Activity Days will be designated for the purpose of assessment and completion of report cards at the elementary level: one prior to the first reporting period and one prior to the second reporting period.

Article 23.08 (b)

23.08 (b) The due date for report cards to be submitted to administration will be no earlier than on week following the Professional Activity Days indicted in Article 23.08 (a).

Article 23.08 (c)

Teachers may make a request to their principal/vice-principal for permission to report to any elementary school on those PD days assigned for the writing of report cards. All such requests must be made 30 days prior to the PD days. Once approved by the principal/vice-principal, it is the teacher's responsibility to make all of the necessary arrangements to ensure that he/she is able to work from the alternate location. All costs incurred as a result of working from the alternate location will be borne by the teacher.

Article 25.07

Federation Business

Absence without loss of salary, sick leave credits, benefits, seniority or experience shall be granted according to the following:

- a) At the request of the Local Executive, the Principal shall grant a teacher a leave of absence to permit punctual attendance at ETFO workshops and meetings. Leave of absence granted under this section will not exceed in the aggregate, twenty five (25) days during the school year per school.
- b) At the request of the Local President, the Director shall grant the Local President a leave of absence for up to one school year.
- c) ETFO shall reimburse the Board for any replacement costs (supply teachers salary and benefits, CPP, EI, EHT, WSIB) incurred by the Board in granting the leaves described in Paragraph (a).
- (d) During the leave of absence as described in paragraph (b), the board shall continue to pay the Local President's salary and benefits, CPP, EI, EHT, WSIB as outlined in the Collective Agreement. ETFO shall reimburse the Board for the cost of the salary and benefits of the Local president during the leave described in paragraph (b) up to a maximum of Category A3 step 2.

Article 30

30.1 At the start of each school year the Principal/Vice Principal will request teachers interested in being placed on a Teacher in Charge list.

30.2 Teachers placed on the Teacher in Charge list from those who expressed interest under Article 30.1 will be requested to replace the Principal/Vice Principal in the absence of the Principal/Vice Principal.

30.3 Teachers on the Teacher in Charge list may only choose to decline a request to be Teacher in Charge based on a prior approved absence, unless extenuating circumstances arise.

30.4 If no teacher is available to cover the Principal/Vice Principal absence, from the teacher in charge list, the Principal/Vice Principal will make every reasonable attempt to cover the Principal/Vice Principal absence by utilizing personnel not covered by this agreement.

30.5 Whereby the Principal/Vice Principal is unsuccessful in arranging coverage through articles 30.2 & 30.4 the Principal/Vice Principal may select and appoint a teacher to be Teacher in Charge of the school. Where a school appoints teachers who are not on the teacher in charge list, outlined in article 30.2, in excess of 10 times per school per school year, a meeting shall be held between the Principal/Vice Principal, Superintendent of Education and the Local President to review the steps taken in 30.2 and 30.4 and to investigate the necessity of future appointments.

30.6 Teachers acting as Teacher in Charge will receive a \$175 stipend per day.

30.7 The Board will fully reimburse the registration fee for the Principal Qualification Program part 1 for any teacher who *is* on the Teacher in Charge list at the time of registration for the PQP Part 1 and who provides proof of successful completion of the course.

30.8 A teacher acting as Teacher in Charge of a school shall be released from classroom duties unless the teacher requests otherwise.

30.9 The Principal and/or Vice Principal shall ensure that his/her contact information including destination and telephone numbers are provided to the Teacher in Charge.

30.10 All schools must have a resource for the Teacher in Charge.

Article 34.01

Effective September 1, 2016 the Board shall pay a professional development allowance to the Union in the amount of \$2,000.00 per year by October 15, to be spent on professional development for its members. The Union shall submit a written report including the name of the program, the date on which the program occurred, each teacher participating in the program, and a general accounting of the funds annually on or before September 30 of the following school year. Any unexpended funds shall be carried forward to the next school year.

Letter of Understanding – Teacher in Charge

During the remaining term of the 2014-2017 Collective Agreement, the Board endeavors to minimize the number of appointments of teachers not on the Teacher In Charge list as outlined in article 30.2. Furthermore, the Board undertakes to gather data regarding Teacher in Charge including:

- The number of teachers who volunteered to put their names on the teacher in charge list in each school.
- The number of individuals who were placed by the Board on the Teacher in Charge List in each school.
- The names of any teachers who were not placed on the Teacher in Charge List by the Board and the reason for this decision.
- The number of times a teacher was placed into the position of Teacher in Charge under Article 30.2 at each school in each school year.
- The number of times personnel not covered under this Collective Agreement was placed into the position of Teacher in Charge under Article 30.4 at each school in each school year.
- The number of times a teacher was placed into the position of Teacher in Charge under Article 30.5 at each school in each school year.

The parties agree to review this data in respect of consideration of a maximum cap for the appointment of a Teacher in Charge under Article 30.5 in preparation for the next round of negotiations.