

**New Collective Agreement Language
ETFO Hastings-Prince Edward and the HPEDSB
2014-2017**

Article	Current Language (from 2008-12 CA)	New Language (including 2013 MOU and 2016 MOS)
1. Purpose		No changes
2. Scope and Recognition		No changes
3. Union Dues and Assessments		No changes
4. Rights and Responsibilities	<p>4.07.02 Prior to the imposition of any of the actions listed in 4.07.01, there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present. The Union representative shall be one of the Released Officers or a designate. Should the Board fail to hold such a meeting, any of the actions listed in 4.07.01 which the Board may have decided to impose shall be null and void.</p> <p>4.10.02 A Teacher shall provide written notice of the intention to resign in accordance with the Employment Standards Act. In order for positions to be available for pink sheets and mobility, teachers should provide written notice by April 30 of the intention to resign effective June 30 or August 31, except for Teachers who are resigning with the intention to retire, as per Article 4.10.03 below.</p> <p>4.11 <u>CRIMINAL RECORD CHECKS</u></p>	<p>4.07.02 Prior to the imposition of any of the actions listed in 4.07.01, there shall be a meeting held between the Teacher and a Board representative to discuss the matter. The Teacher shall have the right to have a representative of the Union present. The Union representative shall be one of the Released Officers or a designate. Should the Board fail to hold such a meeting, any of the actions listed in 4.07.01 which the Board may have decided to impose through the progressive discipline process outlined in board procedure shall be null and void.</p> <p>4.10.02 A Teacher shall provide written notice of the intention to resign in accordance with the Employment Standards Act. In order for positions to be available for posted vacancies and mobility, teachers should provide written notice by April 30 of the intention to resign effective June 30 or August 31, except for Teachers who are resigning with the intention to retire, as per Article 4.10.03 below.</p> <p>4.11 <u>CRIMINAL RECORD CHECKS</u></p>

	<p>4.11.01 Where the teacher consents to the criminal reference check being conducted through the Board's process (under the auspices of the Ontario Education Services Corporation (OESC)), the Board shall pay the cost associated with securing the criminal reference check.</p> <p>4.11.02 Where a teacher chooses to obtain a criminal reference check on their own, outside of the Board's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the employee.</p> <p>4.11.03 The Board shall ensure that all reference checks, offence declarations and related documentation which are obtained pursuant to Regulations 521/01 of the Education Act or any subsequent regulation or law are stored in a secure location and in a completely confidential manner. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under Article 4.11.04 below.</p> <p>4.11.04 The Board shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the teacher except for the purpose of considering a recommendation for disciplinary action against the teacher or as otherwise required by law.</p>	<p>4.11.01 Where the teacher consents to the criminal reference check being conducted through the Board's process (under the auspices of the Ontario Education Services Corporation (OESC)), the Board shall pay the cost associated with securing the criminal reference check and vulnerable sector screening.</p> <p>4.11.02 Where a teacher chooses to obtain a criminal reference check and vulnerable sector screening on their own, outside of the Board's process, any costs associated with obtaining the criminal reference check shall be the responsibility of the employee.</p> <p>4.11.03 The Board shall ensure that all reference checks and vulnerable sector screening, offence declarations and related documentation which are obtained pursuant to Regulations 521/01 of the Education Act or any subsequent regulation or law shall be treated in a highly confidential manner and kept in a secured file within the Human Resources Department. Access to such records and information shall be strictly limited to the Human Resources Administrator and the H.R. Department staff, although this does not preclude consultations with appropriate officials under Article 4.11.04 below.</p> <p>4.11.04 Where evidence is received that a current teacher has a criminal conviction, the information received will be treated with the highest degree of confidentiality. This record will be kept in an envelope, separate from the personnel file. The Director of Education or designate will conduct a "threshold test" as outlined in Hastings and Prince Edward District School Board's Procedure 406—Appendix A to determine additional steps required.</p>
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	<p>4.11.05 New teachers to the Board shall provide a criminal record check at their own expense as a condition of employment.</p>	<p>The Board shall not release any information about a teacher obtained pursuant to Regulation 521/01 of the Education Act or any subsequent regulation or law without the permission of the teacher except for the purpose of considering a recommendation for disciplinary action against the teacher or as otherwise required by law.</p> <p>4.11.05 New teachers to the Board must provide a satisfactory criminal record check and vulnerable sector screening which passes the Threshold Test in 4.11.04 at his or her own expense as a condition of employment prior to commencing employment with the Board.</p> <p>4.11.06 In accordance with Ontario Regulation 521/01—Collection of Personal Information, this information obtained through the first criminal record check and vulnerable sector screening will be kept current through the offence declaration process which occurs on an annual basis.</p>
<p>5. Vacancies</p>	<p>5.01 A “vacancy” under this Article is a teaching assignment that is unoccupied because:</p> <p>5.02.01.03 Internal qualified applicants, limit two postings for three days each. No moves will occur until all assignments have been filled.</p>	<p>5.01 A “vacancy” under this Article is a teaching assignment outside of the staffing process as described in 37.04 (<i>number subject to final editing</i>) that is unoccupied because:</p> <p>5.02.01.03 Internal qualified applicants, limit two postings for three days each. Moves will occur at a time agreed upon by the Joint Staffing Committee.</p>

	<p>5.02.02.04 Part-time Teachers seeking contract increase or consolidation in one school; all part-time teachers shall be notified and given three school days to respond. Part-time Teachers who receive an increase less than full time, shall be eligible to receive further increases during the school year provided all other part-time teachers who are qualified for the position have been considered (see Article 39.07).</p> <p>5.03.02 <u>Part Time Teachers</u> Part time Teachers who have indicated to the Human Resources Department their desire to increase their contractual entitlement, will be considered by the Joint Staffing Committee, prior to external advertising. (see 5.02.02.04 and also 37.12.11.09)</p>	<p>5.02.02.04 Part-time Teachers seeking contract increase or consolidation in one school; all part-time teachers shall be notified and given up to 24 hours to respond. Part-time Teachers who receive an increase less than full time, shall be eligible to receive further increases during the school year provided all other part-time Teachers with greater seniority who are qualified for the position have been considered (see Article 39.07). In the absence of agreed upon relevant information preventing placement, the part-time Teacher shall be placed in the position.</p> <p>5.03.02 <u>Part Time Teachers</u> Part time Teachers seeking an increase in their contractual entitlement will be considered by the Joint Staffing Committee, prior to external advertising. (see 5.02.02.04 and also 37.12.11.09, <i>numbering subject to final editing</i>)</p>
6. Transfers	<p>6.02 Mid-Year Transfers All Teachers who are transferred to a new school site or assigned a new/additional grade within the school, after the school year has started, whether or not the transfer to a new school site or assignment of a new/additional grade is by mutual consent, shall be entitled to be notified at least 5 (five) school days in advance of the transfer/assignment at least 2 (two) of which shall be preparation days without supervision or other duties for the purpose of preparing for the new assignment. Teachers receiving increases in contractual entitlement may be excluded from this benefit. Appeals concerning this decision may be made to the Joint Staffing Committee for consideration.</p>	<p>6.02 Mid-Year Transfers 6.02.01 All Teachers who are transferred to a new school site or assigned a new/additional grade within the school, after the school year has started, whether or not the transfer to a new school site or assignment of a new/additional grade is by mutual consent, shall be entitled to be notified at least 5 (five) school days in advance of the transfer/assignment at least 2 (two) of which shall be preparation days without supervision or other duties for the purpose of preparing for the new assignment.</p> <p>6.02.02 Teachers receiving increases in contractual entitlement will be considered for the preparation time benefit as described</p>

	<p>6.03 <u>Elementary Teachers Located in Secondary Schools</u> Elementary Teachers will be transferred along with the Elementary students who are relocated in a Secondary School. Elementary Teachers who are relocated in a Secondary School may exchange teaching responsibilities with Secondary Teachers.</p>	<p>in 6.02.01 by school administration in consultation with the School Group superintendent on an individual basis. The Union will be advised of decisions. Concerns regarding decisions may be appealed to the Joint Staffing Committee for consideration prior to the finalization of moves as outlined in 5.02.01.03.</p> <p>6.03 <u>Elementary Teachers Located in Secondary Schools</u> Elementary Teachers will be transferred along with the Elementary students who are relocated in a Secondary School.</p>
<p>7. Personnel and Medical Files</p>	<p>7.01.01 The Board agrees to abide by the provisions of the Freedom of Information Act and Protection of Privacy Act, and all statutes governing personal privacy in Ontario and all regulations thereunder. As used hereafter in this Article, it is understood that “documents”, “files”, “materials”, and “information”, include all materials, in any format, including electronic.</p> <p>7.03 <u>Access To Board Minutes by Union and Teachers</u> The Board shall provide to the Union copies of any public agendas, minutes and support documents at least two (2) days prior to all Board meetings and public Board committee meeting minutes. The Board shall permit a Teacher to inspect and make copies of minutes of all public meetings of the Board and public meetings of committees of the Board.</p>	<p>7.01.01 The Board agrees to abide by the provisions of the Municipal Freedom of Information Act and Protection of Privacy Act, and all statutes governing personal privacy in Ontario and all regulations thereunder. As used hereafter in this Article, it is understood that “documents”, “files”, “materials”, and “information”, include all materials, in any format, including electronic.</p> <p>7.03 <u>Access To Board Minutes by Union and Teachers</u> The Board shall post public agendas, minutes and support documents on the Board website at least two (2) days prior to all regularly scheduled Board meetings and public Board committee meeting minutes. The Board shall electronically notify the Union when public agendas, minutes, and support documents are posted, and shall provide a live electronic link in the notification.</p>

	<p>7.05 <u>Board, Policies, Practices and Guidelines</u> Copies of all Board policies, practices and guidelines are to be forwarded to the local ETFO president. When revisions are submitted to the Board or school administration for information or approval, a copy will be forwarded to the local ETFO.</p>	<p>7.05 <u>Board, Policies, Practices and Guidelines</u> Board policies and procedures shall be posted on the Board's website. The Board shall electronically notify the Union when new or revised policies and procedures are posted on the website and shall provide a live electronic link in the notification.</p>
8. Copies of the CA	<p>Each member of the bargaining unit shall be provided with a copy of this Collective Agreement, at Board Expense, within 30 (thirty) days of the signing of the agreement. Each applicant, when accepted for employment, shall be provided with a copy of this Collective Agreement at Board expense.</p>	<p>Each member of the bargaining unit shall be provided electronic access to the Collective Agreement within 30 days of the signing of the agreement. The Board shall provide to the Union 200 printed copies of the Collective Agreement for distribution within 30 days of the signing of the agreement.</p>
9. Salary and Allowances	<p>9.11.02.05 An Occasional Teacher employee shall be hired to replace a member of the Bargaining Unit who is acting to replace an absent Principal/Vice-Principal.</p>	<p>9.11.02.05 An Occasional Teacher shall be hired to replace a member of the Union who is acting to replace an absent Principal/Vice-Principal.</p> <p>9.11.02.06 At the beginning of the school year, a Teacher who assumes the role of Teacher In Charge shall receive training and resource materials in the duties and responsibilities of the role. This training shall be provided during the instructional day with release coverage.</p> <p>See attached salary grid and notes.</p>
10. Expenses		No changes

<p>11. Working Conditions</p>	<p>11.09 <u>N.I. Day</u> Following the establishment of the number of professional activity days by the Ministry of Education and the scheduling of those days by the Tri-Board Committee, plans for non-instructional days subject to the Ministry of Education requirements in respect to non-instructional days will be determined by the Union-Management Committee. Teachers will follow these non-instructional day plans unless a prior approval for an individual school plan is given by the committee.</p> <p>11.11.04 <u>Working Conditions</u> The Joint Staffing Committee shall convene for the purpose of reviewing JK/SK class sizes each fall and make written recommendations to the Senior Administrative Council regarding improvement to the educational environment. When a Teacher believes an assignment is unreasonable, the situation will be referred to the Principal and the School Staffing Committee for review and adjustment. If the Teacher is not satisfied with the results of this review and possible adjustment, the Teacher may report the situation to the appropriate Supervisory Officer and the designated Union representative for further consideration. The appropriate Supervisory Officer and the designated Union representative shall meet with the Principal to review any situation which is reported to them.</p> <p>11.13 <u>Teacher Absence</u> The Board shall provide an Occasional Teacher when a Teacher is absent. Teachers will not be required to cover other Teacher absences, except in exceptional circumstances, where an Occasional Teacher, either qualified or unqualified, is not currently available. In such circumstances missed prep time will be paid back in</p>	<p>11.09 P.A. Days Following the establishment of the number of professional activity days by the Ministry of Education and the scheduling of those days by the Tri-Board Committee, plans for professional activities subject to the Ministry of Education requirements in respect to professional activity days will be determined by the Union-Management Committee. Teachers will follow these professional activity day plans unless a prior approval for an individual school plan is given by the committee.</p> <p>11.11.04 <u>Working Conditions</u> When a Teacher believes an assignment is unreasonable, the situation will be referred to the Principal and the School Staffing Committee for review and adjustment. If the Teacher is not satisfied with the results of this review and possible adjustment, the Teacher may report the situation to the appropriate Supervisory Officer and the designated Union representative for further consideration. The appropriate Supervisory Officer and the designated Union representative shall meet with the Principal to review any situation which is reported to them.</p> <p>11.13 <u>Teacher Absence</u> 11.13.01 The Board shall provide an Occasional Teacher when a Teacher is absent for reasons authorized by the Collective Agreement or for the purposes of Board-approved professional development or training.</p> <p>11.13.02</p>
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accordance with Article 11.05.08. Teachers will not be required to assume the instructional and/or supervision duties caused by a staff member’s absence, except in exceptional circumstances as referenced above.

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

Every consideration shall be given to an Occasional Teacher being hired for a Teacher involved in a Board-approved extra-curricular activity during the instructional day.

11.13.03
Teachers will not be required to cover other Teachers absences, except in exceptional circumstances, where an Occasional Teacher, either qualified or unqualified, is not currently available. **In these circumstances, teachers will cover other teacher absences during their regularly scheduled preparation time and** missed prep time will be paid back in accordance with Article 11.05.08. Teachers will not be required to assume the instructional and/or supervision duties caused by a teacher’s absence, except in the exceptional circumstances as referenced above.

11.13.04
Notwithstanding 11.13.01, Teachers absent for inclement weather reasons (see Article 30.02.10) may not be replaced by an Occasional Teacher in all circumstances in schools where it is determined that student attendance on inclement weather days is minimal.

11.14.01
Regular staff meetings shall be scheduled by the Principal in consultation with the teaching staff upon consensus whenever possible. Regularly scheduled staff meetings shall be held no more than once per month on average. Each meeting shall be no more than 75 minutes in length. The dates of regular staff meetings shall be set within the first month of the school year and communicated to all teachers. **Regularly scheduled staff meetings should include a balanced approach to administrative/organizational issues and professional items.** Teachers are expected to attend regularly scheduled staff meetings. Teachers may submit

	<p>agenda items to the Principal for consideration.</p> <p>11.15 <u>School Support Persons</u></p> <p>11.15.01 <u>Educational Assistants</u> Educational Assistants who are assigned duties in classrooms are responsible to the Teachers of those students and to the principals of those schools.</p> <p>11.15.02 Members of ETFO are not required to evaluate any other Board employee.</p> <p>11.15.03 <u>School Support Person Job Descriptions</u> School Staffing Committees will be given copies of all School Support Person job descriptions, upon request.</p>	<p>teacher-generated items and issues of common concern to the staff to the Principal for the staff meeting agenda before the distribution of the agenda.</p> <p>11.15 <u>Responsibilities of ETFO Members with Respect to Instructional Support Staff</u></p> <p>11.15.01 <u>Educational Assistants</u> Teachers are responsible to assign instructional duties to Educational Assistants who are allocated to students in their classroom by the principal.</p> <p>11.15.02 Upon request, School Staffing Committees will be provided with information regarding the role of Instructional Support Staff if it is required to assist with timetable and supervision schedules.</p> <p>11.15.03 Members of ETFO are not required to evaluate any other Board employee.</p> <p>11.17 (Moved from 12.09) Peer Coaching and Mentoring Except as otherwise required in the Education Act or in regulation, no teacher shall be required to act as a peer coach or mentor to another teacher. No information obtained from a coach or mentor, as part of their coaching or mentoring, shall be used in the assessment or evaluation of any teacher.</p>
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12. Staffing Needs / Staffing Formula		No changes
13. Returning from Leaves of Absence and Support Staff Position(s)	<p>13.01 Support Staff include Teachers who are System Co-ordinators, System Special Education Resource Teachers, System Educational Technology Support other Teachers designated by the Joint Staffing Committee.</p> <p>13.01.02 A Memorandum of Understanding between the Teacher and the Joint Staffing Committee specifies the agreed conditions of the assignment and of the re-entry into a school staff. Changes to this Memorandum must be mutually agreed upon by the Teacher and Joint Staffing Committee.</p> <p>13.01.03 A Teacher who accepts a Support Staff position or ETFO approved Union Leave retains entitlement to return to the same school subject to the staffing processes and the Memorandum of Understanding between the Teacher and the Joint Staffing Committee.</p>	<p>13.01 Support Staff include Teachers who are Learning Support Co-ordinators, System Special Education Resource Teachers, System Educational Technology Support, and other Teachers designated by the Joint Staffing Committee.</p> <p>13.01.02 Human Resources Support Services shall issue a letter to each Teacher as described in 13.01 at the beginning of the term. The letter shall specify the position and the term of the assignment, and shall be copied to the Union. Changes must be mutually agreed upon by the Teacher and the Joint Staffing Committee.</p> <p>13.01.03 Teacher who accepts a Support Staff position or ETFO approved Union Leave retains entitlement to return to the same school subject to the Transfer and Surplus procedures. A</p> <p>13.01.07 A Teacher who accepts a Support Staff position of Learning Support System Coordinator, System Special Education Resource Teacher or System Educational Technology Support Teacher, at the Education Centre shall be given a term appointment of 5 years. These positions shall be advertised every 5 years. The term of Ministry funded positions will be extended on a year by year basis up to 5 years and are contingent upon funding.</p>
14. Joint Staffing Committee	14.02.02 The Human Resources Officer, Teaching Staff, acts as Recording Secretary.	14.02.02 The Human Resources Officer, Teaching Staff, shall coordinate the agenda and materials for each meeting of the JSC.

	<p>14.02.03 Minutes of each meeting of the JSC shall be delivered to each member of the Committee three days following the meeting of the JSC.</p> <p>14.02.04 Signed Memoranda of Mobility shall be kept on file.</p> <p>14.03.02 The Joint Staffing Committee shall be responsible for Mobility.</p>	<p>14.02.03 Both the Board and the Union shall keep notes of discussions and agreements at each JSC meeting. In the event of a dispute, both parties agree to exercise their rights under this Collective Agreement.</p> <p>14.02.04 A record of all Phase One and Phase Two (Part A and Part B) placements shall be compiled by the Human Resources Officer, Teaching Staff and distributed to all members of the Joint Staffing Committee (JSC).</p> <p>14.03.02 The Joint Staffing Committee membership may be expanded for the purposes of the Spring Elementary Staffing Process with the consent of both parties provided there is an equal number of board and Union representatives. The expanded Joint Staffing Committee shall be responsible for Phase One and Phase Two (Part A and Part B) of the Elementary Staffing Process.</p>
<p>15. Determining Staffing Procedures, Needs and Vacancies</p>	<p>15.01 Annually in October the Joint Staffing Committee reviews its staffing policies, processes and procedures. Recommendations from this review agreed to by ETFO Local and the Board shall become part of the operations of the Joint Staffing Committee for that year.</p> <p>15.02 The Joint Staffing Committee verifies Board information concerning staff levels, including Average Daily Enrolment (ADE), School and County Staffing totals, staffing calculations and other data that is relevant and authorizes release of school staffing information to Principals and School Staffing Committees. (See T&S Process, Article 37.04 and Article 12, Staffing)</p>	<p>15.01 Annually in October the Joint Staffing Committee reviews the Elementary Staffing process. Recommendations from this review agreed to by ETFO Local and the board shall become part of the operations of the Joint Staffing Committee.</p> <p>15.02 The Joint Staffing Committee verifies Board information concerning staff levels, including Average Daily Enrolment (ADE), School and District Staffing totals, staffing calculations and other data that is relevant and authorizes release of school staffing information to Principals and School Staffing Committees. (See T&S Process, Article 37.04 and Article 12, Staffing)</p>

	<p>15.05 <u>Job Sharing</u> Two teachers may agree to job share (two people, working part-time in one position), subject to the terms of the job share being acceptable to the Board, the teachers involved and the Union, in accordance with guiding principles developed by the Union-Management Committee. Applications for consideration of this arrangement must be submitted to the Human Resources Officer no later than the end of April.</p>	<p>15.05 Job Sharing Job Sharing is defined as the voluntary sharing of a full time teaching position by two teachers. Both full-time and part-time teachers are eligible to participate in a job sharing plan.</p> <p>15.05.01 Requests for a job sharing plan must have the agreement of both teachers and the Principal(s) involved. The proportion of the full time teaching assignment each teacher shall fulfill will be determined through consultation with the Principal(s) and the two participants.</p> <p>15.05.02 Requests shall be made in writing to the Human Resources Officer, Teaching Staff in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC. The job sharing plan shall be approved by the Joint Staffing Committee in the timelines established by the Joint Staffing and the two participants and Principal(s) shall be informed.</p> <p>15.05.03 An approved job sharing plan will be for one year, and is renewable thereafter for one school year at a time, with the consent of the two participating teachers and the Board. At the end of the plan, the two participants shall be reinstated to their previous position subject to Transfer and Surplus procedures. Teachers will be subject to provisions of Article 28 and Article 39, should a job sharing situation require them to take a partial leave.</p> <p>15.05.04 During the plan, the relevant provisions of the Collective Agreement shall be prorated. Seniority will continue to accrue for both teachers participating in the plan.</p>
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<p>16. Mobility</p>	<p>16.01.01 The Joint Staffing Committee will establish Elementary Staffing Process time lines prior to March 31.</p> <p>16.01.02 A Mobility Meeting will be held, attended by the members of the Joint Staffing Committee, to place teachers for the following reasons:</p> <ul style="list-style-type: none"> * increase of time * consolidation of time * teachers have been declared available for transfer from their school * teachers have been declared surplus to the system * teachers have requested voluntary mobility * teachers have requested an exchange * administrative transfers * staffing imbalances (Article 38) <p>16.02 <u>Voluntary Mobility</u></p> <p>Voluntary Mobility is a request for a transfer to another school, which is initiated by a Teacher.</p>	<p>16.01.01 The Joint Staffing Committee will establish Elementary Staffing Process time lines prior to November 30. These time lines shall extend into the following school year for September Enrollment Imbalances purposes, and may be modified by the mutual consent of the joint chairs of the Joint Staffing Committee.</p> <p>16.01.02 A Voluntary Mobility Meeting (Phase Two, Part B) will be held, attended by the members of the Joint Staffing Committee, to place teachers into vacancies identified through the staffing process for the subsequent school year, for the following reasons:</p> <ul style="list-style-type: none"> * increase of time * consolidation of time * teachers have been declared available for transfer from their school * teachers have been declared surplus to the system * teachers have requested voluntary mobility * teachers have requested an exchange * teachers have requested a job-sharing arrangement * administrative transfers * staffing imbalances (Article 38) <p>16.02 <u>Voluntary Mobility (Phase Two Part B)</u></p> <p>Voluntary Mobility is a request for a transfer to another school, which is initiated by a Teacher as part of Phase Two of the Elementary Staffing Process.</p>

	<p>16.02.01 A Teacher wishing to be considered for voluntary mobility shall apply in writing to the Human Resources officer, Teaching Staff (see HPEDSB Information Form, Article 37) in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC.</p> <p>16.02.02 The Teacher shall notify the school’s principal and Steward of their intent to apply for Mobility to allow the School Staffing Committee to plan for potential program needs in the event that the Teacher’s Mobility transfer is successful.</p> <p>16.02.02.01 Where assignments of Board Administrators are known, they shall be made public prior to the closing date for Mobility.</p> <p>16.02.03 The Human Resources Office, Teaching Staff will confirm receipt of the Teacher’s Mobility Application to the Teacher’s principal.</p> <p>16.02.04 By requesting a transfer, the Teacher’s name will be entered on the Voluntary Transfer List.</p> <p>16.02.05 A Teacher may withdraw or modify the request prior to the Mobility Meeting as per the elementary staffing process time lines.</p>	<p>16.02.01 A Teacher wishing to be considered for voluntary mobility shall apply electronically using the Elementary Staffing Information Form in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC.</p> <p>16.02.02 The Teacher shall copy the school’s principal and the Union at the time of the electronic application to allow the School Staffing Committee to plan for potential program needs in the event that a voluntary transfer is successful.</p> <p>16.02.02.01 Where assignments of Board Administrators are known, they shall be made public prior to the posting of any vacancies in the Elementary Staffing Process.</p> <p>16.02.03 The Teacher shall receive an electronic acknowledgement of the receipt of application(s) to Phase One and Phase Two of the Elementary Staffing Process.</p> <p>16.02.04 By requesting a transfer, the Teacher’s name will be considered by the Joint Staffing Committee during the Elementary Staffing Process.</p> <p>16.02.05 A Teacher may withdraw or modify their request prior to the day of the Phase to which the Teacher has applied indicating to both HR and the Union, the modifications or the Teacher’s withdrawal from the Elementary Staffing Process.</p>
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	<p>16.03 Teacher Exchange An exchange is a temporary trading of positions between Teachers at two different schools.</p> <p>16.03.02 Following the agreement of all Teachers and Principals involved, a formal request for approval shall be made in writing to the Human Resources Officer, Teaching Staff (see HPEDSB Form, Article 37) in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC.</p>	<p>16.03 Teacher Exchange An exchange is a temporary trading of positions between Teachers at two different schools. According to time lines established by the Joint Staffing Committee, teachers interested in an exchange shall notify the Union using an online Teacher Exchange Information Form. The Union shall compile a list of teachers interested in an exchange, and the list shall be forwarded to all school sites for posting. It is the responsibility of individual Teachers to arrange mutually agreed exchanges according to the process outlined in 16.03.01 to 16.03.06 below.</p> <p>16.03.02 Following the agreement of all Teachers and Principals involved, a formal request for approval shall be made in writing using the Elementary Teacher Exchange Request Form to the Joint Staffing Committee in the time lines established by the Joint Staffing Committee. Applications will be treated as confidential by the JSC.</p>
<p>17. School Staffing Committees</p>	<p>17.01 A school Staffing Committee shall be elected in every school. The Union members of the school shall elect 20% of its members to the School Staffing committee. The Union representatives on the committee shall be in place by October 1. The Principal, Vice-Principal, and the School Steward shall automatically be members of the School Staffing Committee and shall not be included in the 20% named above, except by mutual consent of the Teachers. The secretary of the School Staffing Committee shall be a Union member. If any Union representatives resign from the committee or are transferred to another school, the Union members of the school shall elect a replacement. The principal has the final responsibility for school organization subject to Senior Administration and the Board.</p>	<p>17.01 There shall be a School Staffing Committee in each school. The School Staffing Committee will advise the Principal in the staffing and organization of the school. The School Staffing Committee shall make every effort to reach consensus. The Principal has the final responsibility for school organization subject to Senior Administration.</p>

	<p>17.02 <u>The Responsibilities of the School Staffing Committee shall be as follows:</u></p> <p>17.02.01 To review the current school staffing allocation from the JSC and deployment in the school and to propose any such modification as may be required to create and maintain the best teaching and learning environment, to make the most effective use of all staff who are allocated to schools, and to comply with the terms of the Collective Agreement.</p>	<p>17.01.01 The School Staffing Committee shall be composed as follows: The Union members of the school shall elect 20% of its members to the School Staffing committee. The Union representatives on the committee shall be in place by October 1.</p> <p>The Principal, Vice-Principal, and the School Steward shall automatically be members of the School Staffing Committee and shall not be included in the 20% named above, except by mutual consent of the Teachers.</p> <p>The principal and the steward shall work together to create an agenda and to provide for the efficient running of each meeting of the School Staffing Committee.</p> <p>The secretary of the School Staffing Committee shall be a Union member other than the Steward.</p> <p>If any Union representatives resign from the committee or are transferred to another school, the Union members of the school shall elect a replacement.</p> <p>17.02 <u>The Responsibilities of the School Staffing Committee shall be to comply with the terms of the Collective Agreement and:</u></p> <p>17.02.01 To review and analyze the current school staffing allocation from the JSC based on projected enrollment, teacher allocation and deployment in the school and to propose to the principal any such modification as may be required to create and maintain the best teaching and learning environment, and to make the most effective use of all</p>
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	<p>17.02.02 To consider and respond to organizational proposals and/or suggestions submitted by staff members to the committee throughout the year. See new 17.02.09</p> <p>17.02.03 To analyze the staffing allocation from the Joint Staffing Committee based on projected enrollment and Teacher allocation formulas for presentation to the total staff prior to the Transfer and Surplus Process. See new 17.02.01</p> <p>17.02.04 To recommend to the Principal, if necessary, any modifications to be made to in-school timetabling at any time during the school year. See new 17.02.08</p> <p>17.02.05 To assist in the development and completion of a September school timetable based on the Joint Staffing Committee's (JSC) staff allocations and the school's programming needs and priorities as identified by the school's administration and teaching staff. See new 17.02.02</p>	<p>teachers who are allocated to schools, for presentation to the total teaching staff prior to Phase One of the Elementary Staffing Process. Should the School Staffing Committee require clarification they may contact the Union.</p> <p>17.02.02 Following the completion of the Elementary Staffing Process, the School Staffing Committee shall meet to assist in the development and completion of a September school timetable based on the Joint Staffing Committee's teaching staff allocations and the school's programming needs and priorities as identified by the school's administration and teaching staff.</p> <p>17.02.03 Following the completion of the Elementary Staffing process the School Staffing Committee shall assist in the development of a supervision schedule which is equitable for all Union members and meets the supervision guidelines as developed by the Joint Staffing Committee.</p> <p>17.02.04 To assist in the equitable distribution of instructional and preparation periods for teaching staff.</p> <p>17.02.05 To assist in developing measures which will help to alleviate the workload faced by new Teachers.</p>
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	<p>17.02.06 To assist in the development of a supervision schedule which is equitable, includes all teaching, school support staff, and administrative staff (unless specifically excluded by the School Staffing Committee) and meets the guidelines as developed by the Joint Staffing Committee.</p> <p>Where the Joint Staffing Committee supervision recommendations cannot be met by the School Staffing Committee, the School Staffing Committee will make recommendations to the Joint Staffing Committee concerning additional system support requirements. The Joint Staffing Committee will attempt to meet these supervision needs and report in writing to the School Staffing Committee. See new 17.02.03</p> <p>17.02.07 To assist in the equitable distribution of instructional and non-instructional periods. See new 17.02.04</p> <p>17.02.08 To assist in developing appropriate timetables for Teachers who are assigned to teach in more than one school. The School Staffing Committee shall assist in the facilitation of adequate communication between the schools involved in order to ensure fairness with respect to supervision schedules and the distribution of instructional and non-instructional periods as well as adequate travelling time. See new 17.02.06</p> <p>17.02.09 To assist in developing measures which will help alleviate the workload faced by new Teachers. See new 17.02.05</p>	<p>17.02.06 To assist in developing appropriate timetables for Teachers who are assigned to teach in more than one school. The School Staffing Committee shall assist in the facilitation of adequate communication between the schools involved in order to ensure fairness with respect to supervision schedules and the distribution of instructional and preparation periods as well as adequate travelling time.</p> <p>17.02.07 To develop a plan to be communicated to staff, as to how emergency back-up will be provided if a teacher needs to be excused from their class for a short duration.</p> <p>17.02.08 To recommend to the Principal, if necessary, any modifications to be made to in-school timetabling at any time during the school year. Timetable modifications shall be forwarded to the Joint Staffing Committee by the Steward.</p> <p>17.02.09 To consider and respond to organizational proposals and/or suggestions submitted by staff members to the committee throughout the year.</p>
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	<p>17.02.10 To develop a plan, to be communicated to staff, as to how emergency back-up will be provided if a teacher needs to be excused from their class for a short duration. See new 17.02.07</p> <p>17.02.11 The School Staffing Committee may invite up to two non-teaching representatives who may be included as non-voting members of the School Staffing Committee in an advisory capacity. The School Staffing Committee may make recommendations to the Principal concerning adjustments in non-teaching staffs' responsibilities to facilitate improvements in student learning, staff needs, and supervision duties.</p> <p>17.03 <u>School Staffing Committee (SSC) Records</u></p> <p>17.03.01 The School Staffing Committee will maintain written records of its meetings, describing topics/issues that were considered, alternatives discussed, and decisions made.</p> <p>17.03.02 Any School Staffing Committee recommendations and decisions will be copied for staff following each School Staffing Committee meeting. See new 17.03.01</p> <p>17.03.03 The School Staffing Committee Record Book will be</p>	<p>17.02.11 Delete</p> <p>17.03 <u>School Staffing Committee (SSC) Records</u></p> <p>17.03.01 The School Staffing Committee will maintain written records of its meetings, describing topic/issues that were discussed, alternatives that were considered, and recommendations made. The School Staffing Committee written records will be reviewed by the Steward and principal and communicated to the teaching staff following each School Staffing Committee meeting. These records will be maintained by the School Steward and will be available to the School Staff and the JSC upon request.</p>
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	<p>maintained by the school staffing committee secretary and will be available to the Joint Staffing Committee and school staff upon request. See new 17.03.01</p> <p><u>17.04 Instructional Time, Preparation Time, Supervision Time and Timetables</u></p> <p>17.04.01 Each Teacher will submit to the School Staffing Committee a copy of their individual timetable by September 20. The Teacher will include a written analysis of total 5 day instructional time which will not exceed the limits of the Collective Agreement. The Teacher will also include an analysis of preparation time which will be no less than the minimums described in the Collective Agreement, and supervision time which will be no greater than the maximum described in the Collective Agreement. The Joint Staffing Committee may provide a form to report this information to the Joint Staffing Committee. The Principal, along with the School Steward will ensure this information is collected and placed in the School Staffing Committee binder.</p> <p>17.04.02 The School Staffing Committee will verify that the Teacher timetables meet the expectations of the Collective Agreement. See new 17.02</p>	<p><u>17.04 Instructional Time, Preparation Time, Supervision Time and Timetables</u></p> <p>17.04.01 Each Teacher will submit to the School Staffing Committee a copy of their individual timetable no later than the final school day in September. The Teacher will include a written analysis of total 5 day instructional time which will not exceed the limits of the Collective Agreement. The Teacher will also include an analysis of preparation time which will be no less than the minimums described in the Collective Agreement, and supervision time which will be no greater than the maximum described in the Collective Agreement. The Joint Staffing Committee will determine the method of reporting this information. The Principal and the School Steward will ensure this information is collected and forwarded to the Joint Staffing Committee for analysis. Copies of all materials forwarded to the Joint Staffing Committee shall be maintained in the School Staffing Committee's records by the school steward.</p> <p>17.04.02 In the event that the timetables cannot be revised to meet the expectations concerning instructional, supervision or preparation timetables, the chairs of the Joint Staffing Committee will be notified by their respective representatives on the School Staffing Committee. School Staffing Committee recommendations concerning instructional, supervision and preparation timetabling alternatives and/or additional resources should accompany this notice to the Joint Staffing Committee. The board will consider alternatives to ensure compliance with the</p>
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	<p>17.04.03 Where a Teacher has been required to make an assignment adjustment, that person’s preference shall be given consideration in the next assignment process.</p> <p>17.04.04 In situations where timetables do not meet the expectations of the Collective Agreement, the School Staffing Committee will recommend organizational changes to the Principal. See new 17.02 and 17.04.02</p> <p>17.04.05 School and individual timetables, and School Staffing Committee verifications, will be kept in the School Staffing Committee Record Book. See new 17.04.01</p> <p>17.04.06 In the event that timetables cannot be revised to meet the expectations concerning instructional, supervision or preparation time, the chairs of the Joint Staffing Committee will be notified by the School Staffing Committee or the School Steward. Committee recommendations concerning organizational alternatives and/or additional resources should accompany this notice to the Joint Staffing Committee. The Board will consider alternatives to ensure compliance with the Collective Agreement following input from the Joint Staffing</p>	<p>Collective Agreement following input from the Joint Staffing Committee.</p> <p>17.04.03 Teachers may inform the School Staffing Committee of their timetable, preparation time and supervision time preferences through the School Steward. Where a Teacher’s preferences cannot be accommodated, that Teacher’s preferences shall be given consideration during the next staffing process. These preferences shall be duly noted by the School Steward in the School Staffing Committee’s records for consideration in the subsequent school year.</p>
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	Committee. See new 17.04.02	
18. School Budget Committee	The Principal of each Hastings and Prince Edward District Elementary School is expected to establish a School Budget Committee which will have a minimum of three ETFO members elected by the ETFO membership in the school. The committee will have access to all school level financial information and will make recommendations to the principal with respect to funding allocations, short and long term priorities and any other fiscal matters affecting the operation of the school. The Budget Committee shall meet at least once per term.	By September 30th of each year, a School Budget Committee shall be established in each elementary school which shall have a minimum of three Union members elected by the Union membership in the school. The committee will have access to all school level financial information and will make recommendations to the principal with respect to funding allocations, short and long term priorities and any other fiscal matters affecting the operations of the school. The School Budget Committee shall meet three times per school year.
19. Medical Procedures		No changes.
20. Health and Safety	<p>The Board is committed to ensure the safety of Teachers. The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations. In accordance with relevant legislation, the Board operates a Joint Health and Safety Committee. In September the Principal shall provide a Safety briefing to staff. Teachers will be briefed on the contents and location of the following resources:</p> <ul style="list-style-type: none"> 20.01 Emergency Measures Plan, 20.02 School and Staff Safety Plan, 20.03 Safety Regulations and the Academic Health and Safety Committee Input Process, 20.04 Safe Schools Policy. <p>No Teacher shall be discharged, penalized or disciplined in any way for making a complaint to the school Health and Safety representatives, the Joint Health and Safety Committee, or the Union.</p>	<p>The Board is committed to ensure the safety of Teachers. The Board and ETFO recognize the importance of promoting a safe and healthy environment for employees and of fulfilling their respective duties and obligations under the Occupational Health and Safety Act and its accompanying Regulations. In accordance with relevant legislation, the Board operates a Joint Health and Safety Committee including a minimum of two (2) ETFO members selected by the Union. In September, and as needed throughout the school year, the Principal shall provide a Safety briefing to staff. Teachers will be briefed on the contents and location of the following resources:</p> <ul style="list-style-type: none"> 20.01 Emergency Measures Plan, 20.02 School and Staff Safety Plan, 20.03 Safety Regulations and the Academic Health and Safety Committee Input Process, 20.04 Safe Schools Policy. <p>No Teacher shall be discharged, penalized or disciplined in any way for making a complaint to the school Health and Safety representatives, the Joint Health and Safety Committee, or the Union.</p>

<p>21. Harassment</p>	<p>21.02 A joint Union/Board committee shall be convened at the request of either party to review the Board’s Harassment policy. This joint committee must be convened prior to altering the HPEDSB Harassment Policy C-1. The joint committee shall make recommendations to the Board for any amendments to the policy and may recommend procedures and training to ensure implementation of the policy.</p>	<p>21.02 Prior to altering the Board’s procedure 422 Safe Workplace—Workplace Harassment, the issue shall be discussed at a Union-Management meeting. The Union may make recommendations to the Board for any amendments to the policy and may recommend procedures and training to ensure implementation.</p> <p>21.04 Human Resources Support Services will ensure that teachers new to the Board receive a copy of this procedure. The Board shall provide teachers with information and instruction that is appropriate for their work on the contents of the procedure and program with respect to workplace harassment and any other prescribed information.</p> <p>21.05 The Safe Workplace—Workplace Harassment procedure shall be in written form and shall be posted at a conspicuous place in each workplace.</p> <p>21.06 At the completion of a formal process, all correspondence and other documents generated under this process must be submitted to Human Resources Support Services to be stored in a secure file.</p>
<p>22. Benefit Plans</p>		<p>No changes.</p>
<p>23. Group Life</p>		<p>No changes.</p>
<p>24. Extended Health</p>		<p>No changes.</p>
<p>25. Dental Plan</p>		<p>No changes.</p>
<p>26. LTD</p>		<p>No changes.</p>
<p>27. Cumulative Sick Leave</p>		<p>No changes.</p>

<p>28. Leaves of Absence</p>	<p>28.02.01 A Teacher who has successfully completed the new teacher performance appraisal(s) may be granted a leave of absence without pay, by mutual agreement of the parties.</p> <p>28.02.06 Teachers who have successfully completed the new teacher performance appraisal(s) requesting full year leaves of absence for the full amount of their contract time will receive the leave from the school at which they are presently teaching and, upon return from the leave, will be placed at that school subject to the Transfer and Surplus (T&S) process.</p>	<p>28.02.01 A Teacher who has successfully completed the new teacher performance appraisal(s) may be granted a leave of absence without pay, by mutual agreement of the parties. A leave may be for a full year, or for a portion of the Teacher’s entitlement for the full year, or for a half-year. Half-year leaves shall be for either the first 97 days of the school year or the last 97 days of the school year. Half-year leaves shall be filled by an Occasional Teacher, or a Teacher assigned to the same school.</p> <p>28.02.06 Teachers who have successfully completed the new teacher performance appraisal(s) requesting full year or half-year leaves of absence time will receive the leave from the school at which they are presently teaching and, upon return from the leave, will be placed at that school subject to the Transfer and Surplus (T&S) process. Half-year leaves shall be for either the first 97 days of the school year or the last 97 days of the school year.</p>
<p>29. Short Term Leaves</p>		<p>No changes.</p>
<p>30. Absence Codes</p>	<p>30.03 <u>Absence without Pay - items not deductible from Sick Leave Credits (Code 3)</u></p> <p>Article 31.03 leaves are Board approved short term leaves of absence and are processed by the Board for pension purposes to allow the Teacher to buy back credit from the TPPB at the Teacher’s expense. The Teacher must make application for credit to the Teachers’ Pension Plan Board by obtaining the Application to Buy Back Credit Form from the Board’s H.R. Department prior to the end of the school year.</p> <p>Salary loss for 30.03 leaves will be in accordance with 9.02 for each day of Code 3 absence. Benefits will continue to</p>	<p>30.03 <u>Absence without Pay - items not deductible from Sick Leave Credits (Code 3)</u></p> <p>Article 30.03 leaves are board approved short term leaves of absence and are processed by the Board for pension purposes.</p> <p>Salary loss for 30.03 leaves will be in accordance with 9.02 for each day of Code 3 absence. Benefits will continue to be paid</p>

	<p>be paid at the same rate by the Board during Code 3 absences. Up to a maximum of five days per year shall be granted as follows:</p> <p>30.03.01 Moving to a new place of residence. Leave granted for moving shall not exceed one (1) day in any one year which shall be the actual day of moving.</p>	<p>at the same rate by the Board during Code 3 absences. For absences without pay that are approved by Human Resources, in advance of the school year, the salary deductions will be equalized over the pay periods of the school year provided the request is made in writing by June 30. Up to a maximum of five (5) days per year shall be granted as follows:</p> <p>30.03.01 Moving to a new place of residence for one day only in any one school year.</p>
31. Pregnancy / Parental / Adoption Leave		<p>31.02.08 Prior to the commencement of a Pregnancy Leave, a pregnant teacher who is exposed, or in danger of being exposed, to communicable diseases present in the school, shall be reassigned to another work site until such time as it is determined that it is safe for the Teacher to return. Pending the reassignment, absence for the reason stated above, shall not be deductible from the Teacher's sick leave.</p>
32. Sabbatical Leave		No changes
33. Deferred Salary Leave	<p>33.02 Any permanent Teacher is eligible to participate in the Plan.</p> <p>33.11.01 It is understood that such leaves may also be arranged for less than one (1) year. Part year leaves shall only be granted for the period covering July 1st through December 31st or January 1st through to the end of the school year.</p>	<p>33.02 Any teacher who has successfully completed the new teacher performance appraisal(s) is eligible to participate in the Plan.</p> <p>33.11.01 It is understood that such leaves may also be arranged for one (1) year, or half (1/2) of a year. Half year leaves shall be for either the first 97 days of the school year, or the last 97 days of the school year. Half-year leaves shall be filled by an Occasional Teacher, or a Teacher assigned to the same school.</p>

34. Subsidized Educational Leave		No changes
35. Union Release Time / Leave	35.05 A Teacher returning from a Union leave or assignment has the right to be reassigned to the same position held prior to going on leave, subject to the Transfer and Surplus procedures, or may be placed by the Joint Staffing Committee, upon request of the Teacher.	35.05 A Teacher returning from a Union leave or assignment has the right to return to the same school subject to the Transfer and Surplus procedures, or may be placed by the Joint Staffing Committee, upon request of the Teacher.
36. Sick Leave Credit Payment		No changes
37. Seniority, TAT, STS, Recall	<p>37.01.01 <u>School Group (SG)</u> The School Group is a group of Elementary schools which are grouped together for geographical and organizational reasons.</p> <p>37.01.07 <u>Pink Sheets</u> Internal advertising for available teaching positions.</p> <p>37.01.08 <u>Qualified</u> A Teacher may be deemed qualified if given permission to teach by the Ontario College of Teachers.</p> <p>37.01.15 <u>School Closure</u> In the event of a school closing, Teachers will become a System Responsibility and subject to the Transfer and Surplus process. The staff of a twinned school are considered to be one staff.</p>	<p>37.01.01 <u>School Group (SG)</u> The School Group is composed of one secondary school and Elementary schools which are grouped together for geographical and organizational reasons.</p> <p>37.01.07 Delete</p> <p>37.01.08 <u>Qualified</u> A Teacher may be deemed qualified if given permission to teach by the Ontario College of Teachers. A teacher may teach outside their qualifications with mutual consent according to Reg. 298 s.19(3).</p> <p>37.01.15 <u>School Closure</u> In the event of a school closure or consolidation, the process outlined in the Terms of Reference for the Union-Management Committee shall be in effect.</p>

	<p>37.02.01 <u>North Hastings S.G. Seniority List</u> - In times of declining enrolment within the North Hastings School Group, the Joint Staffing Committee, based on projected enrolment, shall identify the Teacher(s) to be determined surplus in that school group. The identified Teacher(s) will be selected on the basis of least seniority within the North Hastings School Group. The selected Teacher(s) will retain entitlement to any position(s) created in the North Hastings School Group during the following year for which they are qualified. A Seniority List for North Hastings, separate from, but based on the Board Seniority List, shall be determined and compiled by the Board in consultation with the Joint Staffing Committee.</p> <p>37.02.02 <u>Seniority Determinant</u> Seniority for Elementary Union members of the Hastings and Prince Edward District School Board will be determined using Total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union. When seniority is calculated, June 30 of the current school year will be used.</p>	<p>37.02.01 <u>North Hastings S.G. Seniority List - If the Elementary schools the North Hastings School Group are in an overall surplus situation</u>, the Joint Staffing Committee, based on projected enrolment, shall identify the Teacher(s) to be determined surplus in that school group. The identified Teacher(s) will be selected on the basis of least seniority from the North Hastings School Group seniority list. The selected Teacher(s) will retain entitlement to any position(s) created in the North Hastings School Group during the following year for which they are qualified. A Seniority List for North Hastings, separate from, but based on the Board Seniority List, shall be determined and compiled by the Board in consultation with the Joint Staffing Committee.</p> <p>37.02.02 <u>Seniority Determinant</u> Seniority for Elementary Union members of the Hastings and Prince Edward District School Board will be determined using Total Elementary annualized teaching experience with the Board and its predecessors, while a member of the Union.</p> <p>37.02.02.01 Upon return to the bargaining unit, administration shall be granted seniority based on annualized teaching experience with the Board and its predecessors while a member of the Union. No Teacher currently covered by this Collective Agreement shall be declared Surplus to the System (STS) due to an administrator returning to the Bargaining Unit. Returning administrators shall be a system responsibility and shall be placed in a position by the Joint Staffing Committee during the Mobility meeting (see Article 16.01.02)</p>
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	<p>37.02.04 <u>Verification by Staff</u> Annually, copies of the draft master seniority list will be distributed to schools and other designated locations where Union members work. A period of two weeks will be allowed from receipt of the list for members to check for errors and report these to the Human Resources Department in writing, stating the nature of the error, and providing supporting documentation to justify their claim, where possible. All staff must assume responsibility for accuracy of their own information at this stage to ensure correct placement on the list. Principals will ensure that all staff have reviewed the list and will contact all staff, including those Teachers on Approved Leaves to confirm their access to the list. In the event that a staff member cannot be contacted during the two-week period, the Human Resources Department will make a tentative confirmation of seniority, subject to contacting the member. The Human Resources Department and the President or designate will review the placement concerns and a representative of the Human Resources Department will reply in writing regarding the determination of the member's years of seniority.</p> <p>37.02.05 <u>Ties</u> The tie-breaking process, as described, will continue to be applied to successive levels of the seniority list until all staff are correctly placed on the list. This should be completed annually prior to January 31. Once correctly located on the Master Seniority List, a person's relative seniority should not change while a Union member, except as described in the Collective Agreement.</p>	<p>37.02.04 <u>Verification by Staff</u> Annually, copies of the draft master seniority list will be distributed to schools and other designated locations where Union members work. Electronic access will be provided to all Union members through a live electronic link to the Human Resources website. A period of two weeks will be allowed from receipt of the list for members to check for errors and report these to the Human Resources Department in writing, stating the nature of the error, and providing supporting documentation to justify their claim, where possible. All staff must assume responsibility for accuracy of their own information at this stage to ensure correct placement on the list. Principals and stewards will work together to ensure that all staff have reviewed the list, and will contact all staff, including those Teachers on Approved Leaves to confirm their access to the list. In the event that a staff member cannot be contacted during the two-week period, the Human Resources Department will make a tentative confirmation of seniority, subject to contacting the member. The Human Resources Department and the President or designate will review the placement concerns and a representative of the Human Resources Department will reply in writing regarding the determination of the member's years of seniority.</p> <p>37.02.05 <u>Ties</u> The tie-breaking process, as described, will continue to be applied to successive levels of the seniority list until all staff are correctly placed on the list. This should be completed annually prior to September Enrollment Imbalances. Once correctly located on the Master Seniority List, a person's relative seniority should not change while a Union member, except as described in the Collective Agreement.</p>
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	<p>37.02.05.05 Category rating in descending order from Category A4 to Category A until tie-breaking is complete. Staff will then remain on the seniority list using Category rating criteria, but will not be allowed to improve their seniority ranking if their QECO rating is improved. New staff hired after August 31, 1998 will not be ranked according to this criteria.</p> <p>37.02.05.06 Any ties which still remain will be broken by lot, by the Director or designate in the presence of the Union President or designate who will attest to the order of names selected (first chosen will be above others in this tied category). A written, signed record will be kept in descending order for validation purposes.</p> <p>37.03.07 Teachers filling a Long Term Disability (L.T.D) vacancy for a period of time which is greater than one full teaching year shall be granted seniority credit for the full teaching period.</p> <p>37.04.01.02 If a reduction of staff is required, the Principal, with the School Steward, shall apply the seniority list to the current school staff list to determine the Teacher(s) with least system seniority in the school. To decide which of these Teachers will be Teachers Available for Transfer (TAT) from the school, the criteria from Article 37.05 will be used. Vacancies should be determined if possible, at this time. Total D.S.B. seniority is used for TAT, not length of time in a school.</p> <p>37.04.01.03 The Principal, in the presence of the School Steward, shall inform potential Teachers Available for Transfer (TAT)</p>	<p>37.02.05.05 Delete</p> <p>37.02.05.06 Any ties which still remain will be broken by lot, by the Superintendent of Human Resources or designate in the presence of the Union President or designate who will attest to the order of names selected (first chosen will be above others in this tied category). Human Resources and the Union shall confirm the process electronically.</p> <p>37.03.07 Delete</p> <p>37.04.01.02 Delete</p> <p>37.04.01.03 If a reduction of staff is required, the TAT member(s) will be determined using total district seniority, not length of time</p>
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	<p>immediately following this meeting. The T.A.T. member will be given a Transfer Form page 74 at this time to complete.</p> <p>37.04.01.04 After staffing is confirmed, the Principal shall promptly forward any vacancies within a school to Human Resources to be advertised internally in the form of "Pink Sheets".</p> <p>37.05.05 <u>Exempting Teachers with additional Ministry Certification from teaching in their Area of Certification</u> Teachers may be exempted from being required to teach a program for which additional Ministry certification is required after seven (7) years of teaching in the specialty area if other staff are available in the school to provide the program. The above exemption must be initiated by the specialty Teacher involved. The Teacher must apply annually, in writing, to the Principal, and appropriate Superintendent, requesting this exemption and outlining the reasons for this request. The Principal and Superintendent will determine if the exemption will be granted and Joint Staffing Committee will be advised. Such an exemption may result in that Teacher becoming Teacher Available for Transfer (TAT). A Teacher who would like a change from such a program may also be considered in the Mobility process (Article 16), with the request to be exempt from teaching such a program being considered.</p>	<p>in the school except as outlined in 37.02.01. The TAT member(s) will complete an Elementary Staffing Information Form (ESIF) for consideration by the JSC. The Principal in the presence of the school Steward, shall inform teacher(s) available for transfer (TAT) in a meeting at a time determined by the Joint Staffing Committee staffing timelines.</p> <p>37.04.01.04 After staffing is confirmed, the Principal shall promptly forward any vacancies within a school to Human Resources according to timelines approved by the Joint Staffing Committee. The Principal shall first consider available school staff for vacancies according to preferences expressed on the School Staffing Information Form (SSIF).</p> <p>37.05.05 <u>Exempting Teachers with additional Ministry Certification from teaching in their Area of Certification</u> Teachers may be exempted from being required to teach a program for which additional Ministry certification is required after seven (7) years of teaching in the specialty area if other staff are available in the school to provide the program. The above exemption must be initiated by the specialty Teacher involved. The Teacher must apply annually, in writing, in accordance with the agreed upon staffing timelines to the Principal, and Superintendent of Human Resources Support Services, requesting this exemption and outlining the reasons for this request. The Principal and Superintendent of HR in consultation with the Joint Staffing Committee will determine if the exemption will be tentatively granted at the time Teachers Available for Transfer (TAT) are declared. Such a tentative exemption may result in that Teacher becoming Teacher Available for Transfer (TAT). A Teacher who would like a change from such a program may also be considered in the Mobility process (Article 16). The tentative</p>
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	<p>37.05.06 All Teachers Available for Transfer will complete a Transfer Form which describes their teaching qualifications, their geographic choices and their teaching preferences (page 74 -Hastings and Prince Edward D.S.B. Information Form).</p> <p>37.05.07 A Teacher will be removed from their school's Teacher Available for Transfer (TAT) List if a change in enrolment or teaching strength occurs at that school level that creates a vacancy. This is based upon the seniority list if more than one Teacher is TAT at that school level.</p> <p>37.06.01 In the Elementary panel, the seniority list of all Teachers will be compiled in accordance with Articles 37.02 and 37.03 and distributed to each school and to the Union President. All Teachers covered by this Collective Agreement and appropriate administrative personnel will have access to the seniority list. In each school, this list will be kept with the School Staffing Committee minutes when not in use by the members.</p> <p>37.06.02 If a surplus of staff is indicated, based upon the number of Full Time Equivalent (FTE) Teachers under contract exceeding the number of Full Time Equivalent (FTE) positions available, the Superintendent of Human Resources will prepare lists for the Elementary panel which identify:</p>	<p>exemption will be confirmed by the Joint Staffing Committee at the Mobility meeting.</p> <p>37.05.06 All Teachers Available for Transfer will complete an Elementary Staffing Information Form (ESIF).</p> <p>37.05.07 A Teacher will be removed from their school's Teacher Available for Transfer (TAT) List if a change in enrolment or teaching strength occurs at that school level that creates a vacancy during the staffing process. This is based upon the seniority list if more than one Teacher is TAT at that school level.</p> <p>37.06.01 In the Elementary panel, the seniority list of all Teachers will be compiled, distributed electronically, and posted on the Board's website in accordance with Articles 37.02 and 37.03 and copied to the Union President. All Teachers covered by this Collective Agreement and appropriate administrative personnel will have access to the seniority list.</p> <p>37.06.02 If a surplus of staff is indicated, based upon the number of Full Time Equivalent (FTE) Teachers under contract exceeding the number of Full Time Equivalent (FTE) positions available, the Superintendent of Human Resources Support Services in consultation with the Joint Staffing Committee will determine the STS teachers based on the Seniority list. Teachers determined to be STS will receive a letter from the</p>
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	<p>37.06.02.01 the names and qualifications of Teachers who may be Teachers Available for Transfer (TAT) in their schools; and</p> <p>37.06.02.02 names, seniority and qualifications of Teachers with the least Hastings and Prince Edward District School Board seniority. This information will be verified by the Joint Staffing Committee. This is a list of Teachers who may be Surplus to the system (STS).</p> <p>37.06.04 The Joint Staffing Committee may consider Voluntary Mobility transfers as outlined in the Joint Staffing committee time lines to help reduce TAT at the school level. (See Article 16).</p> <p>37.07 <u>Elementary Teacher Placement Process - Offers and Placements to TAT & STS Teachers</u></p> <p>37.07.01</p>	<p>Superintendent of Human Resources or designate indicating that they may be Surplus to the System. STS teachers will receive consideration for any vacancies in the system following the placement of teachers, including any teachers declared to be TAT, in Phase One, Phase Two and Phase Two, Part B (Mobility).</p> <p>37.06.02.01 Delete</p> <p>37.06.02.02 Delete</p> <p>37.06.04 Delete</p> <p>37.07 <u>Elementary Staffing Process</u></p> <p>37.07.01 Prior to the beginning of Phase One of the Elementary Staffing process, a list of all teachers who are TAT or STS will be compiled. A summary will be prepared for the expanded Joint Staffing Committee prior to the placement of teachers through the Elementary Staffing Process.</p>
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	<p>Prior to Mobility, a list of all teachers who are TAT or STS will be compiled as a result of the teacher declaring his/her intent on the Teacher Information Form and forwarding to H.R. Officer – Teaching. A summary will be prepared and copies of this summary shall be sent to the Union President or designate prior to the Mobility meeting taking place. The intent of this meeting is to reassign those Teachers Available for Transfer (TAT) to positions, taking into consideration: qualifications, seniority, geography, and academic and/or personal preferences.</p> <p>37.07.02 <u>Offers</u> - Teachers who are Available for Transfer (TAT) and Surplus to the System (STS) may be offered more than one position. Staff may agree to an offer to relocate to a new school. Rejection of an offer does not jeopardize the Teacher’s position on the TAT or STS lists and other offers may be made at a later time in the placement process.</p> <p>37.07.03 <u>Placements</u> - A formal placement in a position occurs when the Committee feels that a match between a TAT or STS Teacher and the available position has been made. If a Teacher rejects a position in which the Teacher is placed, and for which the Teacher is qualified, then the Teacher will not be placed until all other Elementary Teachers have been considered in the placement process. This Teacher will be added to the Recall List and may be offered other teaching opportunities as they become available, or during the Interpanel Placement of Elementary Teachers in Secondary Vacancies process (see below), or as a result of the Recall Procedures and Process (see below). Priority for these subsequent offers and placements will be by seniority, as described below.</p> <p>37.07.04</p>	<p>37.07.02 Delete</p> <p>37.07.03 Delete</p> <p>37.07.04 Delete</p>
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	<p><u>Other Types of Transfers</u> - Administrative Reassignments and Voluntary Mobility Transfers may be reviewed in conjunction with this process to redeploy other staff into known positions. This may result in other placement opportunities for TAT and STS staff, since other types of transfers may create different positions to be considered. (See Article 16).</p> <p>37.07.05 <u>Geographical Consideration</u> - A formal TAT placement into a position will be no more than 40 km from the previous school to the new school(s) unless no other positions are available within that distance. The Joint Staffing Committee will also attempt to make STS placements within a 40 km distance from the previous school(s). Placements and offers in excess of 40 km may be considered by the JSC if the new position does not increase the driving distance from the Teacher's home.</p> <p>37.07.06 Contact regarding the placement of staff from the Teachers Available for Transfer (TAT) list and the Surplus to the System (STS) list shall be made by the ETFO representatives on the JSC. Contact to principals of those teachers will be made by the principal representatives on the JSC. This placement must be accepted in a time frame mutually agreeable to the members of the Joint Staffing Committee.</p> <p>37.07.07 A Teacher declared Teacher Available for Transfer (TAT) shall be removed from consideration if a subsequent vacancy occurs in his/her school for which he or she is qualified, or would become qualified to teach.</p>	<p>37.07.05, 37.07.06, and 37.07.08 are retained as is but will be renumbered in the new Collective Agreement.</p> <p>37.07.07 A Teacher declared Teacher Available for Transfer (TAT) may be removed from consideration if a subsequent vacancy occurs in his/her school for which he or she is qualified, or would become qualified to teach.</p>
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	<p>37.07.08 The Human Resources Department will inform the Union President prior to the first day of school in September of Teacher placements made during July and August and those Teachers who remain Surplus to the System.</p>	<p><i>The following wording is the new language based on the 17-Day Staffing Process, and language developed with the Board during grievance discussions and the Pink Sheet Work Group. The language does not align neatly with the current language in 37.07. The appropriate place for inclusion and numbering will be determined during the editing process of the new CA.</i></p> <p>The Elementary Staffing process shall be part of and shall follow the staffing timeline established each year by the Joint Staffing Committee. The timeline shall be distributed to and posted in all schools. The Union shall forward the timeline to all school stewards.</p> <p>The Placement of all teachers in the Elementary Staffing Process shall be made by the Joint Staffing Committee, the membership of which may be expanded for this purpose by the addition of equal numbers of board representatives and union representatives.</p> <p>Contact regarding the placement of all teachers in the Elementary Staffing Process shall be made by the Union representatives on the expanded JSC. Contact to principals regarding the placement of those teachers will be made by the Principal representatives on the expanded JSC. All placements must be accepted in a time frame mutually agreeable to the members of the expanded JSC.</p> <p>The Elementary Staffing Process shall consist of Phase One posted vacancies (see Article 37.04.01.04, numbering subject to editing), Phase Two posted vacancies, and Phase Two Part B Mobility (Article 16.02). Applicants applying to any phase in the elementary staffing process must share the Elementary Staffing Information Form (ESIF) with their current Administrator and the Union when submitting electronically to Human Resources Support Services.</p>
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		<p>applying to the posted vacancies. The Principal representatives of the expanded Joint Staffing Committee will consult with school Principals to gather relevant information related to understanding school, programming and personnel needs. The Principals of schools with vacancies are contacted and will electronically receive teacher ESIFs to review. Teachers may consult with the Union during this time period. Consideration of surplus teachers (TAT and STS) is a priority for placement.</p> <p>The expanded JSC Principals and the Union bring their consultation information to the Phase Two Vacancy session. Based upon the JSC decisions, applicants may receive an offer. No more than one offer will be made to an applicant. Teachers will be considered for vacancies according to information provided on the ESIF. Reasonable consideration will be given to placing a Teacher in a position, if he/she is the only Teacher interested. In the absence of agreed upon relevant information preventing placement, the teacher will be placed in the position. In Phase Two, only Teachers who are not TAT and STS may reject offers.</p> <p>Vacancies for Phase Two Part B Voluntary Mobility are determined. During the placement meeting, the expanded JSC Principals will consult with the school Principals to gather relevant information related to understanding school, programming and personnel needs. Teachers may also consult with the Union during this time period. Offers made during Phase Two Part B Voluntary Mobility are subject to Article 16.</p>
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	<p>37.10 <u>Reassessment of Interpanel Placements</u> Separate meetings of each panel's placement group will be held to assess the process up to that date. All moves made to date are reviewed with every effort being made to incorporate geographic location, qualifications and personal desires in that review. At this time, all Teachers successfully/unsuccessfully placed are officially notified by the Director or designate.</p> <p>37.11 <u>Teachers Surplus to the System and Termination Letters</u> 37.11.01 Determination of the number of Teachers who are potentially Surplus to the System (STS) will be made by the Director or designate, following input from the Joint Staffing Committee.</p> <p>37.11.02 Teachers who are potentially Surplus to the System (STS) will be notified in writing by the Director or designate. After June 30th of the contract year, these Teachers who have not been placed will be declared redundant, will receive termination letters and will be placed on the Recall List, as described below.</p> <p>37.11.04 <u>Termination Letters Resulting from These Procedures</u> After the Transfer and Surplus (T & S) process is complete, all Teachers on contract with The Hastings and Prince Edward D.S.B, whose contracts with the Board are terminated as a result of the procedures outlined in this process, will receive a suitable letter signed by the Director of Education explaining the reasons for their termination. August 31 is the official termination date.</p>	<p>37.10 <u>Reassessment of Interpanel Placements</u> Separate meetings of each panel's placement group will be held to assess the process up to that date. All moves made to date are reviewed with every effort being made to incorporate geographic location, qualifications and personal desires in that review. At this time, all Teachers successfully/unsuccessfully placed are officially notified by the Superintendent of Human Resources or designate.</p> <p>37.11 <u>Teachers Surplus to the System and Termination Letters</u> 37.11.01 Determination of the number of Teachers who are potentially Surplus to the System (STS) will be determined in accordance with 37.06.</p> <p>37.11.02 Following the conclusion of the Elementary Staffing Process, Teachers who have been placed will receive a letter rescinding their STS status. Teachers who have not been placed will be placed on the Recall List, as described below.</p> <p>37.11.04 <u>Termination Letters Resulting from These Procedures</u> After the Transfer and Surplus (T & S) process is complete, all Teachers on contract with The Hastings and Prince Edward D.S.B, whose contracts with the Board are terminated as a result of the procedures outlined in this process, will receive a letter signed by the Superintendent of Human Resources explaining the reasons for their termination. August 31 is the official termination date.</p>
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	<p><u>37.12 Recall Process and Procedures</u></p> <p>37.12.01 All Teachers on contract and declared redundant to the Elementary panel will be given Right of Recall for a period of two years from the end of the contract year in which they are declared redundant.</p> <p>37.12.05 A staff member must accept or reject a formal offer of a teaching position within a period of 24 hours from the time of the formal offer. This time excludes weekends.</p> <p>37.12.09 The Human Resources Officer (Teaching Staff) and the Superintendent of Human Resources or designate will be responsible for maintaining the Recall List and making contact regarding vacancies.</p> <p>37.12.10 Principals will contact the Human Resources Department as soon as they have any information regarding vacancies, leaves, retirements or other openings. The Human Resources Officer (Teaching Staff), or designate, will contact staff on the Recall List concerning acceptance of the position. Seniority and qualifications will be the only criteria for selection, in accordance with the following considerations:</p> <p>37.12.11.01 <u>Qualifications</u> - Staff must be qualified to teach the subject(s)/levels. Staff may agree to become qualified in the summer or during the year. (See Article 10).</p>	<p><u>37.12 Recall Process and Procedures</u></p> <p>37.12.01 All Teachers on contract and declared redundant to the Elementary panel will be given Right of Recall for a period of four years from the end of the contract year in which they are declared redundant.</p> <p>37.12.05 A staff member must accept or reject a formal offer of a teaching position within a period agreed upon by the Joint Staffing Committee from the time of the formal offer.</p> <p>37.12.09 The Human Resources Officer (Teaching Staff) will be responsible for maintaining the Recall List and making contact regarding vacancies.</p> <p>37.12.10 Principals will contact the Human Resources Department as soon as they have any information regarding vacancies, leaves, retirements or other openings. The Human Resources Officer (Teaching Staff), or designate, will contact staff on the Recall List concerning acceptance of the position with notification to the Union. Seniority and qualifications will be the only criteria for selection, in accordance with the following considerations:</p> <p>37.12.11.01 <u>Qualifications</u> - Staff must be qualified to teach the subject(s)/levels. Staff may agree to become qualified in the summer or during the year. Staff may agree to teach outside their qualifications by mutual consent according to Reg. 298 s.19(3).</p>
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	<p>37.12.11.03 <u>Availability</u> - Vacancies that occur after the final placement meeting will be filled from the Recall List. Every attempt will be made to fill vacancies with people on the Recall List. Staff will make every effort to remain available for recall by the Board during the period of redundancy. (Telephone, fax, E-mail, web, pager, and summer/home addresses, which are appropriate, should be on file with the Board.) In the event that the Board makes a reasonable effort (two attempts on each of two consecutive working days) to contact the staff member and is unable to do so, the Board will move to the next name on the list. This is not considered a rejection by the staff member.</p> <p>37.12.11.05 Acceptance of a teaching assignment for a percentage which is less than the actual entitlement, may occur. Prior to the beginning of the school year, staff who have accepted an offer of a position for a reduced teaching load, will be given the opportunity to increase their teaching assignment to that for which they are entitled if new positions become available. After the beginning of the school year, the Board will offer increases in teaching assignment to this person if program and geographical considerations allow this to happen. Teachers who fill a partial vacancy will continue to be considered for up to two years for the portion of their contractual entitlement not filled. Refusal of a position less than the Teacher's contractual entitlement does not constitute a formal rejection.</p> <p>37.12.11.07 When all redundant staff have been recalled in accordance with the above, part-time staff who would like to increase their assignment back to full time will be allowed to do so as openings/vacancies occur. This may occur for part or</p>	<p>37.12.11.03 <u>Availability</u> - Vacancies that occur after the final placement meeting will be filled from the Recall List. Every attempt will be made to fill vacancies with people on the Recall List. Staff will make every effort to remain available for recall by the Board during the period of redundancy. All contact information should be on file with the Board. In the event that the Board makes a reasonable effort (two attempts on each of two consecutive working days) to contact the staff member and is unable to do so, the Board will move to the next name on the list following consultation with the Union. This is not considered a rejection by the staff member.</p> <p>37.12.11.05 Acceptance of a teaching assignment for a percentage which is less than the actual entitlement, may occur. Prior to the beginning of the school year, staff who have accepted an offer of a position for a reduced teaching load, will be given the opportunity to increase their teaching assignment to that for which they are entitled if new positions become available. After the beginning of the school year, the Board will offer increases in teaching assignment to this person if program and geographical considerations allow this to happen. Teachers who fill a partial vacancy will continue to be considered for up to four years for the portion of their contractual entitlement not filled. Refusal of a position less than the Teacher's contractual entitlement does not constitute a formal rejection.</p> <p>37.12.11.07 When all redundant staff have been recalled in accordance with the above, part-time staff who would like to increase their assignment back to full time will be allowed to do so as openings/vacancies occur according to the process in 5.02.</p>
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	<p>full year duration and must be with mutual consent. Part-time staff, who have letters of intent to increase their teaching percentage on file with the Board, will be considered during this process if there are no staff on the Recall List who can or will accept the identified position.</p> <p>37.12.11.09 <u>New Vacancies for Recall and Part Time Teachers</u> A vacancy that occurs as a result of any new or continuing leave, retirement or resignation by another member covered by this Collective Agreement, will be offered to staff on the Recall List and other part-time staff who wish to increase their teaching load, in accordance with the Collective Agreement. A vacancy may be for part of a year. In this case, the “Recall” staff member will return to the Recall List. Other staff will return to previous contractual entitlement, or to another position as agreed prior to transfer.</p> <p>37.13 <u>Seniority Review</u> Secondary/Elementary Teachers who apply for bonafide elementary/secondary teaching positions will have their seniority reviewed by the Joint Staffing Committee, upon request, for the purpose of making a recommendation to Human Resources regarding the allowance of maintaining seniority in the new panel.</p> <p>37.14 <u>The Hastings and Prince Edward District School Board Information Form</u> will be completed on request when Teachers are being considered for transfer to other locations. This form is intended to help provide relevant information concerning teaching strengths and geographical and career preferences when TAT, STS, Mobility and other transfers are being considered. The</p>	<p>This may occur for part or full year duration and must be with mutual consent. Part-time staff, will be considered during this process if there are no staff on the Recall List who can or will accept the identified position.</p> <p>37.12.11.09 <u>New Vacancies for Recall</u> A vacancy that occurs as a result of the conditions in Article 5.01, shall be offered to staff on the Recall List in accordance with 5.02. and other part-time staff who wish to increase their teaching load, in accordance with the Collective Agreement. A vacancy may be for part of a year. In this case, the “Recall” staff member will return to the same position on the Recall List.</p> <p>37.13 Delete</p> <p>37.14 Delete</p>
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	<p>Joint Staffing Committee may amend the form to help the committee match educational needs with Teacher strengths and goals.</p>	
<p>38. September Enrollment Imbalances</p>	<p>38.01</p> <p>The Joint Staffing Committee will meet no later than the first week of October each year to review class sizes and identify possible staff relocation needs and vacancies in schools that have resulted from changes in enrolment. Recommendations will be made to Senior Administration.</p> <p>38.02</p> <p>Principals will report to their respective Superintendents and they in turn will provide the data to the Joint Staffing Committee for this meeting.</p> <p>38.03</p> <p>No later than October 15th all schools that have been identified as needing staff reductions due to changes in enrolment, will be provided with an information meeting that includes Union representation and a Superintendent. Vacancies in the system will be declared at that time. The intent of the meeting will be to answer questions and encourage staff to consider voluntary Mobility in order to address surplus staffing in their respective schools (see Article 16).</p>	<p>38.01</p> <p>Principals support the gathering of enrolment data. The data is reviewed by Senior Administration and provided to the Joint Staffing Committee. The Union shall have a minimum of two days to consider the data prior to the meeting taking place in accordance with 38.02.</p> <p>38.02</p> <p>The Joint Staffing Committee will meet no later than the third week of September each year to review class sizes and identify possible staff relocation needs and vacancies in schools that have resulted from changes in enrolment. Recommendations will be made to Senior Administration.</p> <p>38.03</p> <p>Every effort will be made to complete any necessary reorganizations on or before the end of September, and, in any event, no later than October 15th. To this end where schools have been identified as needing staff reductions due to changes in enrolment, they will be provided with an information meeting that includes Union representation and a Superintendent. Vacancies in the system will be declared at that time. The intent of the meeting will be to answer questions and encourage staff to consider voluntary Mobility</p>

	<p>38.04 Teachers in schools that have been identified as needing staff reductions due to changes in enrolment, may volunteer for Mobility to a temporary placement in another assignment, no later than October 18th. They will declare in writing their intent, including the vacancies they are interested in, to the Joint Staffing Committee. Principals will then forward these letters to the Joint Staffing Committee for consideration and placement. A Memorandum of Mobility will be completed in accordance with Article 16, Mobility.</p> <p>38.06 Part-time Teachers may have the right to increase their contractual entitlement at this time, providing that:</p> <p>38.06.01 There are no Surplus staff on the Recall List (see Surplus to System in T&S Process, Article 37) who can or will accept the identified vacancy, and;</p> <p>38.06.02 The vacancy has not been filled by this Enrolment Imbalance.</p> <p>38.07 Redundant Teachers filling a vacancy continued into a new school year will return to the same position on the recall list if the Teacher on leave returns during that year.</p>	<p>in order to address surplus staffing in their respective schools (see Article 16).</p> <p>38.04 Teachers in schools that have been identified as needing staff reductions due to changes in enrolment, may volunteer for Mobility to a temporary placement in another assignment. They will declare their intention, including the vacancies they are interested in, to the Human Resources Officer, Teaching Staff copied to the Union. In the absence of agreed upon relevant information preventing placement, the teacher will be placed in the position on the basis of seniority. Reasonable consideration will be given to placing a teacher in a position if he or she is the only teacher interested.</p> <p>38.06 Following the placement of Teachers from schools identified as needing reductions due to changes in enrolment, any vacancies resulting from September Enrolment Imbalances shall be filled using the process outlined in Article 5.02.</p> <p>38.07 Delete.</p>
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39. Part-Time Assignments	<p>39.07 Requests for Increase in Assignment</p> <p>39.07.01 Upon initial hiring, and on the annual commencement of each part-time Teacher's school year, the board will provide a written summary of the process required to be considered for an increase in assignment. Part-time Teachers who have letters of intent to increase their teaching entitlement on file with the Human Resources Department will be considered for increases in teaching time. (See Article 5 and Article 38.06). The Board will provide to the Union a list of those teachers who have a letter of intent on file.</p> <p>39.07.03 Part-time Teachers are free to accept a new or increased position, during the period of time between the completion of the Transfer and Surplus (T & S) process and the conclusion of any final reorganization of staff or classes in September. Acceptance of an increased contractual position must have the approval of the Superintendent.</p>	<p>39.07 Requests for Increase in Assignment</p> <p>39.07.01 Upon initial hiring, and on the annual commencement of each part-time Teacher's school year, the board will provide a written summary of the process required to be considered for an increase in assignment. Part-time Teachers seeking to increase their teaching entitlement will be considered for increases according to 5.02.02.04 and Article 38.06.</p> <p>39.07.03 Delete.</p>
40. Changes in Organization	<p>40.02.03 Minutes will be kept of the meetings of the Union-Management Committee.</p> <p>40.02.05 Any Board initiative will be clearly described as to purpose and where it fits into the System Strategic Plan. Details included will address timelines, release time requirements, necessary training and any other additional support staff including other resources required. The Union-Management Committee may make recommendations to the Board on any areas of concern including field testing if believed necessary.</p>	<p>40.02.03 A record will be kept by both the Board and the Union of all Union-Management meetings discussions and decisions.</p> <p>40.02.05 Any Board initiative will be clearly described as to purpose and where it fits into the System Plan. Details included will address timelines, release time requirements, necessary training and any other additional support staff including other resources required. The Union-Management Committee may make recommendations to the Board on any areas of concern including field testing if believed necessary.</p>

41. Grievances	<p>41.12 <u>Policy Grievance</u> The Union and the Board shall have the right to file a grievance based on a dispute arising out of the application, administration, interpretation or alleged violation of this Collective Agreement. A policy grievance shall be presented at Step 2 to the Union or the Director of Education.</p>	<p>41.12 <u>Policy or Group Grievance</u> 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 or group grievance shall be presented at Step 2 to the Union or the Director of Education.</p>
42. Strike or Lockout		No changes
43. Union Representatives		No changes
44. Correspondence		No changes
45. Act / Regulation / Fiscal Changes		No changes
46. Employment Insurance	<p>46.02 <u>Establishing the Number of Insurable Hours</u> The Hastings & Prince Edward District School Board and ETFO have considered Article 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Article 55 of the Employment Insurance Act. Article 10 provides methods so that employees can complete the Records of Employment for workers not paid on an hourly basis.</p> <p>The parties agree, under 10(2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Teachers shall be deemed to have worked nine (9) hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.</p>	<p>46.02 <u>Establishing the Number of Insurable Hours</u> The Hastings & Prince Edward District School Board and ETFO have considered Article 10 of the regulation set out in the Canada Gazette, Part II, Vol. 130, No. 14 pertaining to Article 55 of the Employment Insurance Act. Article 10 provides methods so that employees can complete the Records of Employment for workers not paid on an hourly basis.</p> <p>The parties agree, under 10(2) of this regulation that for the sole and exclusive purpose of reporting the hours of insurable earnings required under the Employment Insurance Act, that full-time Teachers shall be deemed to have worked nine (9) hours each week day they are employed. Part-time Teachers working a part of a day shall be deemed to have worked hours per day that are pro-rated accordingly.</p> <p>Upon the commencement of any approved leave, the Board shall provide information regarding insurable hours to the Teacher taking leave.</p>

47. TEP		No changes
48. Duration and Renewal	<p>48.01 This Collective Agreement becomes effective on September 1, 2008, and shall remain in effect until August 31, 2012, and from year to year thereafter unless notice is given by either Party pursuant to Article 59 of the Labour Relations Act.</p>	<p>48.01 This Collective Agreement becomes effective on September 1, 2014, and shall remain in effect until August 31, 2017, and from year to year thereafter unless notice is given by either Party pursuant to Article 59 of the Labour Relations Act.</p>
Letters of Agreement	<ol style="list-style-type: none"> 1. Memorandum of Settlement (signed on Feb. 22, 2016) 2. Combined Grades Classrooms (to be renewed) 3. Record of Workload Issues Not Included in the Collective Agreement (to be renewed) 4. Release Time for Assessment, Evaluation, and Report Cards (to be renewed) 5. Principals and Vice-Principals (deleted due to being stale dated) 6. Grade 4-8 Class Size Reduction (to be renewed) 7. Benefit Improvements (to be renewed) 8. Grade 7 and 8 Student Success Teachers and Literacy and Numeracy Coaches (to be renewed) 9. Hasting and Prince Edward District School Board Information Form (p. 74) (to be replaced with copy of ESIF) 10. New: It is agreed between all parties that interpanel placements of secondary teachers in elementary positions for 2016-2017 shall be subject to Article 38: September Enrolment Imbalances. It is understood that secondary teachers will have the same status as elementary teachers in all respects related to Transfer and Surplus. Secondary teacher(s) in elementary positions will be the least senior teacher(s) in the school throughout the September Enrollment Imbalance Process. 11. New: The Board, and the Union agree that a Work Group will be established, subject to the agreement and inclusion of OSSTF District 29, to examine the Interpanel Placement language in both the elementary and secondary Collective Agreements. This Work Group will be in place for the remainder of the 2016 calendar year. Recommendations to Human Resources Support Services, ETFO, and OSSTF will be made by mutual consent for the coordination of language regarding Interpanel Placements for the 2017 round of negotiations. 12. New: The Board and the Union agree that a portion of Breakage Staffing outlined in Article 12.06, will be deployed in a school in which the Union-designated Health and Safety Officer is on staff. The Union shall designate the Health and Safety Officer from one of the two Union representatives on the Joint Health and Safety Committee. The amount of breakage staffing shall be one full day per month, to be used either as a full day or two half days. 	

- 13. **New:** During the fall of the 2016-17 school year, the board and the Union will establish a work group to develop resource materials related to the duties and responsibilities of Teacher in Charge. Once developed, the resource materials will be used for training offered during the instructional day, and as a reference at the school site. The board and Union will periodically review and update the resource materials. The work group will complete its work by Dec. 31, 2016. The work group will be comprised of 3 board and 3 Union members.
- 14. **New:** The Joint Staffing Committee will meet to review and revise as necessary the 2008 Supervision Guidelines. Recommendations from this committee will be made to the Union-Management Committee by June 30, 2016. These guidelines will be made available on the board’s website with the Terms of Reference.

Salary Adjustments

2014-15

See accompanying grid. These cells reflect the restoration of the 2% salary differential. Technically, there was no salary increase last year.

2015-16

No increase to grid.

Retroactive grid movement to Sept. 8, 2015. Payment to occur on June 10, 2016.

1% lump sum payment based on accompanying grid for those actively working or on paid leave or statutory leave on Sept. 8, 2015. Retroactive movement applied first.

Cells marked 9/10 are as of 2014-15. For 2015-16, the double cell moved to 10/11.

Salary grid effective for 2014-15 School Year:		September 01, 2014
A	0 \$	43,658
	1 \$	46,072
	2 \$	48,685
	3 \$	50,759
	4 \$	52,825
	5 \$	55,130
	6 \$	57,527
	7 \$	60,081
	8 \$	62,706

2016-17
 In Sept. 2016, the double cell will disappear and we will have a 0-10 grid instead of 0-11.
 All cells will be increased by 1% for the first pay of the 2016-17 school year.

All cells will be increased by a further 0.5% effective on the 97th day of the 2016-17 school year.

A1

9,10	\$	66,619
11	\$	70,530
ULT	\$	75,054

0	\$	45,086
1	\$	48,219
2	\$	50,853
3	\$	53,971
4	\$	56,757
5	\$	59,866
6	\$	62,312
7	\$	66,114
8	\$	69,150

A2

9,10	\$	72,456
11	\$	75,054
0	\$	48,813
1	\$	50,749
2	\$	51,982

	3	\$	54,563
	4	\$	57,364
	5	\$	60,488
	6	\$	63,940
	7	\$	67,440
	8	\$	70,131
9,10		\$	75,122
	11	\$	80,113

A3

	0	\$	54,096
	1	\$	56,518
	2	\$	58,938
	3	\$	62,314
	4	\$	65,685
	5	\$	69,057
	6	\$	72,429
	7	\$	75,797
	8	\$	79,171

A4	9,10	\$	84,227
	11	\$	89,285
	0	\$	58,233
	1	\$	59,793
	2	\$	61,349
	3	\$	65,053
	4	\$	68,751
	5	\$	72,452
	6	\$	76,151
	7	\$	79,849
	8	\$	83,548
	9,10	\$	89,101
	11	\$	94,656